

we make sure it applies to the additional contracts that we refer to here.

There are other cases, and we label it as such that it's new information.

And that new information is well in all of the cases an award to these vendors and we're explaining what the significant adverse information is and whatever mitigating factors what they believe are offer a rational basis to award contracts nonetheless.

I wanted to point out for everybody that's in your packages this week. And if there's any additional significant adverse information that comes up about any one of the vendors we'll report back to you on that before those particular contract packages go to the controller for registration.

>> I'll go through the agenda to take you through the items on this month's panel.

And I'll invite any questions you have along the way.

Just in front of doing that, I'll mention also that there are the two add on items that you do have in your package and you've seen Lori's already agreed she's going to introduce a motion to add those four consideration for panel the reason it needs to happen it's happened this on a couple of occasions in the past we didn't post those items in advance they're both sets of pre-kindergarten awards late breaking getting the list finalized that's why we didn't post them up in advance and I'm asking nonetheless they be introduced and considered this night's panel meeting despite our not having them up in the normal ten business days.

So anyway without any more introduction, I'll go into this tonight's agenda.

The first item is with Lehman college of New York medical college. It's for scholarship programs for special ed and teaching clinical disciplines.

These two vendors did not apply in response to an RFP we conducted. We wish they had because as explained in the RA they both offer some unique types of programs that we need as a department.

Despite the fact they didn't propose a response to the RFP we still think it's important that we have their services and programs available to and hence we're proposing a contract with them nonetheless as you'll see the unit pricing is basically the same as under the contracts that we had previously awarded to them that had expired.

So that's those contracts.

Item two has been withdrawn.

The third item is a contract with Adelphi to provide graduate courses in supervision.

A contract used by nonpublic schools.

This is another one of those cases where we conducted a procurement and the vendor did not respond to it in this particular case instead of continuing to offer their program to all students all we're asking for is an extension of the contracts so that students who are already

enrolled can complete their program.

So I'm not saying that they're as unique in terms of these particular programs as others, rather, we're asking that it be extended so that students already there can continue their programs.

Next is a contract item four for to provide temporary attorneys that are used by our own law department.

These are temporary attorney positions and you can see the annual amount is not that great.

Really to fill positions where there are special needs for attorneys on a short-term basis, medium-term basis, where there are a couple of examples that I got from the legal department like when people are on long-term medical leave, where there are more than a couple of people missing from a unit critical to them long-term medical needs.

They've also used them in the FOIL unit in the past when we've gotten big FOILs and arrests.

And that's that one.

The next is a contract with Accenture, tied to the universal prekindergarten program.

The RA was a little unclear.

The principle is we got Accenture on the ground early in May to help the department and the city actually plan the rollout of the prekindergarten program and coordinate the rollout among the department among the various departments involved in providing services including so I in my department and agency for child services and various other agencies that were involved in bringing multi-day kindergarten and ready to launch program up city wide.

I draw your particular attention to this contract to the fact that it's not a long-term contract.

We don't have Accenture on the ground for five years.

This was an opportunity for the city to bring them in on a relatively short term basis for the rollout of the program.

So the concept of hiring staff to do the work that Accenture does would have just been impractical because it would have been a six-month endeavor or thereabouts.

I'll also offer up, it was somewhat unusual procurement in the sense that it was the original procurement was done by the EDC, the economic development corporation.

But ultimately we agreed that it should be done as a Department of Education contract because universal prekindergarten program is primarily a Department of Ed program.

We didn't do an RFP.

Instead, the EDC had done a mini bait against one of their contracts and we're just acknowledging the fact that it was done that way initially because that was the plan initially.

And this is already going.

So we just had no opportunity to unwind that procurement.

So that's the contract with Accenture.

And these contracts in this particular case they're through the processes you recall, and almost every panel meeting past few months I had a group of vendors come through the process and a separate group

that came through the request for proposals process this is through the negotiated service process.

And it's judicial vendors that have been found qualified.

Next item is with school professionals.

Educational professionals that serve as temporary consultants in schools and networks and central offices.

They really do a wide variety of jobs, a lot of them are former DOE employees, and I think it's important to note that there are maximums on what they can make.

