

**Contracts Agenda for the Meeting of the Panel for Educational Policy - Tuesday, October 22, 2019**

<b>Request for Proposals</b>				
<b>Description</b>	<b>Estimated Highest Annual Spending</b>	<b>Estimated Total Spending</b>	<b>Contract Term</b>	<b>Agenda Item</b>
Full Day UPK & 3K Services	\$6,285,400.47	\$11,751,573.47	2 Years	1

<b>Multiple Task Award Contract Process</b>				
<b>Description</b>	<b>Estimated Highest Annual Spending</b>	<b>Estimated Total Spending</b>	<b>Contract Term</b>	<b>Agenda Item</b>
Arts Education Services	\$710,000	\$3,550,000	5 Years	2
PD for Instructional Technology (RA14)	\$30,000	\$150,000	5 Years	3
Special Education Professional Development Services (RA8)	\$420,000	\$2,100,000	5 Years	4
Student Support Services	\$1,525,000	\$7,625,000	5 Years	5

<b>Competitive Sealed Bidding</b>				
<b>Description</b>	<b>Estimated Highest Annual Spending</b>	<b>Estimated Total Spending</b>	<b>Contract Term</b>	<b>Agenda Item</b>
Furniture	\$7,419,215.63	\$37,096,078.15	5 Years	6
Heavy Duty Cafeteria and Kitchen Equipment	\$1,224,142	\$6,120,710	5 Years	7
Plumbing system repairs	\$1,231,992	\$6,159,960	5 Years	8
Work zone sampling analysis and project monitoring	\$1,348,146	\$6,740,730	5 Years	9

<b>Negotiated Services</b>				
<b>Description</b>	<b>Estimated Highest Annual Spending</b>	<b>Estimated Total Spending</b>	<b>Contract Term</b>	<b>Agenda Item</b>
BARD College - College Preparatory Programs for BARD High School Early College	\$895,000	\$1,790,000	2 Years	10
Family Child Care Pilot	\$1,000,000.00	\$1,000,000.00	1 Year	11
Online Access to StudentTracker	\$43,038	\$185,063	5 Years	12

<b>Amendments and Extensions</b>				
<b>Description</b>	<b>Estimated Highest Annual Spending</b>	<b>Estimated Total Spending</b>	<b>Contract Term</b>	<b>Agenda Item</b>
Amendment to add three new school districts for Family and Community engagement services	\$465,000	\$465,000	9 Months	13
Extension of B2050 - Assessments for Special Education (2019-2020)	\$3,024,469	\$3,024,469	1 Year	14
Extension of Job Order Contract construction management services	\$13,449,674	\$13,449,674	1 Year	15

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Extension of R0884 - Long Term Temporary School Nurses	\$3,316,698	\$5,374,068.49	2 Years, 7 Months	16
Extension to contract for technical assistance in support for AP For All	\$1,058,110	\$1,058,110	1 Year	17
Universal Pre-Kindergarten: One Year Extension	\$610,004.10	\$610,004.10	1 Year	18

<b>Listing Application</b>				
<b>Description</b>	<b>Estimated Highest Annual Spending</b>	<b>Estimated Total Spending</b>	<b>Contract Term</b>	<b>Agenda Item</b>
Educational software	\$60,650	\$424,550	7 Years	19
Educational software	\$300,000	\$2,100,000	7 Years	20

<b>Emergency</b>				
<b>Description</b>	<b>Estimated Highest Annual Spending</b>	<b>Estimated Total Spending</b>	<b>Contract Term</b>	<b>Agenda Item</b>
Bus Emergency Extensions for September - October 2019- Legacy Contracts	\$107,447,461.23	\$107,447,461.23	Month	21
Emergency Bus routes, servicing Students in Temporary Housing (STH)	\$4,135,591	\$4,135,591	Month	22
Integrated Pest Management Service Emergency	\$967,454	\$967,454	1 Year	23
Pre-K Emergency Bus Service extensions for September- October 2019 for B2026	\$12,197,616	\$12,197,616	Month	24
Transportation services for students with disabilities and their non-disabled peers	\$17,235,978	\$17,235,978	Month	25

<b>Discretionary and Grant Funded</b>				
<b>Description</b>	<b>Estimated Highest Annual Spending</b>	<b>Estimated Total Spending</b>	<b>Contract Term</b>	<b>Agenda Item</b>
Extended School Day Violence Prevention	\$141,000	\$423,000	3 Years	26
Grant to support District 21	\$250,500	\$250,500	1 Year	27
NYS Empire State grant to fund after school services at participating Community Schools (Round 1, Year 2)	\$66,500	\$266,000	4 Years	28

<a href="#">Technical Changes</a>
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**REQUEST FOR AUTHORIZATION TO CONTRACT WITH PROVIDERS OF EARLY CHILDHOOD EDUCATION SERVICES FOR THREE-YEAR-OLDS AND FOUR-YEAR-OLDS IN THE 3-K FOR ALL AND PRE-K FOR ALL PROGRAMS – R1223**

Estimated Annual / Total Contract Amounts	Funding Source	Contract Term	Option	Estimated Options Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$6,285,400.47 / \$11,751,573.47	New York State Education Department (NYSED), City Tax Levy	7/1/19 – 6/30/21	Two – 1 Year or One – 2 Year Option to Extend	\$5,466,173.00 and \$5,466,173.00 or \$10,932,346.00	Request for Proposals (RFP) per DOE Procurement Policy & Procedures, Section 3-03	Yes	Requirements	7338

<b>Vendor Names &amp; Address</b>	See Table Attached:
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Teija Sudol Senior Advisor, Division of Early Childhood Education	Xanthe Jory Chief Policy and Planning Officer, Division of Early Childhood Education	Breanne Sutherland Director, Early Childhood Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization to contract with the below-named vendors to provide high-quality instructional programming as part of the Full-Day 3-K for All (“3-K”) and Pre-K for All (“Pre-K”) and programs.

**DISCUSSION**

In 1997, the New York State Education Department (“NYSED”) established the Universal Prekindergarten program (“UPK”), which entitles eligible four-year-olds to receive 2 hours and 30 minutes of instructional programming for 180 days at no charge to families. In March 2014, the State legislature approved a \$300 Million grant to expand full-day pre-kindergarten access in New York City (“NYC”). The legislation allows for high-quality UPK programs to be awarded new full-day UPK seats or to convert existing half-day seats to full-day seats.

The Pre-K program in NYC operates Citywide in public and non-public school settings. Achieving universal access to prekindergarten services depends on the partnerships that link Community Based Organizations with the NYC public school system.

In April 2017, 3-K was introduced and announced as part of the Mayor’s initiative to expand high-quality early childhood care and education for NYC children ranging from birth to age five. Implementation of the 3-K program is targeted to provide three-year-olds with universal, free, and enhanced early childhood education. This program is projected to provide universal access, annually expanding by districts within NYC’s five boroughs.

Additionally, New York State Education Law provides for a Statewide UPK program and contracts for these services are necessary. This solicitation was conducted as a Request for Proposals (“RFP”) and not as a Request for Bids because these services are administered directly to children and must be evaluated on five (5) criteria listed in the RFP.

The City of New York is continuing to implement Pre-K but is focused on expanding 3-K, as a truly UPK system in NYC that provides every age-appropriate child with free, full-day, high-quality pre-K. As such, RFP – R1223 was released on July 13, 2018, seeking to identify and award eligible high-quality early childhood providers who are willing to collaborate with the DOE’s Division of Early Childhood Education (“DECE”) to implement the 3-K program, with or without the Pre-K program, in NYC districts with a need for more publicly-funded, full-day 3-K and Pre-K seats than the DOE is able to offer within the NYC public school system. This RFP was open to the public, for providers planning to serve 3-K in any of the NYC zip codes within the ten eligible 3-K districts (districts 4, 5, 6, 7, 9, 16, 19, 23, 27, and

31) in which the DOE has determined there is high need for 3-K seats for school year 2019-2020. This RFP also allows providers to propose for Pre-K seats only if also proposing for 3-K seats. The deadline for proposals was October 5, 2018.

DECE performed a needs analysis to determine areas to target for full-day seats Citywide. DECE measures this seat gap by evaluating the difference between the estimated number of 3-K and Pre-K aged students in each eligible district and zone, and the number of 3-K and Pre-K seats available.

The Mayor’s 3-K initiative outlined Districts 4, 5, 6, 7, 9, 16, 19, 23, 27, and 31 as the eligible districts in the 3-K program for school year 2019-2020. The RFP requested vendors to submit proposals for sites not currently contracted with the DOE, and located in any of the eligible zip-codes listed in the RFP, which are anticipated to have the greatest unmet demand for 3-K seats in 2019-2020 in these districts. However, demand within zip-codes varies and the DOE reserved the right to not award proposals if they are determined at the time of award to fall in areas where seats are not needed.

Of the 132 proposals received in the Health and Human Services Accelerator, 120 were evaluated after removing duplicates and non-responsive proposals during the responsiveness checks. 6 vendors are presented in this Request for Authorization (“RA”); additional sites will be included in subsequent RAs. Contracts for these services are necessary because the DOE does not possess the personnel to perform them.

The program provides at least 180 days of full-day 3-K or 3-K and Pre-K services, including at least 176 days of Instruction and four (4) days of Professional Development for teachers. Providers must operate five (5) days (Monday to Friday) in a typical week, and provide a minimum of six (6) hours and twenty (20) minutes, and a maximum of seven (7) hours of Pre-K and/or 3-K services each day. Providers may request approval from DECE field offices to operate 6 days per week in a typical week (Monday through Friday and either Saturday or Sunday) and/or to operate for fewer than six (6) hours and twenty (20) minutes per day.

DECE convened Evaluation Committees comprised of DECE field office Early Childhood education instructional and operational personnel to evaluate proposals under their guidance, as well as consultants with extensive experience in Early Childhood education. Proposals were scored using the following evaluation criteria:

<b>RESPONSE CATEGORY</b>	<b>MAXIMUM POINTS</b>
Vision & Organizational Capacity	12
Effective School Leadership and Collaborative Teachers	24
Rigorous Instruction	36
Strong Family-Community Ties	19
Supportive Environment	9
<b>TOTAL</b>	<b>100</b>

All vendors in areas where seats are needed who met the DOE’s quality standards, proposed a viable site, and presented fair and reasonable prices, are recommended for award. In areas where the capacity of vendors exceeded the estimated demand for services, awards were made based on vendor scores.

While price is not an evaluation criterion, recommended contract awards were subjected to successful budget negotiations between the DOE and proposers based on a fair and reasonable price per student. DECE negotiated budgets, inclusive of the cost-per-child and any proposed start-up funding (materials, furniture, and/or construction) with vendors recommended for award. Proposers’ program expenditures were subject to review to assure that actual expenditures were consistent with the approved budgets. The negotiated cost-per-child is the amount charged for the term of the entire contract.

The 3-K and Pre-K full-day expansion allows for limited start-up funds for programs beginning new full-day programs. Vendors requiring start-up funds were offered additional resources outside of their negotiated per child rate for the first year of their contract. These funds will support facility improvements necessary for their required Department of Health and Mental Hygiene permit, other small upgrades, or for furniture and other materials for their new classrooms.

These contracts are retroactive because the time required to complete health and safety reviews and/or vendor responsibility determinations delayed their processing.

