RFP# 20-0625-070
Annual Professional Performance Review (APPR) System

Proposals to be opened
at:  11 AM local time
on:  Wednesday, March 4, 2020

Name of Bidder: _____________________________________

Address:  ________________________ __________________________

Contact Person: __________________ __________________________________

Phone Number: __________________ __________________________________

Fax Number:  __________________ __________________________________

E-mail:   ________________________ __________________________

ADVERTISE:
Website   2/10/2020
Buffalo News  2/9/2020
NYS Contract Reporter 2/10/2020
Rockets   2/13/2020
Criterion   2/15/2020
Greetings Partners,

In an effort to determine the efficacies of our distribution of procurement opportunities, the Buffalo Public Schools (BPS) would request that you indicate the method or source in which you have obtained knowledge of this and any other procurement opportunities from us.

Below, please indicate the method/source from which you obtained this RFP.

Thank you.

_____ New York State Contract Reporter
_____ Buffalo News classifieds
_____ Buffalo Rockets
_____ Buffalo Criterion
_____ Buffalo Public Schools Purchasing Dept. web page
_____ Buffalo Public Schools Twitter Account
_____ Buffalo Public Schools Facebook page
_____ Email notification from Purchasing Department staff
_____ Third Party Municipal Bid Aggregator (BidNet, Govcb.com, etc.)

Please indicate source: ____________________________________________

_____ Other – please indicate source: ________________________________

NAME OF COMPANY _________________________________________________
Dear valued partner,

If you choose not to bid, please complete the questionnaire below and return it via email or fax (716-851-3605) to the BPS Purchase Department. The purpose of gathering this information is to permit the District an opportunity to analyze no-bid rationale and is greatly appreciated.

➢ If you decline to provide the information requested below, your company may be considered unresponsive and not interested in receiving future invitations to bid and shall be removed from consideration for future opportunities.

Thank you,
Jennifer LoTempio
Assistant Director of Purchase

* * * * * No Bid Questionnaire: * * * * *

A no bid is submitted in reply to the Buffalo Board of Education RFP 20-0625-070 – Annual Professional Performance Review (APPR) Software.

Date Due: Wednesday, March 4, 2020, for the following reasons:

_____ Item/service not supplied by our company.

_____ Bid specifications (give reason(s), e.g., too restrictive, not clear, etc.):

_______________________________________________________________________________

_____ Profit margin on municipal bids too low.

_____ Past experience with BPS (give specifics, e.g., payment delay, bid process, administrative problems, etc.)

___________________________________________________________________________________

_____ Insufficient time allowed to prepare and respond to bid request.

_____ Bid requirement too large _____ or too small _____ for our company.
______ Priority of other business opportunities limit time/other resources available to deliver or perform according to bid specifications.

______ Other reason(s), please specify: ___________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

Please remove our company from your Bidder List files ________.

Please keep our company on the Bidder List for this requirement ________.

Please add/ensure our company is included on Bidder List for the following products/services:

__________________________________________   _________________________________
__________________________________________   _________________________________

Company Name and Address:  ______________________________________
______________________________________
______________________________________

Phone: (_____) _______________________
________________________________  _____________________________________
(Signature)      (Typed/Printed Name & Title)

If you are “NO-BIDDING” this opportunity, please return this document (pages 3 & 4) only. There is no need to include the rest of the RFP.
RFP TERMS AND CONDITIONS

Supplier Default – Failure of the supplier to comply with any of these provisions may be considered reason for rejection of proposal.

1. The issuance of this Request for Proposals (RFP) constitutes only an invitation to submit a response to the Buffalo Public Schools (District). It is not to be construed as an official and customary invitation to bid, but as a means by which the District can facilitate the acquisition of information related to the purchase or implementation of services.

2. Any and all information presented herein, including drawings, specifications, instructions, policies, engineering guides, questionnaires, methodologies, etc., which is a part of this RFP package, or disclosed during the selection process, is the property of the District, and shall not be duplicated or disclosed except to those employees of the recipient who have a need to know in order to prepare the response.

3. The District neither makes nor assumes any contractual obligations by issuing this RFP, receiving and evaluating supplier response, or making preliminary supplier selection. Providing a response as provided herein shall neither obligate nor entitle a Responder to enter into a contract with the District.

4. This RFP does not commit the District either to award a contract or to pay for any costs incurred in the preparation of a submission. Responders shall bear all costs associated with submission preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.

5. The District reserves the right to determine, in its sole and absolute discretion, whether any aspect of the submission satisfactorily meets the criteria established in this RFP, the right to seek clarification from any Responder(s), and the right to cancel and/or amend, in part or entirely, the RFP, at any time prior to a written contract.

6. Responses should be directed to Jennifer LoTempio, Assistant Director of Purchase, at Room 816 City Hall, 65 Niagara Square, Buffalo, New York 14202 no later than the time and date stated on the cover sheet, for the opening of the RFP with title, date of opening and RFP number marked on envelope. Late submissions may be deemed disqualified and may be returned unopened. Submittal of RFP by fax or e-mail is not acceptable.

7. The District is not obligated to respond to any submission submitted nor is it legally bound in any manner whatsoever by the submission of a response.

8. Upon submission, all responses become the property of the District. The District reserves the right to use the information and any ideas presented in any submission in response to this RFP, whether or not the submission is accepted.

