

Public Meeting of the Contracts Committee of the Panel for Educational Policy

Transcript of March 17, 2014 Meeting

So the next item is with city side archives.

Document storage.

It's actually, if you notice a relatively short-term.

Takes us to office and this is really the phaseout of this contract.

We did a bid and the bid was won by a different vendor than the current incumbent.

So this contract takes us through the period of time it will take to transition the materials from the current vendor, which is city side archives, to the vendor that won on our new bid.

And the obvious question is, does -- do the savings to the new bid, cover the cost of the move?

And the answer is yes.

And one of the reasons -- the answer is yes because recognizing that it would be substantial cost to moving the -- from one place to other and we did a ten-year contract so the vendor would amortize, whatever costs are over the long period of time.

So anyway, the long and sort of it is that we did a bid, the next contractual see will be for the new vendor.

Savings.

This just carries us through the interim period.

With the vendor that we've been using.

So the next few I'm going to lump together and I'll mention them individually but the next few are multiple task award contracts.

I know I've had the pleasure of talking each of you through our contract procedures but just as a reminder, this multiple task awards are contracts that we do mainly for schools although -- reviews them sometimes, with the intention of having multiple vendors for our clients to choose from, for these particular services.

First is for student support services, keep each of these four vendors.

RA, number 10, we have made number 9 previous awards of these multiple task award contracts, anywhere between 1 and several vendors.

This is the component on T if you look at the example of the discussion, component one is leadership development, so if you look at the top, you would see that -- global is the only one that's getting a award for leadership professional development, and each of the components of these vendors is awarded is indicated on the request for -- the long and short is each of these four vendors will simply be added as an option for schools or central offices to use, if they want to -- if they want to get students support services.

They're listed as options and the schools would do these mini bids through the system that we have prepared for them if they want to order additional services.

Next is item 7, the third RA, for special education professional development and in this case we're at a three vendors as options for that and again there's a list of the components that each one of those vendors is getting for special -- all under the general framework of special education, professional development, but for each one, the vendors will be the special, proposed.

>> Dot people in the (indiscernible) in terms of -- and the services?

>> Very good question.

So the way things work with these multiple task contracts.

The initial awards, vendors, what you're being asked to approve has been vetted by a central committee.

So the office of the special education, was asked to bring together at least a few people who would evaluate these programs against the -- so each one of them has been viewed by the central committee as being acceptable based on the policy.

And usually 80%^s, if they were approved by the central committees, the contracts office then negotiates.

So they approve by central committee, pedagogical approve the programs, based on criteria.

The contracts office does backup checks and the contracts office has negotiated price to make sure we get fair and reasonable pricing.

Once we're -- the school goes to the vendor.

End game, most of the services procured, sometimes by central office.

By the services is the one that picks from among the vendors.

The first one, for example, HC HC; award for components 12, so if a school, for example, wanted services for students -- the school would be the pick -- then \$25,000 for -- spend the \$25,000, they would be required to do a competitive process, through that competitive process, select a vendor.

That process is very fast because we've negotiated pricing.

The vendor already has a contract.

Already approved the contractcontract.

Registered with the controller.

So the competition really consists of something going out to the vendor, the vendor proposal, and the vendors proposing.

The school sends something to the vendor that says we want appropriate and specialized children on the autism spectrum, for 3rd to 6th grade.

We have -- you know, describe the needs of the school, and the vendor will offer against that, and then somebody or committee make a selection.

So centrally determined based on standards, the client typically schools, they would select from among the vendors.

>> Thanks.

I have to say that this next -- (indiscernible) different -- policy -- financial notice.

Fine arts department.

To me there's a huge dissonance.

>>

>> I talked to the special ed office.

I can only say -- there's a pedagogy committee that reviews it and ultimately of course the school that would be using the services would have a choice between the offering from this particular vendor and the others under contract for the same services.

So this -- they're not -- important thing to understand with all of these -- all I'm doing is adding options.

Again, this is the third request for authorization.

For vendors.

These three vendors addadding to the list of vendors that have been previously approved off the same -- or now the servicesservices.

So we actually want to offer a menu of options and it may be you're running for a lot of schools this vendor wouldn't be great but they may be some schools that they're good for and that's what the central committee -- isn't thinking about an individual school when they make the selectionselections of the they're looking at whether it's --ette vendors meet -- and should be included among the options.

>> So going back.

I understand we're adding options, and the committee has defined -- vendors.

Are the schools --

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>> I doubt the schools know.

Certainly not advertising.

And I doubt the schools would know or even bother to ask about what the rating was of the central committee.

But when the schools are spending more than \$25,000, they're asking their own questions.

Based on what their needs are.

So is we actually have an internal system that they're required to use, that has the school fill out a form that asks certain things, and provides that information to the vendors.

So again, the school would be sending something to the vendor that says that we're looking for a program for 3rd to -- particularly in the 3rd to 6th grade arena and we have, you know, maybe teacher looking for professional development of this particular nature and describe that particular nature.

The focus of the school and then the vendors would provide a response to the school, explaining what their specific offering would be to the school.

And very often the case like this, resonates with the individual that would be -- professional development, and you know, specific ideas for how they would be running the program and based on that, the school would make a selection.

>> Thank you.

>>

>> sure.

>> Welcome, Laura.

Laura?

I can see Laura, but I'm not sure you hear us.

>> Hello, sorry.

I've been having one technology issue after another.

I'm finally on.

Sorry about that.

>>

>> okay, I'm sorry.

We just finished, I think item number 7, so we're going to item number 8.

>>

>> okay.

I apologize for being late.

>> Not at all.