Vendor	Site District	Site ID	Geographic Borough	Site Zip Code	Seat Type	Awarded # of Full-Day Seats – 3K	Negotiated Cost per Child for Full-Day Seats – 3K	Awarded # of Full-Day Seats – PreK	Negotiated Cost per Child for Full-Day Seats – PreK	Negotiated Annual Contract Amount for Full-Day Seats	Start-up Costs for Facilities / Permits	Start-up Costs for Furniture and Materials	Highest Annual Amount	Total 2-Year Contract Amount
Aim High Leadership Center Four, Inc.	27	QBGF	Q	11417	PK/3K	135	\$12,600.00	48	\$11,850.00	\$2,269,800.00	\$390,350.00	\$180,000.00	\$2,840,150.00	\$5,109,950.00
Blended Family, LLC	7	XAUT	X	10455	PK/3K	15	\$13,499.00	20	\$10,821.00	\$418,905.00	\$10,000.00	\$30,000.00	\$458,905.00	\$877,810.00
Boys & Girls Club of Metro Queens, Inc.	27	QBFL	Q	11419	PK/3K	30	\$12,800.00	36	\$12,400.00	\$830,400.00	\$30,000.00	\$60,000.00	\$920,400.00	\$1,750,800.00
Easter Seals New York, Inc.	31	RAGU	R	10312	PK/3K	41	\$13,528.00	18	\$11,425.00	\$760,298.00	\$58,827.47	\$43,200.00	\$862,325.47	\$1,622,623.47
Kings & Queens Daycare Inc.	19	KCTV	K	11207	PK/3K	12	\$14,798.00	0	\$0.00	\$177,576.00	\$1,850.00	\$15,000.00	\$194,426.00	\$372,002.00
Sunshine Daycare Of Mott Haven LLC DBA Sunshine Learning Center	7	XATI	X	10454	PK/3K	30	\$13,217.00	54	\$11,346.00	\$1,009,194.00	\$0.00	\$0.00	\$1,009,194.00	\$2,018,388.00

**VENDOR RESPONSIBILITY**

The vendors recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible. Noteworthy information was found for the following vendor:

**Easter Seals New York Inc.**

A review of Easter Seals New York (Easter Seals), parent The Fedcap Group, Inc., and affiliates Fedcap Rehabilitation Services (FEDCAP Rehab), Inc, ReServe Elder Service, and Wildcat Service Corp.’s PASSPort submissions identified the following self-reported caution:

- In 2017, the United States Department of Labor (US DOL) commenced an investigation of affiliate FEDCAP Rehab under the McNamara-O’Hara Service Contract Act (SCA) and concluded that FEDCAP Rehab failed to pay the correct fringe benefit rate, nor did it make such payments timely. FEDCAP Rehab also improperly deducted third party administrative fees from employees pay. The vendor indicated that the delay in payment occurred as they transitioned to outsourcing the administration of benefits to a third party administrator. FEDCAP Rehab was required to pay \$2,830,146 and agreed to comply fully with all provisions of the SCA in the future. Back wages have been paid in full.

The DOE is also aware of the following information:

- In 2016, the New York State Comptroller (NYS Comptroller) conducted an audit of Easter Seals New York’s (Easter Seals) reimbursable costs for its New York State Education Department (SED) Special Education programs for the three year calendar years ended December 31, 2013. The audit uncovered \$688,543 in ineligible costs that Easter Seals reported on its Consolidated Fiscal Report (CFR) and recommended that SED review the disallowance and adjust tuition reimbursements rates as necessary. Additionally, the NYS Comptroller recommended that SED work with Easter Seals to ensure that costs reported on future CFRs comply with the requirements in the Reimbursable Cost Manual. Easter Seals and SED advised that all recommendations outlined in the report are being addressed and the review of the disallowance and its impact on the tuition rate is on-going.
- In 2016, a news report revealed that affiliate FEDCAP Rehab acknowledged in a bid proposal to Maine officials that since 2013 it paid out at least \$403,000 in five settlements for allegations of workplace discrimination and wage, disability, and personal injury disputes. The vendor advised that it was awarded the contract and continues to provide the services to Maine. Three of the settlements were closed through a Stipulation of Discontinuance/Dismissal and the last two were settled confidentially via a closed mediation.

As the matters above have been resolved satisfactorily or are pending, the DOE determines the vendor to be responsible.

**REQUEST FOR AUTHORIZATION (RA#15) FOR ARTS EDUCATION SERVICES – R1129**

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Option	Estimated Options Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$710,000 / \$3,550,000	Various incl. Tax Levy & Reimbursable Funds	Five Years	One – 3 Year	\$710,000 / \$2,130,000	Multiple Task Award Contract (MTAC) per DOE Procurement Policy & Procedures, Section 3-04	No	Requirements	7256

<b>Vendor Names &amp; Addresses:</b>	See Table below.
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Paul King Executive Director, Office of Arts & Special Projects	Morayo Tracey Oyemade Deputy Senior Executive Director, Division of Teaching and Learning	Aldrina Hazell Procurement Analyst, Instructional Service Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of Arts and Special Projects (“OASP”) to contract with the below-named vendors to provide Arts Education Services. The awarded vendors will offer direct services to students and parents in dance, music, theater, visual art and the moving image. Services will be provided at the discretion of each participating school or central office operating on behalf of a school or consortium of schools.

**DISCUSSION**

This request for Arts Education Services replaces a previous Arts Education solicitation. Approved vendors will deliver services that support and advance teaching and learning by building on the *Blueprint for Teaching and Learning in the Arts (“Blueprint”)*, the New York State Learning Standards (“NYSLS”) for the Arts and the National Coalition for Core Arts Standards. The *Blueprint* forms the basis for instructional programs in dance, music, theater, visual arts, and the moving image and is built upon five strands of Arts Learning: (1) Arts Making; (2) Literacy in the Arts; (3) Making Connections; (4) Community & Cultural Resources; and, (5) Careers and Life-long Learning. Services provided will integrate the guidelines established in the *Blueprint* while enhancing studies in other disciplines.

Proposals were distributed to an Evaluation Committee that included Arts Coordinators and Directors from OASP, all of whom are knowledgeable of the *Blueprint* and the NYSLs for the Arts. They have participated in developing the *Blueprint*, are currently implementing arts programming, and possess years of experience within New York City public schools or DOE central offices. To ensure scoring consistency, a training session was conducted for all committee members, in which they received an overview of the process and a scoring rubric. Proposals were evaluated using the following criteria: Program Plan (25 points), Organizational Capacity (25 points), Demonstrated Effectiveness (25 points), and Price (25 points). Successful vendors were required to achieve a minimum score of 80 points.

Sixty six (66) vendors were recommended for contract awards under previous Requests for Authorizations and four are recommended here.

Negotiations resulted in an average savings to the DOE of approximately six percent in program hourly rates. Rates range from \$108 for Museum of Arts and Design’s MADlab hands-on workshops using a variety of materials, 3D art making, gallery discussion of works of art and the social and historical issues they evoke to \$183 for Alvin Ailey Dance Foundation, Inc.’s residencies that provide an introduction to the artistry and visual beauty of dance as a technique and a historical and creative art form.

Pricing for all four vendors were determined fair and reasonable based on a comparison with hourly rates for similar services by vendors contracted under this solicitation.

The estimated annual contract amounts for all four vendors are based on expenditures under a previous contract for similar services.

It is necessary to contract for these services because the DOE does not possess the capacity of expertise necessary to meet the objectives of this program.

The Multiple Task Award Contract process is the preferred procurement method as this process allows the DOE to award contracts for similar services to multiple vendors in order to meet demand for such services and to offer a choice among vendors.

ESTIMATED CONTRACT AMOUNTS FOR RECOMMENDED VENDORS			
Vendor Names & Addresses		Component(s)	Estimated Annual / Total Contract Amounts
1.	Alvin Ailey Dance Foundation Inc. The Joan Weill Center for Dance 405 West 55 <sup>th</sup> Street New York, NY 10019	1-Dance 6-Parent Engagement	\$400,000 / \$2,000,000
2.	Carnegie Hall Corporation 881 7 <sup>th</sup> Avenue New York, NY 10019	2-Music	\$150,000 / \$750,000
3.	Museum of Arts & Design 2 Columbus Circle New York, NY 10019	4-Visual Arts	\$30,000 / \$150,000
4.	TADA! Theatre and Dance Alliance 15 West 28 <sup>th</sup> Street New York, NY 10001	3-Theater	\$130,000 / \$650,000

\*Component Services:

1. Dance – ballet, modern, hip-hop, ballroom, African, Caribbean, dances of other countries & cultures, choreography.
2. Music – hip hop, jazz, classical, instrumental, vocal, choral, composing.
3. Theater – playwriting, storytelling, performing, playmaking, auditions, assemblies.
4. Visual Arts – museum tours, paintings, murals, drawing, architecture, collages.
5. Moving Image, New Media – film making, videography, photography.
6. Parent Engagement – all of the above subjects in concert with direct student services.

**VENDOR RESPONSIBILITY**

The vendors recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible.

**REQUEST FOR AUTHORIZATION (RA#14) FOR PROFESSIONAL DEVELOPMENT SERVICES FOR INSTRUCTIONAL TECHNOLOGY – R1077**

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Option	Estimated Options Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$30,000 / \$150,000	Various incl. Tax Levy & Reimbursable Funds	Five Years	None	None	Multiple Task Award Contract (MTAC) per DOE Procurement Policy & Procedures, Section 3-04	No	Requirements	7308

Vendor Name & Address	Component
International Society for Technology in Education 1530 Wilson Boulevard, Suite 730 Arlington, VA 22209	1

  

Contract Manager	Lead Contract Manager	Division of Contracts and Purchasing Contact
Winnie Bracco Executive Director, iLearnNYC Office of Innovation	Celine Lewin-Azoulay Senior Executive Director, iZone Office of Innovation	Albert Hu Procurement Analyst, Instructional Service Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of Innovation (“OI”) to contract with International Society for Technology in Education (“ISTE”) to provide Professional Development (“PD”) services in instructional technology for educators and administrators in grades Pre-K through 12. These services will be provided at the discretion of participating schools, central offices operating on behalf of schools, or consortiums of schools.

**DISCUSSION**

To increase the integration of technology across the Common Core curriculum and help ensure that educators and their students are equipped with appropriate leading-edge technology and support, the DOE must acquire PD services for its teachers, leaders, coaches, and administrators. These services will focus on improving student performance, enhance and support instruction, and increase schools’ capacity to independently expand the instructional use of computer technology.

Awarded vendors provide PD services in instructional technology and assist with integrating computer technology into instructional programs so that educators and administrators can make appropriate use of computers and other technologies in classrooms. PD program delivery methods include presentations, lectures, workshops, and courses.

It is necessary to contract for these services because the DOE does not possess the capacity of expertise necessary to meet the objectives of this program.

Vendors proposed for one or more of the following three (3) components: 1) PD workshops that will increase teachers’ and administrators’ ability to make effective and appropriate use of computers, telecommunications, the Internet, and related technologies; 2) PD through curriculum enrichment services, through which organizations will develop model lessons and co-teaching archetypes in collaboration with school-based staff; and 3) PD through mentoring which organizations will provide one-on-one partnerships with classroom teachers. This PD can include a combination of services from Components 1 and 2, and one-on-one services such as observations, experiences, and studies for teaching improvement.

Proposals were evaluated by a minimum of three evaluators. The Evaluation Committee consisted of a Principal, Teacher, Senior Instructional Coaches, and Program Directors from OI. Proposals were scored based on: Program Plan (25 points), Organizational Capacity (25 points), Pricing (25 points), and Demonstrated Effectiveness (25 points). Successful vendors were required to achieve a minimum score of 80 points.