9. The District will designate one representative who will act as the primary contact for this project. The representative will be responsible for conferring with any and all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the RFP. Questions concerning this RFP should be directed to Laura Samulski-Peters via e-mail at lsamulski-peters@buffaloschools.org by 2/21/2020 @ noon Local Time. All answers will be posted on the purchase department webpage by end of business day on 2/25/2020.
1.0 BACKGROUND INFORMATION

1.1 TIMELINE

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/9/2020</td>
<td>RFP Advertised</td>
</tr>
<tr>
<td>2/10/2020</td>
<td>RFP Posted to Website</td>
</tr>
<tr>
<td>2/21/2020</td>
<td>All Questions Submitted by noon EST</td>
</tr>
<tr>
<td>2/25/2020</td>
<td>All Questions and Responses posted to website by end of day</td>
</tr>
<tr>
<td>3/4/2020</td>
<td>Proposals due in Room 816 City Hall by 11:00 AM local time</td>
</tr>
<tr>
<td>3/4/-3/20/2020</td>
<td>Proposal review process</td>
</tr>
<tr>
<td>3/17/2020</td>
<td>Vendor Presentations (if called for)</td>
</tr>
<tr>
<td>3/20/2020</td>
<td>Evaluation Results due to Purchase (BPS staff – RFP owner returns all results including the RFP Evaluation Summary)</td>
</tr>
<tr>
<td>3/20/2020</td>
<td>Board Recommendation Uploaded to BoardDocs (BPS staff)</td>
</tr>
<tr>
<td>4/8/2020</td>
<td>Award of Contract</td>
</tr>
</tbody>
</table>

The dates specified on the timeline of this RFP are subject to change with any District changes given to vendors via addendum or written vendor notices.

1.2 DEFINITIONS

- “District”: Buffalo Public Schools (BPS)/Buffalo City Schools/Buffalo Board of Education and any or all of the departments within the organization.
- “Vendor”, “Bidder”, “Proposer”: An individual, partnership, or corporation from whom the “District” is soliciting a proposal.
- “Contractor”: The individual, partnership, or corporation whose proposal is accepted and who is awarded
- “Contract”, “Agreement”: The legal document the District issues to bind the Contractor to provide the product and / or service described in the Request for Proposal.
- “Request for Proposal (RFP)”: A competitive negotiation process to procure the best value for the District.

1.3 REQUEST FOR PROPOSAL PARAMETERS & DISCLAIMERS

All Request for Proposal responses must be date stamped in the Buffalo Public Schools Purchasing Department no later than 11 AM local time on 3/4/2020. Proposals received after this date will not be considered. See LATE BIDS section below.

Vendors must allow one (1) additional business day for proposal package delivery from the District Mailroom to the Purchasing Department. Proposals may also be hand-delivered, by vendor, in a sealed envelope to the Purchasing Department at the location indicated below.

- The Proposal is to be submitted in a sealed envelope. The company name, RFP number, and the date and time the proposal is due must be indicated on the front of the envelope or package.
- **Proposals submitted should consist of:**
  - one (1) original hard copy (excluding cost) with longhand signatures in all appropriate fields, marked on the cover page “ORIGINAL”,
one (1) paper copy (excluding cost),
one (1) separate sealed envelope containing only the cost proposal, and
one (1) electronic copy of signed original on a USB storage device
(Thumb or Flash drive)

- The original proposal shall be signed and dated by an official authorized to contractually
  bind the vendor. **Unsigned proposals may be rejected.**
- **Submittal of RFP by fax or e-mail is not acceptable.**
- The District may negotiate with any Vendor who, in its judgment, may serve its interests.
The District reserves the right to terminate negotiation with any Vendor at any time.
- Elaborate proposals in the form of brochures or other presentations beyond that
  necessary to present a complete and effective proposal are not desired unless
  specifically requested.
- This proposal shall be binding upon the Vendor for 180 calendar days following the RFP
  opening date. Any proposal on which the Vendor shortens the acceptance period may
  be rejected.
- Under penalty of perjury, the signer of any Proposal submitted in response to this RFP
  certifies that its Proposal has not been arrived at collusively or otherwise in violation of
  Federal or New York State antitrust laws. A signed Non-Collusive Bidding Certificate
  must be included with the proposal response.
- Disputes must be received in writing by the Buffalo City School Bid Protest Committee,
  801 City Hall, Buffalo, NY 14202 within five business days of receipt of Intent to Award.
The District’s decision on protest is final.
- A proposal may be withdrawn after its submission by written or facsimile request signed
  by the proposer or authorized representative, prior to the time and date specified for
  proposal submission. Proposals may be withdrawn and resubmitted in the same manner
  if done prior to the submission deadline. Withdrawal or modification offered in any other
  manner will not be considered.

### 1.4 PROPOSAL AND VENDOR INFORMATION

Qualified vendors are encouraged to submit a proposal for providing the goods and / or services
described. If the vendor plans to subcontract any of the work described in the **Scope of Work**
the vendor complete all proposal requirements for the subcontractor. If a vendor plans a joint
venture with another company, the vendor shall specify accordingly and complete all proposal
requirements for each company involved in the joint venture.