They can't make more than \$500 a day.

Typically capped at \$30,000 a year unless they get a waiver.

Even with a waiver the max they can make in the course of the year is 50 thousand dollars.

\$50,000.

So these are not full-time consultants filling full-time positions in the DOE.

They're people with special expertise that are serving special purposes on a limited basis.

Actually limit for DOE retirees is \$30,000 no exemption for waiver.

Next item is all my children -- this is an additional award through the RFP process.

The next item is a food, it's a set up foods awards a product of two distinct bids.

It is a long story that if you'd like I can explain at length.

But I guess the short form is that we had done a bid originally.

We divided the city up into four zones.

We had problems qualifying the lowest priced vendors could not serve this by rule.

More than than four of the zones.

One of the vendors was disqualified from award on that contract.

And you can see with Shyer another of the vendors we had concerns about and were unable to we ultimately decided that the best thing the department could do is rebid three of the four zones and we ended up rebidding three of the four zones but what we did we divided the city up into six areas, the one that was already in effect awarded.

It was five areas we were up for the new bid and were able to award through that process.

A lot of detail about the RA and process, different vendors we end up with the same vendors we have currently providing services to the city, although some have increased the amount of service they're providing and some less.

And it is the product of a bid.

So we're awarding low bid ultimately through the second bid.

It's such a long story it's one of those if you had questions on the RAI would gladly speak to them.

But it is sort of is what it is.

But just to high level what the contract is, we have food distribution suppliers that distribute food to all the schools and provide a lot of the food we provide for the schools.

You've seen I've separately done and brought to the panel a dairy

contract, which is entirely separate from this stuff.  
Dairy products go directly to school separately and the trays are a separate bid.  
But that's a commodity buy.  
It's not even a food buy.  
The other one we do separately is bread.  
The baked products.  
So that is a separate bid.  
This is sort of the all-else.  
So it includes produce and canned goods and the rest.  
We do for some of the largest items the department buys we do discrete bids.  
I come to you with what we call manufacturer direct bids.  
And you'll see more of those as the year progresses.  
Even those items are distributed by these food distribution suppliers.  
So we're paying, if you see with the RA there's discussion of delivery markup that's how we pay we pay a delivery markup for them to take in the items that we buy through the manufacturers direct contract, store those items and then redistribute those items out to the schools, as well as items they buy from us directly.  
These are pretty big contracts.

>> Do these take into account I guess the announcement of the for all middle school students free lunch.  
Does this take into account the increased volume?  
Or will that will we be revisiting it?

>> They are requirements contracts.  
So I think what I would have to say is I'm betting, and I could look through the RA, that the estimates are based on prior expenditures.  
So to the extent there's a rollout of additionally reduced or free meals, that might increase the volumes through these contracts.  
But it would not change the unit pricing for the vendors providing those services.

>> Okay.  
So Item No.  
10 has been, was withdrawn.  
I'm up to Item No.  
11 which is a multiple task contract with bank street.  
Usually just skip past those, if you have questions I'll answer of course.  
The same for the next is a city council item with the New York City community learning schools initiative.  
The next item is with sun shades learning a listing application for textbooks in math science and health you see they offer some other products though not under their name also come through this contract as well.  
The next item, 14, has been withdrawn.  
And that leaves finally the two add-on items, which are a bit unusual.

I guess I should draw a little bit of attention to them or explanation for them.

They're both prekindergarten items.

The first set of proposals, Item No.

15, are vendors that had submitted originally half-day proposals that ultimately wanted to get full-day instead and they were considered, and that's what makes them sort of special in their own RA because they were a unique process themselves and the last are the result of our protest process.

Which I sort of, some might view that there's a successful protest is embarrassment and I don't, and I don't think Sophie does either.

I think instead we view we have a very meaningful protest process.

I received several protests.

I received more than a dozen, certainly less than two dozen, I'll guess somewhere between 12 and 15 protests, and these two protests there was a finding there was something problematic in the way they were evaluated, the specifics of which are what they are.

And in any event the recommendations were they be rereviewed in some way upon rereview we're now recommending an award to those contractors.