Twenty-five vendors were recommended for contract awards under previous Request for Authorizations and one is recommended here.

ISTE's PD workshops equip teachers with the ability to discern when and where to leverage technology to improve learning, identify the tools, resources and content to address areas where students struggle and to motivate and engage them more deeply. The ISTE Certification Program is based on the ISTE Standards for Educators using a blended model designed for cohorts of practitioners which includes professional learning and competency-based evaluation using eportfolios for evidence of applied learning.

ISTE's average hourly rate of \$235 has been determined to be fair and reasonable based on the comparison with hourly rates for similar services provided by vendors contracted under this solicitation.

The estimated annual contract amount for ISTE is based on the minimum amount for new vendors for PD services in Instructional Technology requirements contracts of \$30,000.

The Multiple Task Award Contract process is the preferred procurement method as this process allows the DOE to award contracts for similar services to multiple vendors in order to meet demand for such services and to offer a choice among vendors.

**VENDOR RESPONSIBILITY**

The vendor recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible.

**REQUEST FOR AUTHORIZATION (RA#8) FOR SPECIAL EDUCATION PROFESSIONAL DEVELOPMENT SERVICES – R1160**

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Option	Estimated Option Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$420,000 / \$2,100,000	Various, Including Tax Levy & Reimbursable Funds	Five Years	One – 3 Year Option	\$420,000 / \$1,260,000	Multiple Task Award Contract (MTAC) per DOE Procurement Policy & Procedures, Section 3-04	No	Requirements	7262

Vendor Name & Address	Components
Wilson Language Training Corporation 47 Old Webster Road Oxford, MA 01540	2,10

Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Marvin Clement Contracts and Budget Officer, Division of Specialized Instruction and Student Support	Marvin Clement Contracts and Budget Officer, Division of Specialized Instruction and Student Support	Albert Hu Procurement Analyst, Instructional Service Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Division of Specialized Instruction and Student Services to contract with Wilson Language Training Corporation (“WLT”) to provide Special Education Professional Development (“PD”) services. This contract will be utilized to provide ongoing training and support to the school community in establishing strategies directed toward diverse learners in a general education setting.

**DISCUSSION**

The DOE is required to educate students with disabilities alongside their nondisabled peers to the maximum extent appropriate. Advances in teaching and learning for special education students allow educators to serve a wider range of students in general education settings.

The services sought through this Multiple Task Award Contract (“MTAC”) – R1160, include PD, coaching, and parent training organized into 12 components: 1) Paraprofessional Workshops and Training, 2) Literacy Supports for Students with Disabilities, 3) Least Restrictive Environment, 4) Low Incidence Disabilities, 5) Bilingual Special Education, 6) Specially Designed Instruction, 7) Special Education Legislation and Regulation, 8) Assistive Technology and Accessible Educational Material Support, 9) Behavior Management, 10) Response to Intervention and Data Based Individualization, 11) Assessment, and 12) Autism.

It is necessary to contract for these services because the DOE does not possess the capacity of expertise necessary to meet the objectives of this program.

Proposals were evaluated by a minimum of three members drawn from a pool of 14 evaluators consisting of a Senior Instructional Achievement Specialist, Senior Innovative Program Specialist, Director of Behavior Support, former Special Education teacher, Bilingual Special Education Specialists, School Improvement Specialist, Director of Bilingual Special Education programs, and Director of Paraprofessionals. To ensure consistency, a training session was conducted for all committee members who received an overview of the process and a scoring rubric. Proposals were scored based on the following: Program Plan (25 points), Organizational Capacity (25 points), Pricing (25

points), and Demonstrated Effectiveness (25 points). Successful vendors were required to achieve a minimum score of 80 points. Eleven vendors were recommended for contract awards under previous Request for Authorizations and one is recommended here.

A vendor can offer a single workshop for a component or offer an à la carte menu of services covering the 12 components listed above. Within these components, vendors offer PD, coaching, and parent workshops.

WLT offers a combination of on-site and online PD, certification and coaching services in which a research-based literacy curriculum is implemented using a Response to Intervention model for grades K-12. Best practices are presented to participants: enabling educators to provide an instructional foundation; identify struggling learners through ongoing assessment; and provide intensive intervention through differentiated, specialized, multisensory instruction. WLT's programs can be customized to support planning and preparation, classroom environment, and instruction.

WLT's negotiated average hourly rate of \$176 has been determined to be fair and reasonable based on the comparison with hourly rates for similar services provided by vendors contracted under similar solicitations.

The estimated annual contract amount for WLT is based on previous expenditures under contract for similar services.

The MTAC process is the preferred procurement method as this process allows the DOE to award contracts for similar services to multiple vendors in order to meet demand for such services and to offer a choice among vendors.

**VENDOR RESPONSIBILITY**

The vendor recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible.

**REQUEST FOR AUTHORIZATION (RA#17) FOR STUDENT SUPPORT SERVICES – R1151**

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Option	Estimated Option Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$1,525,000 / \$7,625,000	Various incl. Tax Levy & Reimbursable Funds	Five Years	One – 3 Year	\$1,525,000 / \$4,575,000	Multiple Task Award Contract (MTAC) per DOE Procurement Policy & Procedures, Section 3-04	No	Requirements	7318

<b>Vendor Names &amp; Addresses:</b>	See Table A below.
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Angie Guo Senior Operations Manager, Office of Safety & Youth Development	Robert J. Weiner Chief Operating Officer, Office of Safety & Youth Development	Bryan E. Hester Procurement Analyst, Instructional Service Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of Safety and Youth Development (“OSYD”) to contract with the below-named vendors to provide direct student support services and increase opportunities for educational enrichment. These programs will be provided at the discretion of each participating school or central office operating on behalf of a school or consortium of schools.

**DISCUSSION**

Vendors proposed one or more of the following 19 components: 1) Leadership Development and Civic Engagement, 2) Individual Counseling, 3) Group Counseling, 4) Mentoring, 5) Recreation/sports, 6) College/post-secondary Planning, 7) Career Awareness and the World of Work, 8) Conflict Resolution/Peer Mediation, 9) Violence Prevention/student Safety, 10) Bullying Prevention, 11) Substance Abuse and Problem Gambling Prevention and Intervention, 12) Internet Safety, 13) School Attendance Improvement, 14) Family Support Services, 15) Tutoring/homework Assistance, 16) Study/test-taking Skills, 17) Academic Skills Enhancement, 18) Thematic Projects, and 19) Family Literacy. Services may take place on- or off-site during the school day, after-school, or on non-school days. Non-school days include weekends, summer break, and vacation breaks during the school year. Proposals were distributed to an Evaluation Committee that included former Principals, Assistant Principals, Teachers, Guidance Counselors, Instructional Specialists, Operations Analysts, Grant Managers and Directors from OSYD, OPSR, OCS, the Office of School Wellness and the Division of Family and Community Engagement. To ensure scoring consistency, a training session was conducted for all committee members where they received an overview of the process and scoring rubric. Proposals were scored based on the following criteria: Program Plan (35 points); Organizational Capacity (20 points); Pricing (25 points); and, Demonstrated Effectiveness (20 points). Successful vendors were required to achieve a minimum score of 80 points.

Sixty-three vendors were recommended under previous Requests for Authorizations, and three are presented here.

A vendor can offer a single workshop for a component or offer an à la carte menu of services covering the 19 components listed above. The negotiated hourly rates range from \$58 for Comprehensive Youth Development’s services aimed at improving attendance, academic performance and post-secondary plans for high school students, to \$153 for Forever Loved’s comprehensive menu of student supports designed to remove barriers to learning, and improve self-esteem, leadership skills, and academic achievement of program participants, in particular “at-risk” and underserved populations. Negotiations resulted in an average savings to the DOE of approximately 28 percent in program hourly rates.

Pricing for all three vendors were determined to be fair and reasonable based on a comparison with hourly rates for like services by vendors contracted under similar solicitations.

The estimated annual contract amounts for all three vendors are based on their previous contract expenditures for similar services.

The Multiple Task Award Contract process is the preferred procurement method as this process allows the DOE to award contracts for similar services to multiple vendors in order to meet the demand for such services and to offer a choice among vendors.

TABLE A ESTIMATED CONTRACT AMOUNT FOR RECOMMENDED VENDOR			
Vendor Names & Addresses		Component(s)	Estimated Annual / Total Amount
1.	C. C. M. S. 25 Elm Place, 2nd Floor Brooklyn, NY 11201	1,2,3,6,8,10,11,14,15,17	\$550,000 / \$2,750,000
2.	Comprehensive Youth Development, Inc. 240 Second Avenue New York, NY 10003	1,2,6,7,13,15	\$475,000 / \$2,375,000
3.	Forever Loved Entertainment, Inc. 1958 Fulton Street, Suite 503 Brooklyn, NY 11233	1,5,8,13,14,15,17	\$500,000 / \$2,500,000

**VENDOR RESPONSIBILITY**

The vendors recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible.

**REQUEST FOR AUTHORIZATION TO CONTRACT WITH W.B. MASON COMPANY AND CHASE OFFICE SUPPLIES LTD TO PROVIDE OFFICE FURNITURE – B3396**

Annual/Total Contract Amount	Funding Source	Contract Term	Option	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$7,419,215.63 \$37,096,078.15	Tax Levy	Five Years	None	Competitive Sealed Bidding (RFB) per DOE Procurement Policy & Procedures, Section 3-02	No	Requirements	7166

Vendor Names & Addresses	Total Annual Amount	Total Contract Amount / Five Years
W.B. Mason Co. 1160 Commerce Ave Bronx, New York 10462	\$2,019,483.03	\$10,097,415.15
Chase Office Supplies Ltd 63 Flushing Ave, Unit 244 Brooklyn, NY 11205	\$5,399,732.60	\$26,998,663

Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Andrea Black Director, School Based Procurement	Andrea Black Director, School Based Procurement	Steve Ladolcetta Procurement Analyst, School Based Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization to contract with W.B. Mason Co. (“W.B. Mason”) and Chase Office Supplies LTD (“Chase”) to provide office furniture. These contracts will be utilized on an as-needed basis by schools and central offices. Funding will come from individual schools and/or central office budgets.

**DISCUSSION**

A Request for Bids (“RFB”) – B3396, was released consisting of three Aggregate Classes (each an “AC”, collectively “ACs”) representing a specific manufacturer’s product line. The selection of these manufacturer lines was based on the past five years of usage and will allow schools and offices to match existing furniture and/or design new offices.

The three product lines found in the RFB were: AC 1 – Global Total Office; AC 2 – Hon; and, AC 3 – Herman Miller. Vendors were permitted to bid on one AC or a combination of the three ACs. Each class was composed of line items that represented the usage and spend for each line. Vendors were required to provide pricing for each line item within an AC. Vendors were also permitted to bid the brands and models listed within the bid or offer alternative products that were equivalent to the items specified.

Thirty-Four vendors downloaded the bid which resulted in five bids received.

This Request for Authorization (“RA”) is for ACs 1 – Global Total Office and 2 – Hon. No bids were received for AC 3 – Herman Miller; therefore, School Based Procurement (“SBP”) will look into utilizing the Department of Citywide Administrative Services or New York State Office of General Services contract for this brand. Two bids for AC 1 and three bids for AC 2 were received. An evaluation of the bids determined that Chase was the lowest bidder for AC 1 and W.B. Mason was the lowest bidder for AC 2.

The table below reflects the total bid amount for each AC.