All proposals should clearly state/include the following:

1. Name and address of company.
2. A Project Manager who shall be the single point of contact for the contract should
   be identified and Curriculum Vitae attached.
3. Details of how each item under Section 3: Scope of Work will be addressed. This
   should take the form of a list that addresses each item.
4. A fixed fee for the requested services, inclusive of travel and other costs
   necessary to complete the contract services.
   - A list of each year’s costs/charges for a five year contract must be included.
5. A detailed description of how the company will:
implement training that will enable schools and teachers to transition to the new system seamlessly.

6. A comprehensive training plan containing benchmark dates and a date when all training is expected to be complete will be included.

7. A project timeline with clear objectives, deliverables, and completion criteria.

8. Documents supporting your company’s experience with any projects of similar magnitude.

9. Vendor’s references if requested in the RFP.

10. Disclosure of any information to the extent possible of any proposed takeover; both for takeovers of this company by another company, or any takeovers of other service providers by this company.

11. Bidder status: Bidders must disclose any relevant conflicts of interest and / or pending lawsuits.

1.5 EVALUATION PROCEDURES

Review of Proposals
Proposals will be reviewed by a team comprised of the BPS’s Assistant Superintendent of APPR, DDI and School Effectiveness, the Instructional Specialist III for APPR, Assessment Management and DDI, the Director of APPR, Assessment Management and DDI, the Office of Shared Accountability Data Coach, a Systems Analyst and two Principals. Firms with unacceptably low qualifications will be eliminated from further consideration.

The District reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal was selected.

Evaluation Criteria
- Cost
- Reporting capabilities
- Ability to calculate Composite Effectiveness Scores
- Ability to assign roles based on user profile
- Ability to house all historical APPR information
- Ease of use

2.0 PURPOSE OF REQUEST FOR PROPOSAL AND GENERAL PROVISIONS

2.1 PURPOSE OF THE REQUEST FOR PROPOSAL

The purpose of this RFP is to provide the Buffalo Public Schools (BPS) with a platform to calculate and house all Annual Professional Performance Report (APPR) scores in compliance with New York State (NYS) Education Law 3012d, the BPS’s approved APPR Plan, as well as any other documents that govern how BPS employees are evaluated. The system must be able to house all evaluation information, including but not limited to evaluation documents, student performance documents related to evaluation and improvement plans.
2.2 PROPOSALS

All proposals and contracts awarded as a result of this or any RFP are subject to the District’s terms and conditions as stated in this RFP. The submission of any other terms and / or conditions by a Vendor may be grounds for rejection of the Vendor’s proposal.

2.3 REFERENCES

Proposer must provide a list of at least three client references and their contact information. References will be contacted at the sole discretion of the District.

2.4 RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected. The District reserves the right, without prejudice, to reject any and / or all proposals.

2.5 REQUEST FOR PRESENTATION

Vendors may be required to make one presentation, at the District’s discretion, including a question and answer session before all review team members. Questions and specific requests to be addressed during the presentation will be forwarded to those vendors chosen to present.

2.6 FINAL SELECTION

The Board of Education and its representatives will select a firm based upon the recommendations of the review team. It is anticipated that a firm will be selected by 5/15/2020. Following notification of the firm selected, it is expected that a contract will be executed between both parties by 6/15/2020. The selected firm must be prepared to begin work upon execution of BPS contract. The contract will not necessarily be awarded to the proposal with the lowest cost projection.

2.7 TERM OF CONTRACT (Dates are approximate and dependent upon the process.)

The multi-year contract term will begin July 1, 2020 and end June 30, 2025, with the option to add however many additional one-year options upon mutual agreement between District & Contractor under the same terms and conditions as set forth in this proposal.

3.0 SCOPE OF WORK

The Buffalo Public Schools electronically evaluates all teachers and all teacher aides and assistants that we employ. Employees that fall under NYS 3012d as well as those who do not. The District is seeking a platform which allows for all evaluations to be conducted and housed.

3.1 The APPR system must have the ability to restrict access based on assigned user roles.
3.2 The APPR system must have the ability to assign evaluation rubrics to employees based on their role within the District.

3.3 There must be a mechanism within the APPR system for observation evidence to be created/uploaded and linked at the indicator level of the selected rubric.

3.4 There must be a mechanism within the system that allows the electronic signatures by both the Lead Evaluator and the employee for all observations/evaluations.

3.5 The APPR system must have the ability to allow teachers to create Student Learning Objectives (SLOs).

3.6 The APPR system must have the ability to read teacher course assignments and automatically generate SLOs for teachers in accordance with New York State Education Law 3012d and District APPR agreements.

3.7 The APPR system must be able to calculate all components of a 3012d evaluation and produce a final Composite Effectiveness Rating for each 3012d employee in accordance with New York State Education Law 3012d.

3.8 The APPR system must be able to generate a CSV of 3012d Composite Effectiveness Scores and ratings in accordance with NYS Regulations.

3.9 The APPR system must have the ability to assign, create and house Teacher Improvement Plans as well as Teacher Support Plans.

3.10 The APPR system must allow District users to be able to access all historical APPR documents.

3.11 The APPR system must be able to transfer and house all historical evaluation documents from the current APPR platform (if applicable).

3.12 The APPR system must include a sandbox or other site that the District is able to utilize for training purposes.

3.13 The APPR system training sandbox must allow for a yearly calibration event where users watch and script a video, upload evidence and provide sample ratings and feedback. The video and scripting area must both accessible within the system and performance reports must be able to be generated.