So to me that only validates that our procurement process is a fair one and has integrity and these particular awards to these vendors I expect to provide great services to our kids are the product of that process.

Those are those two awards.

>> That's 16?

>> That's item 16.

>> 16.

It's the add on Item No.

16, that's correct.

So that's it.

for this month's agenda.

And the other thing I wanted to mention, actually, I should add, that we have this large table that was presented to you.

>> I'm sorry.

>> The corrections and technical changes.

And I must acknowledge it could be a very intimidating list.

It corrects all manner of things from the prior panel agenda.

Again all prekindergarten.

And it's one of those things that if you look in the aggregate to be kind of scary, but if you have a magnifying glass and you can look at it in detail, I think you'll find that it's not very scary.

It's just a bunch of cases where we're adding money to cover contracts to cover start-up costs which we've done with other vendors.

In many cases it's as simple as the vendor name was technically

incorrect in the RA and we're correcting spellings or their names so that it's clear exactly what vendor we're dealing with.

So I welcome anybody that looks at the detail that is what it is.

But we need to make sure that we have the proper contracts with the proper vendor approved for the proper amounts.

As with many of the prekindergarten-related things, when things can happen and the numbers we're dealing with, they do.

And they happen a lot.

So I just thought I'd bring it to your attention, too,.

So Pier you wanted to say something.

Fred.

-DELETE-

>> Two questions then.

With regards to the changes, what is the dollar amount in terms of what the difference is, how much money has been awarded or --

>> I don't have the total amount, because we're dealing with a lot of changes with start-up funding and in some cases seat increases, it depends on what the rate per child was on the seat increase side of things and then for start-up, depending on what their needs were for furniture and classroom materials and that sort of thing.

So I don't actually know the, do you have the total?

>> I don't have the total here.

>> I'll gladly send that to you if you think that would be useful tomorrow.

But I just don't have that on me.

And a lot of these are not money changes.

Many of these, you look at the detail you'll see a lot of them like I said are just name changes.

It's mainly just start-up.

And I guess I would also add that there's a rubric that the department has been working with for even the start-ups that there are limits on the amount that we give Sophie I think you probably know that better than me.

>> I can't remember off the top of my head.

It's something to do with the percent of the overall --

>> It was an amount per child that we're paying up a certain amount per child or per 18 child class in terms of start-ups.

If the cost was greater than that, we weren't doing it.

So there's a limit to what we'll help pay get these programs going.

>> Second question I had as I was going through the RA proposals I noticed there's one of the providers vendors cardinal McClusky item seven and eight.

Is that two allocations?

>> Pre-K happens all the time proposed a certain site in the RFP but they didn't propose for another site in response to the RFP T3 months

after they submitted their proposal in response to the RFP they get access to another site and propose in response to that second solicitation we did for negotiated services and they get an award through that.

As I recall, I mentioned earlier a lot of the read in items I had you've previously seen.

That's to that very reason, that's an example of that the vendor appeared in subsequent RAs we neglected when we did the subsequent award to go back and say, and oh, by the way, remember we already reported this adverse information on that vendor.

We make sure we know it again.

>> Just looking at the one last thing looking at the lists some pre--Ks don't have any start-up costs is that accurate they didn't just request or qualify for.

>> It depends a lot of programs are converting from half day to full day they might have already had the materials at the site. They may be part of larger organizations where they're getting funding for classrooms and we looked at the applications on a case-by-case basis.

>> Have we drafted a resolution to resolutions because we didn't have this meeting, we're going to make it up now.

>> We'll have to do it now.

>> Maybe I'll offer if we wanted -- we should probably do the add on item separately.

Does that not matter?

>> Which items?

>> Does it matter if we do the add on item separately or do a U pre-K all.

>> Doesn't matter.

>> If we do U pre-K item, it would be items numbers, 15, 16 -- no. 15, 16, 6 and 8.

Right?

And are there any others that you want to single out.

Do you want to do the food separately?

>> Just put the rest together.

>> That's fine.

>> Good.

Keep it simple.

>> I can send resolutions around to everybody if you all just want to see them.  
Probably have them drafted tomorrow because we don't have enough.  
All right.  
Okay.

>> Okay.  
Thank you.