AC	Bidder Names	Total Five-year Bid Amount
1	Chase Office Supplies Ltd	\$27,012,631.00 *VPR - \$26,998,663
	Court Street Office Products	\$30,424,066.00
2	W.B. Mason Co.	\$10,097,415.15
	United Supply	\$12,112,732.50
	FM Office Products	\$12,685,866.64

These contracts will allow for price adjustments, both upward and downward, which will be calculated annually based on the percentage discount offered on each line item in the class. Discounts offered will remain the same for the life of the contracts. At the direction of the Director of SBP, these contracts may be extended for an additional one year. Should the extension be exercised the amount of the extension will be based on the actual spend of the contract.

This contract is a five-year requirements contract to provide office furniture. The RFB included three aggregate classes representing a specific manufacturer's product line: AC 1 – Global Total Office; AC 2 – Hon and AC 3 – Herman Miller. AC 1 received two responsive bids and AC 2 received three responsive bids. AC 3 received no bids and is not included in this RA.

Bidders were required to provide unit prices for 214 Global furniture items and 96 Hon furniture items. All prices include delivery. In addition, for catalog items not included in the bid blank, bidders provided a % discount rate off the manufacturer's catalog list price.

Chase Office Supplies ("Chase") was the lowest responsive bidder in AC1, at 11.2% below the second lowest bidder. W.B. Mason was the lowest responsive bidder in AC 2, at 16.6% below the second lowest bidder in AC 2.

A comparison was done comparing proposed pricing in the bid with the prior contract:

- For AC 1, pricing in total was 2% below the prior contract.
  - For catalog items not included in the bid blank and which represent 52% of the total estimated contract spend, pricing was less than 1% higher.
  - For 159 of the 214 line items that account for 31% of the total estimated contract spend in that class, proposed prices in total were 12% below pricing from the prior contract.
  - For the remaining 55 line items in AC 1, prices were 10% above the prior contract in total, but represent less than 17% of the total estimated contract spend.
  - The DOE requested a voluntary price reduction (VPR) from Chase for AC 1 and it offered a total reduction of less than 1%, totaling \$13,968.
- For AC 2, pricing in total was 7% higher than the prior contract.
  - For catalog items not included in the bid blank and which represent 43% of the total estimated contract spend, pricing was 3% lower than the prior contract as the proposed discount of 63.5% was higher than the 62.25% discount in the prior contract.
  - For 27 of the 96 line items that account for 15% of the total estimated contract spend, proposed prices in total were 8% below pricing from the prior contract.
  - For the remaining line items in AC 2 representing 42% of the estimated spend, prices were 28% above the prior contract in total. Discussions with the vendor indicated that a key factor in the price increases for these items reflected cost increases associated with steel and other raw materials together with continued uncertainty in trade policy impacting these items. In addition, we noted that bid prices submitted for these products by the low bidder were 29% and 47% lower than the second and third low bidder, respectively, for AC 2.
  - The DOE requested a voluntary price reduction (VPR) from W.B. Mason, but the vendor declined.

In light of the competitive nature of the bid and the comparison to the prices of the prior contract, pricing is determined to be fair and reasonable.

**VENDOR RESPONSIBILITY**

The vendors recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible. Noteworthy information was found for the following vendor:

**WB Mason Co Inc.**

PASSPort revealed the following information from the New York City Department of Citywide Administrative Services, Division of Municipal Supply Services' (DCAS) Responsibility Determination (RD):

- In January 2019, a news article revealed that a federal judge in Minnesota ruled that Dairy Queen could pursue its lawsuit against WB Mason for selling "Blizzard" bottled spring water. Dairy Queen's trademark infringement lawsuit against WB Mason claims that the sale of Blizzard water bottles threatens irreparable harm and customer confusion because many Dairy Queen stores also sell the bottled water. This matter is currently pending.

In light of the pending matter above, and the vendor's satisfactory performance on prior DOE work, the vendor is determined to be responsible.



**REQUEST FOR AUTHORIZATION HEAVY DUTY CAFETERIA AND KITCHEN EQUIPMENT – B3219**

Estimated Annual / Total Contract Amounts	Funding Source	Contract Term	Option	Estimated Options Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$1,224,142/ \$6,120,710	Tax Levy	Five Years	One – 1 Year Option to Extend	\$1,224,142	Request for Bids (RFB) per DOE Procurement Policy & Procedures, Section 3-02	No	Requirements	6980

Vendor Names & Addresses	Estimated Annual Contract Amounts	Estimated Total Five Year Contract Amount
Sam Tell and Son, Inc. 300 Smith Street Farmingdale, NY 11735	\$1,099,192	\$5,495,960
Singer Equipment Company, Inc. 150 South Twin Valley Road Elverson, PA 19520	\$ 124,950	\$ 624,750
<b>Total</b>	<b>\$1,224,142</b>	<b>\$6,120,710</b>

Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Janice Zapinsky Deputy Director, Office of Food and Nutrition Services	Lisa D'Amato Director, Office of Food and Nutrition Services	Fior Castellon Procurement Analyst, Transportation, Food and Facilities Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby request authorization on behalf of the Office of Food and Nutrition Services (“OFNS”) to contract with vendors listed above to supply and deliver heavy duty cafeteria and kitchen equipment to school cafeterias, food preparation areas, and OSNS operated school kitchens citywide. This contract will be funded by OFNS.

**DISCUSSION**

On May 29, 2018, the DOE released a Request for Bids (“RFB”) – B3219 seeking vendors to supply and deliver heavy duty cafeteria and kitchen equipment to school cafeterias and food preparation areas. This RFB was advertised for seven days in the City Record and on the Division of Contracts and Purchasing web site.

This RFB consisted of 18 cafeteria and kitchen equipment line items: sinks (five different types and size), steam table, gas and electric convection ovens, hot plates, food processor, range, scale, food slicer table, hood filter, and four combination oven/steamer (different type and size). A listing of approved brands was provided, however, bidders were allowed to supply alternate brands that meet or exceed RFB specification.

Bidders quoted manufacturer’s net price for the equipment (unit cost) and a delivery mark-up which includes cost associated with delivery and assembly (if applicable), to the DOE’s cafeteria and kitchen locations. Awards were made on an item-by-item basis.

W.B. Mason Co. Inc. and United Supply Corp. were determined to be non-responsive for not meeting the RFB’s minimum qualification requirements. Lebron 2015 Equipment Supply, Corp.’s bid was determined to be non-responsive for not meeting RFB specifications. Sam Tell and Singer Equipment also provided quotes for alternate brands on several items for which they were determined non-responsive for not meeting RFB specifications. No protests were submitted by any of the vendors found non-responsive. Refer to Table of Bids.

Sam Tell and Son, Inc. (“Sam Tell”) and Singer Equipment Company, Inc. (“Singer”) however, complied with the specifications for other items, terms and conditions of the RFB for the recommended awarded items. See Table of Bids below.

Equipment pricing will be adjusted annually according to the appropriate Producer Price Index (“PPI”) for Commercial Cooking and Food Warming Equipment, Food product Machinery manufacturing. Delivery markup will be adjusted annually according to PPI for General Freight Trucking. The contract estimate amounts are based on previous usage and projections for new items.

A comparison was done between the proposed pricing in the bid and the current contract. The RFB included four items (Combi-Ovens) which are new items and historical data is not available. Six bids were received for each of these items.

For four items (gas and electric convection ovens, food processor and steamtable), the proposed prices in the bid were approximately 13% lower than prices in the prior contract.

- Total pricing for ten of items were higher than the prior contract by 33%. The DOE requested a Voluntary Price Reduction (“VPR”) from Sam Tell and Singer; however, Sam Tell declined and Singer did not respond.
- In total, pricing for the 14 units currently under contract is 13% higher than prior contract.

Due to the competitive nature of this solicitation, pricing is determined to be fair and reasonable.

**TABLE OF BIDS – B3219**

Note: alternate bids (different equipment brands) submitted by bidders are designated “A” or “B” or “C”.

DOE Item Description	Est. Qty./ Ea.	Vendor Name	Unit Price	Delivery Mark-Up Price	Total Unit Price	*Total Annual Value	*Total Contract Value / 5 Years
MHS120 Steamtable	35	WB Mason	\$3,752.17	\$197.53	\$3,949.70		Deemed Non-Responsive
		Lebron 2015 Equipment	\$3,448.58	\$517.29	\$3,965.87		Deemed Non-Responsive
		United Supply A	\$4,816.54	\$800.00	\$5,616.54		Deemed Non-Responsive
		<b>Sam Tell B</b>	<b>\$6,110.00</b>	<b>\$171.00</b>	<b>\$6,281.00</b>	<b>\$219,835.00</b>	<b>\$1,099,175.00</b>
		Sam Tell A	\$6,611.00	-\$330.00	\$6,281.00	\$219,835.00	\$1,099,175.00
		Singer Equipment A	\$6,780.00	\$100.00	\$6,880.00	\$240,800.00	\$1,204,000.00
TCS001 Three Compartment Sink	3	WB Mason	\$625.00	\$32.89	\$657.89		Deemed Non-Responsive
		Lebron 2015 Equipment	\$604.73	\$90.71	\$695.44		Deemed Non-Responsive
		<b>Sam Tell A</b>	<b>\$1,098.83</b>	<b>\$350.00</b>	<b>\$1,448.83</b>	<b>\$4,346.49</b>	<b>\$21,732.45</b>
		United Supply A	\$1,378.35	\$287.00	\$1,665.35	\$4,996.05	\$24,980.25
		Singer Equipment A	\$1,796.00	\$75.00	\$1,871.00	\$5,613.00	\$28,065.00
TCS002L Three Compartment Sink	3	WB Mason	\$690.00	\$36.31	\$726.31		Deemed Non-Responsive
		Lebron 2015 Equipment	\$667.46	\$100.12	\$767.58		Deemed Non-Responsive
		<b>Sam Tell A</b>	<b>\$1,188.50</b>	<b>\$350.00</b>	<b>\$1,538.50</b>	<b>\$4,615.50</b>	<b>\$23,077.50</b>
		United Supply A	\$1,459.35	\$295.00	\$1,754.35	\$5,263.05	\$26,315.25