3.14 The APPR system must be able to interoperate with other District systems.

3.15 The APPR system must include a variety of reporting capabilities. The reports must be customizable.
4.0 COURSEWARE MANAGEMENT SYSTEM REQUIREMENTS

4.1 The APPR system will have administrative support/tools which shall include:
   - The ability to manage users and restrict access by group
   - Support from client services department
   - 24 hour technical support for end users
   - Role-based access to designated individuals
   - Ability to monitor evaluation completion

4.2 Portal management features to include:
   - Customization of the portal
   - Easy management of changes to the system

4.3 Reporting features to include:
   - The ability to easily pull observation completion reports at both the District and School levels
   - The ability to easily monitor the completion of SLOs.
   - The ability to easily pull overall Composite Effectiveness Scores for all 3012d employees.
   - The ability to easily monitor the creation and updating of Teacher Improvement Plans.
   - The ability to easily monitor the creation and updating of Teacher Support Plans.
   - The ability to easily monitor the creation and updating of Teacher Support Plans.
   - The ability to easily pull overall Composite Effectiveness Scores for all 3012d employees.
   - The ability to run all required reports under New York State Education Law 3012d in the required format.
   - The ability to export reports to multiple formats.

5.0 TECHNICAL REQUIREMENTS

5.1 The vendor’s system will support user single sign-on capability (Buffalo Schools utilizes Microsoft’s Active Directory)

5.2 The system must be compatible with including but not limited to Internet Explorer (version 9.0), Safari, Firefox, and Google Chrome

5.3 The proposed system must be compatible with Windows, Macintosh and Linux endpoints.

5.4 Minimum compatibility requirements include: Windows 7 and higher, MAC OS 10.5x and higher, and Linux Red Hat 5.4 and higher.

5.5 The proposed system must be demonstrably compatible with Thin Client endpoints.

5.6 The vendor will develop system-wide, role-based security and user access security specific to the online learning management system.

5.7 The system must provide for HTTPS (Hypertext Transfer Protocol Secure) support in all functions where usernames and/or passwords are transmitted.
5.8 Vendor should provide mobile access technology and security. System should be available on most mobile devices, (i.e. smart phones, iPads, tablets, etc.).

5.9 Vendor’s system should provide the ability to maintain a log of who logged into the software and accessed the records for a particular student, including what date and time, and changes made and audit trail capabilities.

5.10 Enrollment of students automatically and automatic roster upload based on Infinite Campus SIS

5.11 System features shall be standards-based and comply with the most recent version of the guidelines of SCORM, IMS, QTI, IMS Enterprise, IMS LIP, IEEE, LOM, iNACOL and other national and international specifications and standards organizations.

6.0 DATA IMPORT/EXPORT REQUIREMENTS

6.1 BPS requires an interface that accepts text or csv files connections for uploading, importing and exporting employee data.

6.2 The system must provide BPS with the ability to import data from other district-level data systems (e.g., Infinite Campus and our educational data warehouse, etc.). Imports should be automated on a nightly basis. Types of data include student demographic data scheduling data, roster information, teacher assignment information, HR data, and performance/observations.

7.0 DATA INTEGRATION REQUIREMENTS

7.1 The data must be fully accessible (exportable in .pdf, .txt and .csv) to the District upon installation and throughout the term of the agreement.

7.2 Report availability shall be 24 hours/day, except during scheduled maintenance periods.

7.3 The vendor will support the initial data migration and validation process.

7.4 The vendor system must integrate with other similar applications (i.e., MUNIS, etc.).

8.0 SERVICE LEVEL REQUIREMENTS

8.1 The system’s environment must be Family Educational Rights and Privacy Act (FERPA compliant).

8.2 All data collected, analyzed, and/or disseminated by the learning management system remain the sole property of and for the exclusive use of BPS.
8.3 BPS requires availability to evaluations 24 hours/day, except during scheduled maintenance periods.

8.4 Technical support and services to include:
- Integrity of data if server goes down
- Server down time less than .03%
- Adequate servers and backup to prevent database corruption and to provide restoration within two hours of data loss
- Product updates for the period of the contract
- Help Desk Support that will include 24 hour assistance and availability
- Reliable help desk statistics
- Online, phone and email support
- Easy to locate up-to-date training resources available online and in hard copy formats
- Training materials utilizing multimedia (images, video, audio, etc.)
- Availability of help desk logs
- Availability of help desk procedures in online and hard copy formats
- The vendor system must support a data refresh nightly with access to transmitted data within 24 hours.
- Availability of access logs.

9.0 TRAINING, SUPPORT AND IMPLEMENTATION REQUIREMENTS

9.1 The vendor will assign a primary point of contact as the technical resource to support the BPS account. BPS requires that primary technical resource will respond to calls or emails within 24 hours to support the resolution of technical issues and troubleshoot all other issues and requests.

9.2 During the first thirty (30) business days of deployment (“go live” testing period), BPS requires immediate availability. BPS will reserve the right to review changes in the primary point of contact assigned and to concur with the replacement recommendations.

9.3 The vendor will support the initial data migration and validation process.

9.4 The vendor will provide and will manage a separate test and training environment.

9.5 The vendor will provide training and transfer knowledge to BPS IT and instructional staff to support the application in-district (e.g. system administrator, end users, trainers). The system training for District staff will incorporate a train-the-trainer approach to prepare BPS staff for delivering training to teachers and other applicable staff as needed.