So the next item, we're now off the multiple task award contracts and we'll go to different procurement throdz.

This next one is -- methods.

This next one is a contract for foreign language interpretation services.

In this particular case we're riding a citywide contract, New York City contract done by the city's department of citywide administrative services.

-- worldwide.

To provide interpretation services.

This is on-site interpretation, which is person to person, oral, interpretation between English and other languages.

You see that actually -- that's one of the many services that they would be providing.

The department did have a contract for translation interpretation, the translation piece was staying with that, performed fine.

The department feels that -- we'll be better served by Geneva on the interpretation side.

So we are writing the city contract to that.

So the next item is a city council allocation, and I'll talk about the city council allocation and grants together.

So this is item 9.

I'll talk about items 10 and 13 at the same time.

In all of these cases, the funder in the case of 9 the city council and in the case of grant, the grantors have identified the vendor that would provide the services.

So we obviously would not do a competitive process when the vendor has already been identified by the funder.

So the first one is for -- the program to support and launching a community school strategy in 16 schools.

That describe to the AR, the -- the next three, the after school program, scan New York parent aid contract and the last one, -- the LT T teacher center, are all -- all vendors named in grants, and actually they were all New York state much the first one is state education department, actually they're all three.

SE D.

Funded programs.

S-- SE D named the vendor.

So that speaks for those items.

The next item is -- and the next two items actually, listing applications, the first one is with no tears learning, just to remind you, I know Fred this is old hat for you, but for those newer on the committee, the listing applications fall into really two duck et cetera.

-- buckets.

One is textbooks, or contracts for licenses and copy Wrighted textbooks Wrighted textbook materials, steams on line only sold by the publisher, so we negotiate terms on those contracts that typically in these cases certainly include that we get the best pricing that they'll offer.

So we do have the most favored nation clause in the contract.

And -- but they're not done competitively because they're not sold by anybody else.

We make sure the materials are better internally, that they have merit before we buy them, but again these are requirements contracts schools primarily have access to these materials.

At the prices we negotiate to make sure they're the best prices available.

The same applies to 15, which is the brain pop LLC.

In this case, it's all -- curriculum, and actually last time also, item number 16, also a listing application contract, this one was PERS on line service iss but again a listing application, it's just putting these contracts on catalog, address services.

So that's this month's.

>> Okay.

>> S are we good?

>> We're good.

>> Okay.

So is the only remaining question for I guess I'd ask, is when the committee wants to put these all in one item for the agenda.

Or any of these things should be discussed as individual items.

>> I just have -- sorry, go ahead.

>> Just to be clear.

So item number 4 is being pulled so we're not considering that, correct?

>> That's correct.

>> Okay.

All right.

>> So I guess, yeah, the question is if anybody has any questions about any of the other ones, whether they want to pull them out separate.

>> Right.

>> Well, in general, the questions are I'm assuming that all of these have been reviewed currently by current higher ups in the DOE.

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>> absolutely.

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>> particularly for a lot of the instructional professional development things.

So somebody high up educator, this is not -- because I know there have been a couple in the last one, where the last minute, you know, -- decision, so we have to trust; there any way to find out who was the one or if somebody signed off on it?

>> I could certainly provide that to you, Laura.

I will assure you that every item on the agenda for this month's panel has been approved by the chancellor's designee for approving it.

So they have all certainly been vetted and approved by current administration.

>> Okay, that's fine.

It would be helpful to know who was, you know, the one to -- whose office was the one to review it and we'll assume that.

>> We have --

>> S if that's possible.

>> We have that in the contract tracking system on this month's agenda.

So I would have no problem providing that to you.

>> Okay.

I appreciate that.

That would be helpful.

>> Okay.

>>

>> anything else?

Did everybody want -- just one item?

>> Okay.

>> Yeah, is there -- there wasn't anything that seemed to be jumping out this month, of the ones I looked at.

>> I haven't heard a lot of -- I view this agenda as this was much more mild.

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>> I agree.

>> I agree.

>> More interesting things in months to come.

>> That's okay.

>> I guess I should ask, before we just close, are there any of the items that anybody needs to recuse they feel?

If you look at the list of vendors to make sure that no no recusals are necessary.

>>The one item I think that regarded the contract extension with, I believe citywide archives.

Only because professionally, I work with archive vendors.

So I'm not sure -- I mean, I'm not employed by any of them.

But I do work with them on occasion, so I'm not sure if I need to recuse myself.

>>

>> have you worked -- I guess, I don't want to portray myself as a conflicts officer, but if you haven't been paid by any of them, for services or been employed by any of them, I don't know why you would worry about it.

If they've been working for you, that does not pose a problem, I don't think.

>> Okay, just want to put that out.

>> Okay, I mean, I have experienced dealing with myriad of vendors, but that's -- we're paying them.

So if it's in that framework, I'm not sure I'd worry about it.

>> Okay.

>>

>> talk to Courtney, but -- and if you want to recuse yourself to be careful, then I don't want to discourage that -- but the fact that people work with, have had interactions with different companies doesn't necessarily -- in my view --

>> (indiscernible).

>>

>> it was citywide --

>> I'll tell you what, we have a committee, there are three others here today.

So why don't we recuse you from that just to be super super careful.

And maybe talk to Courtney between now and the next meeting to make sure that you're comfortable in knowing when you should and shouldn't recuse yourself.

Okay, great.

Laura, anything else?

>>

>> no, that's fine.

This time I'm good because it's only textbooks.

So that's fine.

>>

>> great.

Thank you all.

And I will see you all tomorrow.

>>

>> thank you.

>> Thank you.