DOE Item Description	Est. Qty./ Ea.	Vendor Name	Unit Price	Delivery Mark-Up Price	Total Unit Price	*Total Annual Value	*Total Contract Value / 5 Years
		Singer Equipment A	\$1,984.00	\$75.00	\$2,059.00	\$6,177.00	\$30,885.00
TCS002R Three Compartment Sink	3	WB Mason	\$690.00	\$36.31	\$726.31		Deemed Non-Responsive
		Lebron 2015 Equipment	\$667.46	\$100.12	\$767.58		Deemed Non-Responsive
		<b>Sam Tell A</b>	<b>\$1,188.50</b>	<b>\$350.00</b>	<b>\$1,538.50</b>	<b>\$4,615.50</b>	<b>\$23,077.50</b>
		United Supply A	\$1,459.35	\$295.00	\$1,754.35	\$5,263.05	\$26,315.25
		Singer Equipment A	\$1,984.00	\$75.00	\$2,059.00	\$6,177.00	\$30,885.00
TCS003L Three Compartment Sink - Larger Sink	3	WB Mason	\$989.00	\$52.05	\$1,041.05		Deemed Non-Responsive
		Lebron 2015 Equipment	\$1,063.00	\$159.45	\$1,222.45		Deemed Non-Responsive
		<b>Sam Tell A</b>	<b>\$1,909.14</b>	<b>\$350.00</b>	<b>\$2,259.14</b>	<b>\$6,777.42</b>	<b>\$33,887.10</b>
		Singer Equipment A	\$2,666.00	\$75.00	\$2,741.00	\$8,223.00	\$41,115.00
		United Supply A	\$2,689.65	\$418.00	\$3,107.65	\$9,322.95	\$46,614.75
TCS003R Three Compartment Sink - Larger Sink	3	WB Mason	\$989.00	\$52.05	\$1,041.05		Deemed Non-Responsive
		Lebron 2015 Equipment	\$1,063.00	\$159.45	\$1,222.45		Deemed Non-Responsive
		<b>Sam Tell A</b>	<b>\$1,909.14</b>	<b>\$350.00</b>	<b>\$2,259.14</b>	<b>\$6,777.42</b>	<b>\$33,887.10</b>
		Singer Equipment A	\$2,666.00	\$75.00	\$2,741.00	\$8,223.00	\$41,115.00
		United Supply A	\$2,689.65	\$418.00	\$3,107.65	\$9,322.95	\$46,614.75
HER39C Electric Hot Plate Range - 6 Burner	10	Singer Equipment C	\$5,748.00	\$100.00	\$5,848.00		Deemed Non-Responsive
		Sam Tell A	\$5,486.56	\$424.44	\$5,911.00		Deemed Non-Responsive
		WB Mason	\$6,628.91	\$348.89	\$6,977.80		Deemed Non-Responsive
		<b>Singer Equipment A</b>	<b>\$7,040.00</b>	<b>\$100.00</b>	<b>\$7,140.00</b>	<b>\$71,400.00</b>	<b>\$357,000.00</b>
		United Supply A	\$7,452.00	\$945.00	\$8,397.00	\$83,970.00	\$419,850.00
SCG001 Single Convection Oven - Gas	5	WB Mason	\$2,195.00	\$115.53	\$2,310.53		Deemed Non-Responsive
		Lebron 2015 Equipment	\$2,362.50	\$354.38	\$2,716.88		Deemed Non-Responsive
		<b>Singer Equipment A</b>	<b>\$2,703.00</b>	<b>\$125.00</b>	<b>\$2,828.00</b>	<b>\$14,140.00</b>	<b>\$70,700.00</b>
		United Supply B	\$2,195.00	\$640.00	\$2,835.00	\$14,175.00	\$70,875.00
		Sam Tell B	\$2,650.00	\$250.00	\$2,900.00	\$14,500.00	\$72,500.00
		Sam Tell A	\$2,524.00	\$414.97	\$2,938.97	\$14,694.85	\$73,474.25
		Ideal Restaurant	\$2,650.00	\$490.00	\$3,140.00	\$15,700.00	\$78,500.00

DOE Item Description	Est. Qty./ Ea.	Vendor Name	Unit Price	Delivery Mark-Up Price	Total Unit Price	*Total Annual Value	*Total Contract Value / 5 Years
		Singer Equipment B	\$4,717.00	\$125.00	\$4,842.00	\$24,210.00	\$121,050.00
		United Supply A	\$5,088.47	\$824.00	\$5,912.47	\$29,562.35	\$147,811.75
SCE001 Single Convection Oven - Electric	5	Lebron 2015 Equipment	\$2,362.50	\$354.38	\$2,716.88		Deemed Non-Responsive
		<b>Singer Equipment A</b>	<b>\$2,703.00</b>	<b>\$125.00</b>	<b>\$2,828.00</b>	<b>\$14,140.00</b>	<b>\$70,700.00</b>
		Sam Tell B	\$2,650.00	\$250.00	\$2,900.00	\$14,500.00	\$72,500.00
		Sam Tell A	\$2,524.00	\$414.97	\$2,938.97	\$14,694.85	\$73,474.25
		Ideal Restaurant	\$2,650.00	\$490.00	\$3,140.00	\$15,700.00	\$78,500.00
		WB Mason	\$4,185.92	\$220.31	\$4,406.23	\$22,031.15	\$110,155.75
		Singer Equipment B	\$4,362.00	\$125.00	\$4,487.00	\$22,435.00	\$112,175.00
		United Supply A	\$4,705.67	\$750.00	\$5,455.67	\$27,278.35	\$136,391.75
FPR002 Food Processor - Mid Range	120	WB Mason	\$661.50	\$34.81	\$696.31		Deemed Non-Responsive
		<b>Sam Tell A</b>	<b>\$735.00</b>	<b>\$119.00</b>	<b>\$854.00</b>	<b>\$102,480.00</b>	<b>\$512,400.00</b>
		Singer Equipment A	\$779.00	\$125.00	\$904.00	\$108,480.00	\$542,400.00
		United Supply A	\$793.80	\$569.00	\$1,362.80	\$163,536.00	\$817,680.00
SCL001 Scale 100 LBS	10	<b>Sam Tell A</b>	<b>\$1,043.00</b>	<b>\$357.00</b>	<b>\$1,400.00</b>	<b>\$14,000.00</b>	<b>\$70,000.00</b>
		Singer Equipment A	\$1,875.00	\$75.00	\$1,950.00	\$19,500.00	\$97,500.00
FBR001 Four Burner Range - Gas	4	WB Mason	\$990.00	\$52.10	\$1,042.10		Deemed Non-Responsive
		Lebron 2015 Equipment	\$1,312.50	\$196.88	\$1,509.38		Deemed Non-Responsive
		Sam Tell A	\$2,430.58	\$569.42	\$3,000.00		Deemed Non-Responsive
		United Supply A	\$3,573.87	\$625.00	\$4,198.87		Deemed Non-Responsive
		<b>Singer Equipment A</b>	<b>\$5,480.00</b>	<b>\$125.00</b>	<b>\$5,605.00</b>	<b>\$22,420.00</b>	<b>\$112,100.00</b>
		United Supply B	\$7,871.29	\$1,374.00	\$9,245.29	\$36,981.16	\$184,905.80
FST001 Food Slicer Table	27	Lebron 2015 Equipment	\$188.00	\$28.20	\$216.20		Deemed Non-Responsive
		Singer Equipment A	\$639.00	\$50.00	\$689.00		Deemed Non-Responsive
		<b>Sam Tell A</b>	<b>\$645.00</b>	<b>\$155.00</b>	<b>\$800.00</b>	<b>\$21,600.00</b>	<b>\$108,000.00</b>
HGF001Hood Grease Filters 20" X 20"	10	Sam Tell A	\$76.48	\$23.52	\$100.00		Deemed Non-Responsive
		<b>Singer Equipment A</b>	<b>\$280.00</b>	<b>\$5.00</b>	<b>\$285.00</b>	<b>\$2,850.00</b>	<b>\$14,250.00</b>
SCBOG001 Single Boilerless Combi-Oven/Steamer, Gas	10	Singer Equipment C	\$12,312.00	\$150.00	\$12,462.00		Deemed Non-Responsive
		Singer Equipment B	\$12,597.00	\$150.00	\$12,747.00		Deemed Non-Responsive
		<b>Sam Tell A</b>	<b>\$12,319.00</b>	<b>\$1,231.90</b>	<b>\$13,550.90</b>	<b>\$135,509.00</b>	<b>\$677,545.00</b>

DOE Item Description	Est. Qty./ Ea.	Vendor Name	Unit Price	Delivery Mark-Up Price	Total Unit Price	*Total Annual Value	*Total Contract Value / 5 Years
		Singer Equipment A	\$13,884.00	\$150.00	\$14,034.00	\$140,340.00	\$701,700.00
		Lebron 2015 Equipment	\$16,605.90	\$2,490.89	\$19,096.79	\$190,967.85	\$954,839.25
		United Supply A	\$19,641.07	\$1,647.00	\$21,288.07	\$212,880.70	\$1,064,403.50
SCBOE001 Single Boilerless Combi Oven/Steamer, Electric	10	Singer Equipment C	\$10,517.00	\$150.00	\$10,667.00		<b>Deemed Non-Responsive</b>
		Singer Equipment B	\$10,723.00	\$150.00	\$10,873.00		<b>Deemed Non-Responsive</b>
		<b>Sam Tell A</b>	<b>\$10,700.00</b>	<b>\$1,070.00</b>	<b>\$11,770.00</b>	<b>\$117,700.00</b>	<b>\$588,500.00</b>
		Singer Equipment A	\$12,059.00	\$150.00	\$12,209.00	\$122,090.00	\$610,450.00
		Lebron 2015 Equipment	\$13,941.90	\$2,091.29	\$16,033.19	\$160,331.85	\$801,659.25
		United Supply A	\$15,177.63	\$2,000.00	\$17,177.63	\$171,776.30	\$858,881.50
DCBOG001 Double Boilerless Combi Oven/Steamer, Gas	10	Singer Equipment B	\$12,315.80	\$150.00	\$12,465.80		<b>Deemed Non-Responsive</b>
		Singer Equipment C	\$12,569.00	\$150.00	\$12,719.00		<b>Deemed Non-Responsive</b>
		<b>Sam Tell A</b>	<b>\$22,116.00</b>	<b>\$2,211.60</b>	<b>\$24,327.60</b>	<b>\$243,276.00</b>	<b>\$1,216,380.00</b>
		Singer Equipment A	\$24,924.00	\$150.00	\$25,074.00	\$250,740.00	\$1,253,700.00
		Lebron 2015 Equipment	\$34,006.50	\$5,100.98	\$39,107.48	\$391,074.80	\$1,955,374.00
		United Supply A	\$38,630.08	\$2,965.00	\$41,595.08	\$415,950.80	\$2,079,754.00
DCBOE001 Double Boilerless Combi- Oven/Steamer, Electric	10	Singer Equipment B	\$10,414.00	\$150.00	\$10,564.00		<b>Deemed Non-Responsive</b>
		Singer Equipment C	\$10,670.00	\$150.00	\$10,820.00		<b>Deemed Non-Responsive</b>
		<b>Sam Tell A</b>	<b>\$19,788.00</b>	<b>\$1,978.00</b>	<b>\$21,766.00</b>	<b>\$217,660.00</b>	<b>\$1,088,300.00</b>
		Singer Equipment A	\$22,301.00	\$150.00	\$22,451.00	\$224,510.00	\$1,122,550.00
		United Supply A	\$29,202.53	\$2,365.00	\$31,567.53	\$315,675.30	\$1,578,376.50
		Lebron 2015 Equipment	\$28,455.75	\$4,268.36	\$32,724.11	\$327,241.13	\$1,636,205.65

\* The Annual Value and Total Contract Value/5 Year amounts are only reflected for those bidders found responsive.

**VENDOR RESPONSIBILITY**

The vendors recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible.

**REQUEST FOR AUTHORIZATION TO CONTRACT WITH SYSTEMS 2000 PLUMBING SERVICE FOR REPAIR OF PLUMBING SYSTEMS – B3318**

Estimated Annual / Total Contract Amounts	Funding Source	Contract Term	Option	Estimated Options Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$1,231,992 / \$6,159,960	Tax Levy	Five Years	One – 1 Year Option to Extend	\$1,231,992	Request for Bids (RFB) per DOE Procurement Policy & Procedures, Section 3-02	No	Requirements	6764

<b>Vendor Name &amp; Address</b>	Systems 2000 Plumbing Service Inc. 424 East 81 <sup>st</sup> Street New York, NY 10028
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Glen Jemmott Deputy Director, Division of School Facilities	Stephen Valente Director, Division of School Facilities	Kelvyn Rodriguez Procurement Analyst, Transportation, Food and Facilities Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Division of School Facilities (“DSF”) to contract with Systems 2000 Plumbing Service Inc. (“Systems 2000”) for repair of plumbing systems in schools and other DOE buildings located in Queens. This contract will replace a current contract set to expire November 15, 2019. Services are being contracted-out because the DOE does not have the appropriate licensed and trained staff to perform this work. The contracts will be funded by DSF.