9.6 The vendor shall train a number of BPS staff on the system. This training may be facilitated online or in person and must occur within fifteen (15) days of contract. The number will be determined by BPS but will not exceed 20 staff members.

9.7 The vendor must have the capability to support virtual professional learning (i.e. webinars, e-learning, videos, etc.).
9.8 The vendor shall provide a user guide for all users with comprehensive information related to test administration, generating and reading reports.

9.9 BPS requires close vendor support to make modifications based on District needs.

10.0 EVALUATION CRITERIA

<table>
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<tr>
<th>EVALUATION CRITERIA</th>
<th>MAXIMUM POINTS</th>
</tr>
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<tbody>
<tr>
<td>Reporting Capabilities</td>
<td>20</td>
</tr>
<tr>
<td>Ability to Calculate Composite Effectiveness Scores</td>
<td>15</td>
</tr>
<tr>
<td>Ability to Assign Roles based on User Profile</td>
<td>5</td>
</tr>
<tr>
<td>Ability to house all historical APPR Information</td>
<td>10</td>
</tr>
<tr>
<td>Ease of Use</td>
<td>20</td>
</tr>
<tr>
<td>Cost</td>
<td>30</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
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</table>

Cost must be equal to or higher than any other criteria and points will be awarded based on variance from the low bid.

Low Bid ÷ Bid being scored × Maximum Cost Points

11.0 GENERAL PROVISIONS

DISTRICT’S RESERVED RIGHTS

The District reserves the right to:

- Reject any or all proposals received;
- Withdraw the RFP at any time, at the agency’s sole discretion;
- Make an award under the RFP in whole or in part;
- Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- Use proposal information obtained through site visits, management interviews and the District’s investigation of a bidder’s qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency’s request for clarifying information in the course of evaluation and/or selection under the RFP;
- Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
- Change any of the scheduled dates;
- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
- Waive any requirements that are not material;
• Negotiate with bidders within the scope of the RFP in the best interests of the District;
• Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
• Utilize any and all ideas submitted in the proposals received;
• Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,
• Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer’s proposal and/or to determine an offerer’s compliance with the requirements of the solicitation.

FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, bids submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Bidder’s competitive position or constitute a trade secret. Bidders who have a good faith belief that the information submitted in their bids is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the bids containing such information by typing in bold face on the top of each page, "The bidder believes that this information is protected from disclosure under the state freedom of information law". The BPS assumes no liability for disclosure of information so identified, provided that the BPS has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

CERTIFIED CHECK, ETC. (EXCEPT AS HEREINAFTER NOTED)

If the gross total amount quoted is $100,000 or more, a certified check must be submitted with your bid. No bid will be considered unless it shall be accompanied by a certified check, banker's check, draft, or money order which shall be payable to the order of the BPS for five percent (5%) of the amount of the bid. Said certified check, banker's check, draft, or legal tender and the amount thereof will be retained as liquidated damages by the BPS if the successful bidder shall fail to enter into a contract and give security for the performance as hereinafter provided.

BID BOND

In lieu of certified check, banker's check, draft, money order, or legal tender, bidders may furnish proposal or bid bonds, the amount thereof to be for not less than Twenty-five percent (25%) of the amount of the bid and shall be executed by the Bidder as principal, and as surety by a duly incorporated Surety Company authorized to do business under the laws of the State of New York. Such proposal or bid bond shall be conditioned for entering into contract by the Bidder and to furnish security for the performance thereof as hereinafter provided.

TAXES

Bids submitted on these specifications shall not be made subject to any Federal, State, or County Taxes.
SUBCONTRACTORS (PURSUANT TO SECTION 408 OF THE CITY CHARTER)

The successful bidder shall submit a list of proposed subcontractors to the BPS for its approval and obtain written consent thereto prior to the execution of the Form of Agreement. The subcontracting of any part of the work or services under this contract to any person, firm or corporation by whom a proposal was submitted to the BPS for the same contract shall be absolutely prohibited.

PREVAILING WAGE RATE INFORMATION / INSTRUCTIONS

Under New York State Labor Law, contractors and subcontractors must pay the prevailing rate of wage and supplements (fringe benefits) to all workers under a public work contract. Employers must pay the prevailing wage rate set for the locality where the work is performed. Prevailing wage is the pay rate set by law for work on public work projects. This applies to all laborers, workers or mechanics employed under a public work contract. The Bureau of Public Work administers Articles 8 and 9 of the New York State Labor Laws:

Article 8 covers public construction
Prevailing Wage Schedules are issued separately for “General Construction Projects” and “Residential Construction Projects” on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, Tunnel and Water & Sewer rates.

Article 9 covers building service contracts
The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars ($1,500.00).

Building service employee includes, but is not limited, to watchman, guard, building cleaner, porter, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, fire safety director, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Wage schedules are issued on a county-by-county basis. They contain the pay rates for each work classification. Under State law, all contracts between a government entity and a contractor must contain these schedules.

CERTIFICATION OF EFFECTIVE INSURANCE

Prior to the signing of the contract, the Contractor shall furnish the BPS, for approval, a certified copy of each kind of insurance policy herein required of the Contractor, together with certificate
of insurance, evidencing that the required insurance is in effect irrespective as to whether the Contractor or the BPS is the named insured.