**DISCUSSION**

This Request for Bids (“RFB”) – B3318 was advertised for seven days in the City Record and posted on the DOE’s Division of Contracts and Purchasing website for 207 days. The RFB consisted of the following three Aggregate Classes (each an “AC”, collectively “ACs”): AC 1 – Queens (Districts 24, 30); AC 2 – Queens (Districts 25, 26); and, AC 3 – Queens (Districts 27, 28, 29). Each AC received five bids.

Flow-Right Plumbing & Heating Corp. the low bidder on all three ACs withdrew their bid. The RFB limited awards to no more than two ACs per vendor unless the DOE can obtain at least ten percent cost savings. Notably, Systems 2000’s prices were more than ten percent lower than the next lowest bidder in all of the ACs and the limitation of award is waived.

DSF reviewed the qualifications for Systems 2000 and determined that it satisfied the requirements of the RFB and has the organizational capacity to service the three ACs. Systems 2000 has no prior contracts with the DOE, but reference checks indicated satisfactory performance.

The contract estimate amount is based on prior usage. On comparable items, the contract prices are approximately six percent higher than under the previous competitively awarded contracts. Systems 2000’s prices are approximately 18 percent lower than those of the next lowest bidder. Based on the foregoing and the five bids received, these prices have been determined to be fair and reasonable.

**REPAIR OF PLUMBING SYSTEMS – B3318**

**AC 1 – Queens (Districts 24, 30)**

Contractor Name	Annual Contract Value	Total Contract Value / 5 Years
Flow-Right Plumbing	\$385,783	Withdrew Bid
<b>Systems 2000 Plumbing</b>	<b>\$461,946</b>	<b>\$2,309,730</b>
TriStar Plumbing & Heating	\$545,860	
Charles A. Dimino Inc	\$614,730	
Boyd Mechanical LLC	\$655,417	

**AC 2 – Queens (Districts 25, 26)**

Contractor Name	Annual Contract Value	Total Contract Value / 5 Years
Flow-Right Plumbing	\$258,982	Withdrew Bid
<b>Systems 2000 Plumbing</b>	<b>\$310,795</b>	<b>\$1,553,975</b>
TriStar Plumbing & Heating	\$365,676	
Charles A. Dimino Inc	\$408,793	
Boyd Mechanical LLC	\$436,382	

**AC 3 – Queens (Districts 27, 28, 29)**

Contractor Name	Annual Contract Value	Total Contract Value / 5 Years
Flow-Right Plumbing	\$400,908	Withdrew Bid
<b>Systems 2000 Plumbing</b>	<b>\$459,251</b>	<b>\$2,296,255</b>
TriStar Plumbing & Heating	\$544,100	
Charles A. Dimino Inc	\$626,112	
Boyd Mechanical LLC	\$672,406	

**VENDOR RESPONSIBILITY**

The vendor recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible.

**REQUEST FOR AUTHORIZATION TO CONTRACT WITH ATC GROUP SERVICES LLC FOR ASBESTOS BULK AND AIR SAMPLING, ANALYSIS AND PROJECT MONITORING – B3158**

Estimated Annual / Total Contract Amounts	Funding Source	Contract Term	Option	Estimated Options Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$1,348,146 / \$6,740,730	Tax Levy	Five Years	One – 1 Year Option to Extend	\$1,348,146	Request for Bids (RFB) per DOE Procurement Policy & Procedures, Section 3-02	No	Requirements	7291

<b>Vendor Name &amp; Address</b>	ATC Group Services LLC 104 East 25 <sup>th</sup> Street New York, NY 10010
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Bernard Orlan Director, Division of School Facilities	Stephen Valente Director, Division of School Facilities	Kelvyn Rodriguez Procurement Analyst, Transportation, Food and Facilities Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Division of School Facilities (“DSF”) to contract with ATC Group Services LLC (“ATC”) to provide the labor, material, and supervision required to inspect for asbestos, monitor asbestos projects, report on and describe Asbestos Containing Materials (“ACM”) and suspected ACMs and their condition, approximate the quantity of damaged material, analyze thermal and miscellaneous ACMs, collect bulk/air samples and analyze, prepare reports and ACP-5 forms as requested, signed and sealed by the New York City Department of Environmental Protection certified Asbestos investigator in schools and other DOE buildings. This contract will be replacing a contract that exceeded its estimated expenditures. These services are being contracted-out because the DOE does not have the appropriate licensed and trained staff to perform this work. The contract will be funded by DSF.

**DISCUSSION**

This Request for Bids (“RFB”) – B3158 was advertised for seven days in the City Record and posted on the DOE’s Division of Contracts and Purchasing website for seventy-one days. The RFB consisted of the following two geographically defined Aggregate Classes (each, an “AC”, collectively “ACs”): AC 1 – South Brooklyn (Districts 17, 18, 20, 21, and 22) and AC 2 – Staten Island (District 31). The remaining geographical areas are currently being handled by a separate contractor and that contract does not expire until February of 2020. Each AC received seven bids.

DSF reviewed the qualifications for ATC and determined that they satisfied the requirements of the RFB and have the organizational and financial capacity to service the two ACs. ATC has held previous contracts for similar services with the DOE and have provided satisfactory service.

The contract estimate amount is based on prior usage. On comparable items, the contract prices are approximately five percent lower than under the previous competitively awarded contract. ATC’s prices are approximately 17 percent lower than those of the next lowest bidder. Based on the competitive nature of the procurement as demonstrated by the receipt of several bids, these prices have been determined to be fair and reasonable.



**ASBESTOS BULK AND AIR SAMPLING, ANALYSIS AND PROJECT MONITORING – B3158**

**AC 1 – South Brooklyn (Districts 17, 18, 20, 21, 22)**

Contractor Name	Annual Contract Value	Total Contract Value / 5 Years
<b>ATC Group Services</b>	<b>\$974,438</b>	<b>\$4,872,190</b>
KAM Consultants Corp	\$1,151,000	
Environmental Management Solutions	\$1,480,293	
Airtek Environmental Corp	\$1,752,200	
Athenica Environmental Services	\$2,134,700	
Precision Environmental Inc	\$2,267,600	
Exclusive Testing Labs Inc	\$2,444,862	

**AC 2 – Staten Island (District 31)**

Contractor Name	Annual Contract Value	Total Contract Value / 5 Years
<b>ATC Group Services</b>	<b>\$373,708</b>	<b>\$1,868,540</b>
KAM Consultants Corp	\$454,900	
Environmental Management Solutions	\$464,188	
Airtek Environmental Corp	\$606,400	
Athenica Environmental Services	\$725,100	
Precision Environmental Inc	\$727,600	
Exclusive Testing Labs Inc	\$799,734	

**VENDOR RESPONSIBILITY**

A review of ATC Group Services LLC’s (ATC) PASSPort submission revealed the following self-reports cautions:

- ATC was subject to a total of 7 violations from 2014 to 2018 issued by the New York City Department of Environmental Protection (NYC DEP) and the New York State Department of Labor (NYS DOL). All of the violations have been settled, dismissed, and paid, with fines ranging from \$550 to \$4,500.
- From 2014 to 2018, ATC was investigated by the U.S. Environmental Protection Agency, Connecticut Department of Public Health, and the U.S. Federal Aviation Administration. All of the investigations were settled and ATC paid fines ranging from \$3,000 to \$32,400.

The DOE is also aware of the following:

- An October 2018 news article revealed that ATC was a defendant listed in a putative class action lawsuit for failure to inspect and remediate lead in housing operated by New York City Housing Authority. The plaintiffs alleged that ATC’s visual lead paint inspections contradicted the lead hazard investigation findings determined by the New York City Department of Health and Mental Hygiene. In June 2019, ATC was advised that it would be dismissed from the lawsuit.
- A May 2015 news article revealed that the Nuclear Regulatory Commission (NRC) fined ATC \$3,500 in response to a November 2013 incident when a truck carrying a portable nuclear gauge was stolen after a company employee left the vehicle unattended, unlocked, and with keys in the ignition, in violation of agency regulations. ATC paid the fine.

As the matters above have been addressed and in light of the vendor’s satisfactory performance on prior DOE contracts, the DOE determines ATC to be responsible.

**REQUEST FOR AUTHORIZATION TO CONTRACT WITH BARD COLLEGE TO PROVIDE HIGH SCHOOL EARLY COLLEGE PROGRAMS**

Annual/Total Contract Amount	Funding Source	Contract Term	Option	Options Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$895,000 / \$1,790,000	Tax Levy	7/01/18 – 6/30/20	None	None	Negotiated Services Contract per DOE Procurement Policy & Procedures, Section 3-08	Yes	Full Value	7168

<b>Vendor Name &amp; Address</b>	Bard College 525 East Houston Street New York, NY 10002
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Brian Fuller Chief Of Staff Division of School Planning & Development	Kebrina Carter Executive Director, Office of First Deputy Chancellor	Denesia Stroom -Blair Director, Funded & Special Services Procurement Central Office Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of First Deputy Chancellor and Division of School Planning and Development to contract with Bard College (“Bard”) to provide a college preparatory program for about 1,150 students at Bard High School Early College (“BHSEC”) campus locations in Manhattan and Queens.

**DISCUSSION**

Bard joined the early college movement in 1979 when it merged with Simon’s Rock, the nation’s first private, residential early college. Since 2001, the leadership of Bard has partnered with the DOE to operate two New York City campuses to provide innovative public-private early college partnerships for public secondary education students.

BHSEC equips a diverse group of students for college-level work through a rigorous 9<sup>th</sup> and 10<sup>th</sup> grade college preparatory program that transitions directly into two years of a liberal arts and sciences college curriculum, culminating in 60 transferable college credits and a tuition-free Associate in Arts degree from Bard College, awarded concurrently with a high school diploma.

Having developed and pioneered the high school early college model, Bard is uniquely qualified to partner with the DOE to administer this program, and has a record of demonstrated success: 93% of BHSEC students earned an Associate’s degree in 2018, 96% of its 2017 graduates continued on to four-year institutions of higher education, and close to 80% of the 2012 Queens and Manhattan graduating classes completed Bachelor’s degrees within six years of graduating from BHSEC.

This contract is retroactive due to ongoing negotiations between Bard and the DOE.

DOE funding to Bard is set at \$895,000 per year, which will cover a portion of the program’s total labor costs for student support and instructional staff. Bard has provided an additional \$3,644,444.59 from its own funding sources for Fiscal Year (“FY”) 2019 and \$3,712,495.56 for FY 2020, in direct in-kind funding to cover the remaining labor and other than personal services costs of the program. The DOE will pay only 24% of the total maximum two-year program cost of \$7,356,940.15.

Bard will further provide 30 transferable college credits per year to each enrolled first-year and second-year college student (juniors and seniors in high school) at no cost to either the student or the DOE. At Bard’s current tuition costs

per credit hour of \$1,688 in FY 2019 and \$1,736 in FY 2020, this in-kind contribution comes to \$28,662,240 for FY 2019 and \$31,508,400 for FY 2020.

Accordingly, pricing is determined to be fair and reasonable.

The Committee on Contracts approved this Negotiated Service contract on July 26, 2019, on the basis of continuation of services.