THE SUCCESSFUL BIDDER MUST SUBMIT THE FOLLOWING INSURANCE.

1. **WORKERS' COMPENSATION CERTIFICATE** to cover Contractor as named insured for his liability under the law. Certificate shall contain a provision providing that it shall not be cancelled or changed by the Contractor or Insurance Company without ten (10) days prior written notice to the Buffalo Board of Education.

2. **PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY** insurance to cover Contractor as named insured and including there under as hereafter required. (Certified copy of POLICY must be submitted.)
   
   A. Contractual Liability Endorsement covering the BUFFALO PUBLIC SCHOOLS AND THE CITY OF BUFFALO.
   
   B. Cancellation Notice - Each insurance policy and certificate of insurance shall contain a provision providing that it shall not be cancelled or changed by the contractor or insurance company without ten (10) days prior written notice to the BPS.

**POLICY LIMITS**

- Bodily Injury: $500,000 per person
  
  $1,000,000 per accident

- Property Damage: $300,000

(Above limits are the minimums required, they may be changed by the BPS if the contract calls for higher limits.)

**INDEMNITY OF THE BUFFALO PUBLIC SCHOOLS/BOARD OF EDUCATION**

The Contractor shall indemnify and save harmless the Buffalo Public Schools, its officers and employees from all claims, suit actions, damages, losses, and costs of every name and description to which the Buffalo Public Schools may be subjected or put by reason of injury to the person or property of another, or the property of the Buffalo Public Schools, resulting from the negligence or carelessness, active or passive, of the Contractor, or the joint negligence, active or passive, of the Contractor and the Buffalo Public Schools, his or their employees, agents or subcontractors, in the performance of any work under this contract, or in the delivery of materials and supplies. The whole, or so much of the money is to become due under this contract as shall be considered necessary by the Buffalo Public Schools, may be retained by it until all suits or claims for damages shall have been settled or otherwise disposed of, and evidence to that effect furnished to the satisfaction of the Buffalo Public Schools.

**POST SELECTION PROCEDURES**

Upon selection, the successful bidder will receive a proposed contract from the District. All terms set forth in the selected bidder's technical proposal will be final. The selected bidder may be given an opportunity to reduce its cost proposal in accordance with the District's right to
negotiate a final best price. The contents of this RFP, any subsequent correspondence during the proposal evaluation period, and such other stipulations as agreed upon may be made a part of the final contract prepared by the District. Successful bidders may be subject to audit and should ensure that adequate controls are in place to document the allowable activities and expenditure of District funds.

**BOND FOR PERFORMANCE**

The successful bidder simultaneously with his delivery of the executed contract may be required to file, with the BPS, an executed performance bond on the form attached to the contract documents and having a surety thereon such Surety Companies as are approved by the Superintendent of Insurance of the State of New York, in the amount of One Hundred Percent (100%) of the amount of the bid. Bidders must include a stipulation of cost responsibility for performance bond, if such cost(s) are not included in the overall cost proposal. Verification of performance bond cost must be submitted to the District prior to execution of contract.

Every bond given for the performance of any contract made by the BPS shall contain a provision that the person, co-partnership, association or corporation entering into such contract with the BPS will pay for all materials used and services rendered in the execution of such contract, and any person, co-partnership, association or corporation furnishing materials or rendering services in and about the execution of such contract may maintain an action to recover for the same, the obligors such as though said person, co-partnership, association, or corporation where named therein, provided that such action be brought within one (1) year after the cause of such action accrues. The obligors in any such bond shall be liable and may be sued accordingly.

Notice of the commencement of such action and all proceedings shall be given to the President of the Buffalo Board of Education and in default of such action no recovery shall be had in such action.

**THE BUFFALO PUBLIC SCHOOLS WILL REQUIRE THE EXECUTION OF A FORMAL CONTRACT BY THE SUCCESSFUL RESPONDENT**

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or his right, title or interest therein, or his power to execute the same, to any other person, company or corporation, without the previous consent in writing of the BPS. Any such purported action without such consent shall be null and void. The assignment of this contract to any person, firm or corporation by whom a proposal was submitted to the BPS for the same contract is absolutely prohibited.

**INVOICE REQUIREMENTS**

Invoices must be appropriately detailed to allow District personnel to verify that specific goods and/or services have been received/completed per the Contract’s Scope of Services and Purchase Order specifications and provide a clear, consistent and accurate document trail required by the District’s Audit department.

All invoices, along with required back up documentation, must be submitted in PDF format to the following email address - INVOICES@sp.buffaloschools.org. In situations where backup material is required (i.e. required reports, attendance sheets or receipts for reimbursements) these documents must be sent with the invoice. Do not send an invoice without the required
back up. These documents should be referred to in the description of goods or services section of the invoice.

All invoices must contain a valid Buffalo Schools Purchase Order # (PO#). Vendors should not commence work without a PO#. Contact the District Designee in Section 3 with any problems obtaining a PO#. Invoices not containing a valid PO# cannot be processed for payment. All Invoices must contain the following standard information; your organization’s name and contact information, Invoice Date, Invoice #, Terms – for early payment discounts, a Buffalo City School District PO# and a current Remit Address.

The description of goods or services section of the invoice must be consistent with both the Contract’s Scope of Services and the Purchase Order and include what service was performed, where it was performed, when it was performed and the cost for these services. Documentation required to support any charges based on staff time or reimbursements (e.g. attendance data, invoice receipts) must be submitted with the invoice (e.g. time sheets, subcontractor invoices, receipts).