**VENDOR RESPONSIBILITY**

In March 2016, Bard entered into a Settlement Agreement with the United States Department of Justice (DOJ) regarding allegations that it violated the False Claims Act through certain misrepresentations and omissions to individual students and the United States Department of Education (U.S. DOE). The allegations involved the receipt and disbursement of Title IV federal student aid funds regarding Bard's Master of Arts in Teaching Program in California, which received funding from the Teacher Quality Partner Grant Program. Bard agreed to pay \$4 million through a payment schedule, which is outlined in the Settlement Agreement and the DOJ has no intention to pursue an investigation and/or file suit under the False Claims Act against any Bard individuals. The U.S DOE renewed Bard's Program Participation Agreement until September 2022.

In light of the resolution of this matter, and the vendor's exceptional performance on prior DOE contracts, the DOE determines the vendor to be responsible.

**REQUEST FOR AUTHORIZATION TO CONTRACT WITH PROVIDERS AS FAMILY CHILD CARE NETWORKS (FCCN) IN DISTRICT 27 WITHIN NEW YORK STATE**

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$1,000,000.00	Tax Levy	7/1/19 – 6/30/20	Negotiated Services (NS) Contracts per DOE Procurement Policy & Procedures, Section 3-08	Yes	Full Value	7346

<b>Vendor Names &amp; Address</b>	See Table Below:
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Teija Sudol Senior Advisor, Division of Early Childhood Education	Xanthe Jory Chief Policy and Planning Officer, Division of Early Childhood Education	Breanne Sutherland Director, Early Childhood Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization to contract with the below-named vendors as Family Child Care Networks (“FCCNs”) to participate in the implementation of high-quality instructional 3-K Services within Family Child Care (“FCC”) settings in Community School District 27.

**DISCUSSION**

In 1997, the New York State Education Department (“NYSED”) established the Universal Prekindergarten program (“UPK”), which entitles eligible four-year-olds to receive 2 hours and 30 minutes of instructional programming for 180 days at no charge to families. In March 2014, the State legislature approved a \$300 million grant to expand full-day pre-kindergarten access in New York City.

In April 2017, the 3-K for All (“3-K”) program was introduced and announced as part of Mayor de Blasio’s initiative to expand high-quality early childhood care and education for New York City (“NYC”) children. Implementation of the 3-K program is targeted to provide three-year-olds with universal, free, and enhanced early childhood education within NYC’s five boroughs. In addition to launching 3-K, Mayor de Blasio announced the City’s initiative to transfer the Administration for Children Services’ (“ACS”) system of contracted early care and education services for children ages 0-5, called EarlyLearn to the DOE.

As part of the City’s move to consolidate early childhood education programming, several different types of programs that are currently managed by ACS will transition to the DOE’s Division of Early Childhood Education (“DECE”) in 2019, including FCC programs which currently operate as part of the ACS EarlyLearn initiative. FCC is defined as child care provided by a non-family member in a home-based setting.

A Request for Proposals (“RFP”) – R1278 released on June 12, 2019, sought to identify eligible, high-quality FCCNs that were willing to collaborate with DECE to implement the 3-K program in NYC, in addition to income-eligible services for infants, toddlers, and 3-year-olds for school year 2020-2021. Providers will need to respond to RFP – R1278 if they wish to provide FCCN services beyond the expiration of this negotiated service contract.

The one-year pilot will afford us the opportunity to better understand the types of supports the DECE will need to put into place for FCCNs and providers that propose to offer 3-K in 2020-2021, as well as the children and families who will be part of this care and education model.

The Committee on Contracts approved these NS contracts on June 28, 2019.

Budgets were negotiated between DECE and vendors, and pricing is determined to be fair and reasonable.

These contracts are retroactive due to the timing needed to finalize vendors and amounts. Child care services begin in September 2019 for school year 2019-2020.

Vendor Names	Component #1: Fund FCCNs administrative rate of \$2,500/child for up to 100 3-K seats/network	Component #2: Fund FCCNs to pay 3-K FCC providers a rate of \$7,500 per child for up to 100 seats/network	Total Contract Amount
SCO Family of Services	\$250,000.00	\$750,000.00	\$1,000,000.00

**VENDOR RESPONSIBILITY**

A review of SCO Family of Services' (SCO) PASSPort submission identified the following self-reported caution:

- In February 2016, SCO received subpoenas from the Suffolk County District Attorney's (SCDA) office and the New York City Department of Investigation (DOI) seeking records regarding a foster parent suspected of abuse and maltreatment of children placed in his care. After reporting the allegations to authorities, SCO immediately removed the children and closed the home. The foster parent was arrested and subsequently indicted by the SCDA. The New York City Administration for Children's Services (ACS) and the New York State Office of Children Family Services (NYS OCFS) also requested records on the case and the matter is being investigated by both agencies. In January 2017, ACS placed SCO on a Corrective Action Plan (CAP) and conducted an intensive review of SCO's foster care practices. ACS indicated SCO participated fully in this process and has made satisfactory progress with the CAP. SCO also hired an oversight monitor with the approval of NYS OCFS who reviewed SCO's Family Foster Care and concluded that SCO had substantially complied with the established CAP.

PASSPort revealed the following information from the ACS' Responsibility Determination (RD):

- There were a total of 9 lawsuits filed against SCO regarding discrimination of disability, race or age, violation of The Fair Labor Act, sexual assault and violation of civil rights. Of the 9 lawsuits, 6 were dismissed, 1 was settled and 2 are pending.
- An August 2015 press release by the New York State Justice Center for the Protection of People with Special Needs (NYS Justice Center) and a September 2017 news report revealed former employees of SCO were accused of endangering the welfare of an incompetent and physically disabled client. ACS advised that SCO took immediate action to report the allegations to the NYS Justice Center. The former employees were arrested and terminated following an internal review.
- An April and May 2016 news article reported that a Queen's foster mother was sentenced to 13 years in prison for first degree assault after she failed to seek medical attention for a 19-month child in her care after he was burned by scalding water while sitting in a bathtub. The vendor immediately reported the incident to the appropriate authorities and closed the foster home. The foster parent was convicted and sentenced to 13 years in prison.
- Two news articles from July 2017 and a February 2018 revealed a sexual assault of a woman by four young men who lived in a shelter run by SCO. All four men were arrested and SCO submitted a letter to the New York City Department of Youth and Community Development (DYCD) indicating that they have fully cooperated with the New York City Police Department (NYPD). DYCD placed SCO on a Corrective Action Plan (CAP) and according to ACS' RD, DYCD advised that SCO is currently in compliance with the CAP.

Additionally, the DOE discovered the following information:

- A February 2014 audit by the New York State Comptroller's Office (NYS Comptroller) of grant payments made to SCO for the Extended School Day Program (ESD) for the period July 1, 2011 to June 30, 2012 disallowed \$194,320 in reimbursement claims made by SCO. The New York State Education Department (NYSED) concluded that \$101,462 in overpayments were due, which SCO has paid in full.
- There were a total of 3 lawsuits filed against SCO in relation to discrimination in employment, failure to pay overtime wages and a parent's claim that SCO wrongly took custody of two children. Of the 3 lawsuits, 1 was dismissed, 1 was settled and 1 is pending.

SCO operates more than 85 programs at 122 locations with approximately 4,000 employees, and has operating revenues of over \$263 million in Fiscal Year 2019. In light of SCO's cooperation with authorities, the resolution or pending status of the matters reported above, and the vendor's satisfactory performance on DOE contracts, the DOE determines SCO to be responsible.

**REQUEST FOR AUTHORIZATION TO CONTRACT WITH NATIONAL STUDENT CLEARINGHOUSE TO PROVIDE ONLINE ACCESS TO STUDENTTRACKER**

Estimated/ Total Contract Amount	Funding Source	Contract Term	Option	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No
\$185,063	Tax Levy	Five Years	None	Negotiated Service (NS) Contract per DOE Procurement Policy & Procedures, Section 3-08	Yes	Full Value	7008

<b>Vendor Name &amp; Address</b>	National Student Clearinghouse 2300 Dulles Station Blvd. Ste. 220 Herndon, VA 20171- 3280
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Michelle Paladino Executive Director, Division of Teaching and Learning	Morayo Oyemade Deputy Senior Executive Director, Division of Teaching and Learning	Taniya Russell Procurement Analyst, Technology & Instructional Material Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Division of Teaching and Learning’s Research & Policy Support Group (“RPSG”) to contract with National Student Clearinghouse (“NSC”) to provide information about high school graduates’ enrollment in colleges and universities via NSC’s StudentTacker service.

**DISCUSSION**

Founded in 1993, NSC is a not-for-profit corporation that provides student degree and enrollment verification for over 3,600 colleges and universities throughout the U.S., which represents 99% of students in public and private institutions enrolled by NSC participants. NSC’s StudentTracker for high schools is the only service that provides this information on a secure and easy batch file exchange. Use of this service reduces districts’ labor-intensive administrative burden of having to verify the postgraduate status of their students. The StudentTracker service will further the accuracy of college enrollment rates on accountability metrics and advanced analytics, focused on college readiness. This will increase the responsibility of schools to prepare their students for college and career.

Under this contract, NSC will provide data sets to DOE for the completion of two projects: (1) School Quality Reports, and (2) the Update of DOE Databases. While NSC will provide the DOE with summary reports and a student-level detail report, the DOE will be allowed to submit up to eight annual file submissions of students (not to exceed 470,000 total records). Any data submitted to NSC will be treated confidentially and can only be used by NSC to provide the services to the DOE.

It is necessary to contract for these services because the DOE does not have the resources to perform these services. A Negotiated Service (“NS”) contract is necessary because NSC is the only provider of student college enrollment records on a student-level to educational institutions. Future requirements will be handled based on the DOE’s future needs and the condition of the market for these services.

Contract Year	Price	Multi-Year Discounts
Year 1	\$43,038	
Year 2	\$38,734	10% less from Year 1
Year 3	\$36,582	15% less from Year 1
Year 4	\$34,430	20% less from Year 1
Year 5	\$32,279	25% less from Year 1
<b>TOTAL</b>	<b>\$185,063</b>	

Due to the large size of the DOE, NSC has offered per student pricing generally provided to State Agencies of \$0.75 per high school graduate. Annual fees will be fixed in advance, calculated using the number of students that graduated high school in 2018 (57,384 students). As the DOE has agreed to a multiple-year contract, the vendor has provided discounts in years two through five ranging from 10% to 25% off the fixed first year price.

Further, NSC has provided a price certification to the DOE, agreeing that its prices will be set at the lowest available rates for the same or a substantially similar quantity of like services for the full term of the contract.

The Committee on Contracts approved this NS contract with NSC 6/6/2019.

**VENDOR RESPONSIBILITY**

The vendor recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible.

**REQUEST FOR AUTHORIZATION TO AMEND A CONTRACT WITH CLAIRE WEISZ ARCHITECTS LLP D/B/A WXY ARCHITECTURE + URBAN DESIGN TO PROVIDE FAMILY AND COMMUNITY ENGAGEMENT SERVICES**

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Option	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
Original Contract Amt.: \$310,000 <b>Amend Amt.: \$465,000</b> New Total Contract Amt.: \$775,000	Title IV Federal Funds	9/1/19 – 5/31/20	None	Contract Amendment Per DOE Procurement Policy & Procedures, Section 4-08	Yes	Full Value	7217

<b>Vendor Name &amp; Address:</b>	Claire Weisz Architects, LLP d/b/a WXY Architecture + Urban Design 224 Centre Street, 5 <sup>th</sup> Fl. New York, NY 10013
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Monique Nieves Director of Strategic Budgeting, Procurement & Contract Management, Office of Student Enrollment	Monique Nieves Director of Strategic Budgeting, Procurement & Contract Management, Office of Student Enrollment	Lisvett Jaen Director, Central Office Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of Student Enrollment (“OSE”) to amend its contract with Claire Weisz Architects, LLP d/b/a WXY Architecture + Urban Design (“WXY Architecture”) to provide family and community engagement services to three new school districts.