For contracts that have a multi-line Purchase Order, the invoice must indicate which Purchase Order line number the invoice charges are to be applied against.

A separate invoice is required for each PO#. Do not include charges against more than one PO# on any one invoice.

Do not include sales tax on any invoice. As a governmental entity, the District is tax exempt. Invoices should not be submitted prior to completion of services or receipt of goods.

The Buffalo Public Schools offers an "electronic payment" option in lieu of issuing checks. To obtain more information on electronic payments, contact Stephen Galante at SGalante@buffaloschools.org.

**RESTRICTED COMMUNICATION**

Restricted Communication Period (Cone of Silence) – as per New York State finance law, article 9, section 139-j, during the period of time from the earliest posting or distribution of this RFP until the Board approval a vendor shall contact only the representative named in item 9 (above) regarding this RFP. Any contacts during this period between a vendor and any Board of Education member, officer or employee is a violation of this provision. The District will not respond to any inquiries or questions by any vendor during this period unless it was properly put forth during and within the indicated question and answer period.

**PROTEST**

A bid Protest Committee has been established to consider any protest regarding the award of any contracts as a result of this bid. Any persons conceiving themselves to be injured or aggrieved by the result of an award must submit their written protests in duplicate to the following addresses:

(1) BID PROTEST COMMITTEE  
c/o 801 CITY HALL  
BUFFALO, NEW YORK 14202

(2) FINANCIAL CONTROLLER  
c/o 815 CITY HALL  
BUFFALO, NEW YORK 14202

Buffalo Public Schools
Protests must be submitted within five (5) business days after a purchase contract is awarded. The committee is obligated to consider protests within thirty (30) days of receipt of said protest. The Bid Protest Committee is comprised of one (1) member of the Board of Education and two (2) District staff.

**LATE BIDS**

For purposes of Bid openings held and conducted by the Buffalo Board of Education, a Bid must be received in such place as may be designated in the Bid Documents, at or before the date and time established in the Bid Specifications for the Bid opening.

For purposes of Bid openings held and conducted by the Buffalo Board of Education, the term late Bid is defined as a Bid not received in the location established in the Bid Specifications at or before the date and time specified for the Bid opening. Any Bid received at the specified location after the time specified will be considered a late Bid.

A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Authorized Users.

Delays in United States mail deliveries or any other means of transmittal, including couriers or agents shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather, or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Buffalo Board of Education.
BIDDER’S CHECKLIST

1. If your firm is MWBE Certified by any Municipal or Government agency, please include a copy of the certification establishing agency approval, date of certification and expiration of certification

☐ MWBE CERTIFICATION ENCLOSED

2. If your firm has a current contract for the requested services from another municipality that is eligible for “piggybacking” or has been awarded a contract by a purchasing cooperative please identify the Agency (or Agencies) and the date of expiry.

____________________________________________________
____________________________________________________

3. Please review each of the following items as their inclusion is necessary of a proposal submitted to the Buffalo Public Schools for services exceeding a total of $9,999.99.

☐ Demonstrated ability to meet all of the requirements of this RFP

☐ Legible Cost Proposal with all inclusive rate

☐ Bidder’s Affirmation of Understanding of regarding Restrictions on Contact

☐ Bidder Disclosure of Prior Non-Responsibility Determinations

☐ Non Collusive Bidding Certification

☐ Certificate of Authority

☐ A copy or statement of the company’s equal employment opportunity policy & a commitment by the company to make a good faith effort to utilize minority groups and females in the conduct of its business (sample page following)

☐ A breakdown of employees by job category, race, and gender

IF BID EXCEEDS $99,999.99, THE FOLLOWING IS APPLICABLE:

☐ Bid security of EITHER a certified check (aka official check) in the amount of 5% of the bid total OR a bid bond of 25% of the bid total bid exceeds $99,999.99

If submitting a check as bid security, please (print) fill in the following information:

Name of bank or institution drawn on: __________________________

Check Number: __________________________

Value of check: __________________________

Name of bid: __________________________

Bid number: __________________________

Company Name __________________________
Procurement Anti-Lobbying Law

I. Information and Forms

The Buffalo Board of Education (the “District”) adopts New York State Finance Law §§139-j and 139-k, which imposes certain restrictions on communications between District staff and any Bidder during this procurement process. A Bidder is restricted from contacting, or having a third party contact, District staff with the intent to influence governmental procurement. The only communication regarding this RFP should be with the designated contact person(s) as indicated in the RFP/Bid and in the matter proscribed by the solicitation and New York State Finance Law §§139-j, during the restricted period. This restricted period for contact will begin once the RFP is advertised and last through the time a final award is issued by the Buffalo Board of Education. Any communications you have with the District regarding the RFP or as pertaining to the RFP will be documented. Failure to comply with these restrictions may result in your ineligibility for an award with respect to this RFP. Your acknowledgement to these restrictions on contact is required.

Bidder’s Affirmation of Understanding of regarding Restrictions on Contact pursuant to State Finance Law §139-j

The Bidder affirms that it understands and agrees to comply with the terms of this solicitation and only engage in permissible Contacts as outlined by State Finance Law §139-j (3) and §139-j (6) (b).

Signed: _________________________________ Date:____________________

Name: _________________________________

Title: _________________________________

Contractor Name: _______________________________________________________

Contractor Address: _____________________________________________________

____________________________________________________________________

Designated Contact for this RFP:

All inquiries concerning this procurement should be addressed to the following:

Laura Samulski-Peters
Office of Shared Accountability
820 Northampton Street Room 311
Buffalo, NY  14201
(716) 816-4671
Lsamulski-peters@buffaloschools.org
All questions should be submitted in writing, citing the particular proposal section and paragraph number and in line with the specifications of this solicitation regarding the question and answer timeline. Prospective Bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the agreement, are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all prospective Bidders in the form of a formal addendum, which will be annexed to and become part of the resultant agreement.

II. Bidder Disclosure of Prior Non-Responsibility Determinations

Background:
New York State Finance Law §139-k(2) provides that a Governmental Entity shall obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Bidder must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether a Bidder fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Bidder that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Bidder is necessary to protect public property or public health safety, and that the Bidder is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

III. Instructions

The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract.

IV. Bidder Disclosure of Prior Non-Responsibility Determinations

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):
   
   No    Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
   
   No    Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

   No   Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

   Governmental Entity: ___________________________________________________________

   Date of Finding of Non-responsibility: ___________________________________________

   Basis of Finding of Non-Responsibility: ___________________________________________

   ___________________________________________________________________________

   ___________________________________________________________________________

   ___________________________________________________________________________

   ___________________________________________________________________________

   (Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

   No   Yes

6. If yes, please provide details below.

   Governmental Entity: __________________________________________________________

   Date of Termination or Withholding of Contract: _________________________________

   Basis of Termination or Withholding: ___________________________________________

   ___________________________________________________________________________

   ___________________________________________________________________________

   ___________________________________________________________________________

   ___________________________________________________________________________
State Finance Law §139-k(5) provides that:

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Bidder that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

The Governmental Entity reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of this contract. The Bidder affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Signed: _____________________________ Date: __________________

Name: ______________________________

Title: ______________________________

Contractor Name: _________________________________

Contractor Address: _______________________________
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies¹, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or with any competitor; and

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening directly or indirectly, to any Bidder or to any competitor; and

3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition

This proposal is made without any connection with any person making any proposal for the material herein listed and it is in all respects fair and without collusion or fraud, and also, that no Office or Member of the Buffalo Board of Education, City of Buffalo, is directly interested therein, or in the supplies to which it relates, or any portion of the profits thereof.

If the Bidder is a corporation, the execution of the non-collusive certification on the form of proposal shall be deemed to have been authorized by the Board of Directors of the Bidder and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

No proposal shall be considered for an award nor shall any award be made to a Bidder where the proposal does not include the statements as to non-collusion as set forth in the form of proposal herein; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reason. No award shall be made unless the Buffalo Board of Education determines that such disclosure was not made for the purpose of restricting competition. It should be noted that the fact that a Bidder has published price lists, rates or tariffs covering items being procured or has informed prospective customers of the proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price as being proposal, does not constitute, without more, a disclosure to any other Bidder or to any competitor within the meaning of the non-collusive certification included in the form of proposal.

Respectfully submitted,

By ___________________________________________
   (signature)

___________________________________________
   (print)

Title ___________________________________________

Firm Name________________________________________

Address_________________________________________

Date   _____________________  Phone  ______________________________

¹In the case of any joint proposal (which for these purposes shall include any proposal where the Bidder has consulted with a subcontractor in making the proposal), each party or subcontractor thereto shall sign this non-collusion certification as to its own organization or corporation.
CERTIFICATION OF AUTHORITY

The Individual signing this document certifies that he/she is authorized to contract on behalf of the vendor/contractor.

The individual signing this document certifies that the vendor/contractor is not involved in any agreement to pay money or other compensation for the execution of this agreement other than to an employee of the vendor. Exceptions require full disclosure.

The individual signing this document certifies that the prices quoted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.

The individual signing this document certifies that the prices quoted in this proposal have not been knowingly disclosed by the vendor prior to an award to any other vendor or potential vendor/contractor.

The individual signing this document certifies that the vendor/contractor is properly certified /credentialed to perform the scope of work as outlined.

The individual signing this document certifies that the vendor/contractor is not currently involved in any legal dispute that could terminate or adversely affect performance up to and including all final reports and recommendations both written and verbal.

The individual signing this document certifies that he/she has read and clearly understands all of the information contained in the Request for Proposal.

By

______________________________________________________________
(Signature)

______________________________________________________________
(Print)

______________________________________________________________
Title

______________________________________________________________
Date
PLEASE USE YOUR OFFICE LETTERHEAD

Buffalo Public Schools
Bureau of Purchase
65 Niagara Square, Suite 816
Buffalo, New York 14202

To whom it may concern:

This is to certify that _____________________ is an equal opportunity employer. This corporation shows no discrimination regarding race, creed, gender, religion, or ethnic origin in the conduct of its business.

____________________ has in the past, and will continue in the future to make every effort to utilize minority businesses in the normal operation of our business.

Signed

Name, Title
Company Name
# EQUAL EMPLOYMENT OPPORTUNITY

## EMPLOYER INFORMATION REPORT

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**White Collar**

- Formal on site in training
- Production

**Production**

- White Collar

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Buffalo Public Schools