**DISCUSSION**

WXY Architecture is an award-winning multi-disciplinary practice specializing in complex public projects. WXY Architecture has led several school policies, research, and planning projects including the District 15 Diversity Plan, DOE’s Equitable Admissions Study, the Community School District 1 Study on Assignment Policy Effects, the Boston Public Schools Assignment Policy Development Geospatial Analysis and the New Rochelle School Capacity Study.

WXY Architecture developed and led the community planning and engagement process in DOE’s Districts 9 and 13 as part of the School Diversity Grant program. OSE plans to expand this contract so that WXY Architecture can serve three additional districts (16, 28, and 31). The planning process will take a comprehensive approach in supporting the DOE’s commitment to support quality learning environments that reflect the diversity of New York City by engaging community members, incorporating community input, and making data related to school diversity more transparent. Among the services WXY Architecture will provide are the following:

- Develop tailored strategies for community planning and engagement processes for diversity initiatives at the school district level;
- Collect and organize community concerns and ideas in order to influence and prioritize the DOE’s diversity initiatives;
- Conduct in-depth data analysis and data simulations that reflect the communities input;
- Provide a model for other communities and school district planning efforts;
- Build a base of engaged residents ready to advocate collectively for community needs; and,
- Build DOE’s internal capacity for future DOE planning initiatives.

Based on their experience in District 15, as well as their experience in the planning stages of supporting Districts 9 and 13, this vendor’s specific services are deemed critical to supporting the success of the new districts. WXY Architecture will support these districts in a community engagement process that relates to diversity and integration requires a variety of skills, such as: stakeholder analysis, facilitation of community meetings, synthesis and presentation of information gathered at meetings, data analysis and project management skills.

The scope of this project, one which necessitates that OSE now support five districts concurrently, requires a vendor who has established these skills and services in the context of school diversity and integration. WXY Architecture is



the only vendor who has demonstrated such services. Since contracting with WXY Architecture for the original two Districts (9 and 13), the organization has demonstrated a firm understanding of the steps necessary to scope, plan and implement full-scale community engagement processes in DOE's school districts. Furthermore, the organization has stated capacity to expand their work from two districts to five districts.

WXY Architecture has proposed the same per school district price of \$155,000 from the original contract. With three DOE school districts to receive services, the total proposed additional contract value totals to \$465,000.

WXY Architecture's proposed services are the same as in the original contract, requiring 1,105 labor hours per school district at loaded hourly labor rates ranging from \$99.35 to \$287.96, with a weighted average rate of \$140.27. All rates are within the range of hourly rates in the competitively negotiated Multiple Task Award Contract ("MTAC") – R1155, for Services to Support Safe and Supportive School Communities. Additionally, WXY Architecture has agreed to provide further in-kind services valued at \$75,000 in support of all five districts at no charge to the DOE. Accordingly, pricing is determined to be fair and reasonable.

A contract for these services is necessary because the DOE does not have the expertise, personnel, and/or resources to meet the program's objectives.

An amendment is required to provide for continuity of services pending a new competitively awarded contract pursuant to MTAC – R1271, for Family and Community Engagement Services, currently under development.

This request is retroactive due to administrative delays and an escalated timeline to provide the services this school year (2019 – 2020).

**VENDOR RESPONSIBILITY**

The vendor recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible.

**REQUEST FOR AUTHORIZATION TO EXTEND CONTRACTS WITH VENDORS TO PROVIDE ASSESSMENTS OF STUDENTS FOR RELATED SERVICES – B2050**

Annual / Total Contract Amounts	Funding Source	Contract Term	Option	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$3,024,469	Tax Levy	9/01/19 – 8/31/20	None	Contract Extension per DOE Procurement Policy & Procedures, Section 4-07(b)	Yes	Requirements	7305

<b>Vendor Names :</b>	See Table Below
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Maria DeSimone Director, Assessments Division of Specialized Instruction and Student Support	Michael Van Biema Executive Director, Office of Related Services Division of Specialized Instruction and Student Support	Denesia Stroom-Blair Director, Funded and Special Services Procurement Central Office Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization to extend contracts with the below-named vendors to provide assessments of students who may be in need of Special Education services. The contracts will be funded by the Special Education Office.

**DISCUSSION**

The DOE is mandated by federal and state law, as well as by judgments in the federal court case of *Jose P. v. Sobol*, to evaluate students and to provide special education related services where needed. An evaluation or assessment must take place to determine if a student is eligible for related services. This Request for Bids is a companion to a previous Request for Proposals for the provision of related services for students plus general nursing services. DOE defines these evaluations as “any procedures, tests or assessments used selectively with an individual student.”

The required assessments services are as follows:

- Assistive Technology Evaluation
- Audiological Evaluations
- Medical Evaluations
- Neurological Evaluations
- Occupational Therapy Evaluations
- Optometric Evaluations
- Orientation and Mobility Evaluations
- Physical Therapy Evaluations
- Psychiatric Evaluations
- Psychoeducational Evaluations
- Social Histories
- Speech Therapy Evaluations

A one-year extension is requested to ensure continuity of services as it is critical that students’ needs are assessed on a timely basis.

This contract is retroactive because the procurement for the replacement of these contracts was placed on hold while the DOE considered options for the scope of work for a competitive solicitation to replace the expiring contracts. This review is now complete, and the DOE anticipates issuance of the solicitation in the fall of 2019, with the objective of making competitively determined awards for new contracts effective when the proposed contract extensions expire in August 2020.

The contract extension amount represents an average of the cost of assessments performed by each vendor during the 2017-2018 and 2018-2019 school years. Pricing, service, terms and conditions for this contract extension will remain unchanged.

Vendor Names	Estimated Annual Amount
Comprehensive Psychological Services, P.C.	\$18,465
Comprehensive Resources, Inc.	\$139,580
EBS Healthcare, Inc. d/b/a EBS NY	\$15,607
Emilia's Kids, Inc.	\$22,490
Feigi Taub Halberstam Audiology & Speech Pathology, P.C.	\$1,504,946
JJ Speech and Language Services, Inc. d/b/a Hear Me Speak	\$54,000
Legendary Speech Therapy, PLLC d/b/a Legendary Speech	\$37,683
Mid Island Therapy Associates, LLC d/b/a All About Kids	\$11,932
New York Therapy Placement Services, Inc.	\$676,652
Quality Evaluation & Consulting Services, PLLC	\$543,114
<b>Total Estimated Annual Contract Amount</b>	<b>\$3,024,469</b>

#### **VENDOR RESPONSIBILITY**

The vendors recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible. Noteworthy information was found for the following vendors:

#### **Comprehensive Resources, Inc. and Comprehensive Psychological Services**

A 2010 SCI investigation of a social worker employed by Binet, an affiliate of the prime vendors, which found that the social worker failed to immediately report her suspicion of child abuse to the New York State Central Register for Child Abuse and Maltreatment as required by the DOE under Chancellor's regulation A-750 or to the Commissioner of the Office of Children and Family Services as the DOE believes she was required to do as a mandated reporter. The social worker waited until 3 days after making her observations to report the matter which she did only when she was advised to do so after informing one of the assistant principals. Binet has provided the DOE with a satisfactory corrective action plan addressing the mandated reporting responsibilities of staff, distributed the Chancellor's regulation to all its consultants and individually counseled the social worker on how to appropriately act in such situations in the future.

While this matter involved an affiliate of the prime vendors, all affiliates are owned by the same principal. The prime vendors, along with its affiliates, generated \$16.2 million in revenues in fiscal year 2019 and in light of its volume of business, the corrective actions taken in response to this matter, the vendors' and principal's cooperation and the vendors satisfactory performance under prior contracts, the DOE determines the vendors to be responsible.

#### **Feigi Taub Halberstam Audiology & Speech Pathology PC**

A review of Feigi Taub's Halberstam Audiology Pathology PC's (Feigi Taub) PASSPort submission revealed the following self-reported caution:

- The Special Commissioner of Investigation for the New York City School District (SCI) issued a report on May 2, 2016, in which it concluded that Feigi Taub, under its DBAs Omni Rehab and FTH Audiology & Speech Pathology, PC (both hereafter "Omni"), operated in a manner that delayed or deprived special education students receipt of necessary therapeutic services by failing to make the DOE aware that it could not provide mandated services to students in a timely manner. Further, SCI reported that Omni attempted to control the delivery of these services in its assigned districts by pressuring smaller independent service providers to subcontract without prior DOE approval in contravention of its contract. SCI recommended that Omni be required to strictly adhere to its contractual obligations and that the DOE exercise enhanced monitoring of the vendor in order to assure that students receive mandated services. Those recommendations were implemented, and while Omni denied SCI's findings, it agreed to conduct business in a manner consistent with the contract's terms and conditions and relevant DOE policies.

Additionally, the DOE is aware of the following:

Omni Childhood Center (OCC), an entity with common ownership that shares space and equipment with Feigi Taub, was the focus of a 2010 audit conducted by the New York City Department of Education (DOE) Office of the Auditor

General for the period from July 1, 2005 through June 30, 2006, which identified over \$500,000 in expenditure disallowances that led the state to recalculate OCC's 2005-2006 tuition rate calculated by the New York State Education Department ("SED") for the Special Education Itinerant Teacher ("SEIT") program. The lowered tuition rate resulted in a determination that OCC owed the DOE \$5,810,425.85 for fiscal years (FY) 2006 through FY 2013. The DOE established an installment agreement for repayment by 2025 and OCC is current with payments.

OCC is current in its repayment of monies owed through the SEIT contracts, and Omni has performed satisfactorily on its current and prior DOE contracts since the release of the SCI report. Accordingly, the DOE determines the vendor to be responsible.

**JJ Speech and Language Services, Inc. d/b/a Hear Me Speak**

In 2013, the New York City Special Commissioner of Investigation (SCI) substantiated an allegation that Hear Me Speak, Inc. (HMS) claimed to have performed a speech/language evaluation which they did not perform. The owner of JJ Speech and Language Services DBA Hear Me Speak (JJ Speech), was the owner of HMS at that time. HMS provided a Corrective Action Plan (CAP) determined to be satisfactory by the DOE, which required improved electronic and physical record retention protocols, increased documentation confirming the provision of services, and the performance of periodic internal audits to ensure compliance with these procedures. Subsequently, HMS was dissolved.

As HMS provided a satisfactory CAP, and in light of the satisfactory performance on prior DOE contracts, the DOE determines the vendor to be responsible.

**Mid-Island Therapy Associates LLC d/b/a All About Kids**

Mid Island Therapy Associates LLC (Mid Island) dba All About Kids was audited by the New York State Comptroller (NYS Comptroller) in 2015, and the Nassau County Comptroller (NCC) in 2014. The 2014 audit did not result in any adverse findings by the New York State Education Department (NYSED), while the 2015 audit did identify \$655,055 in expenditures submitted by Mid Island that were disallowed. The NYS Comptroller recommended that NYSED seek reimbursement and adjust the reimbursement rate. Mid Island disagreed with the audit recommendations, is in litigation with the NYS Comptroller, and NYSED will not reset the rates until the matter is resolved. The vendor continues to do business with Nassau County, and has a current contract with the Nassau County Department of Health.

As one audit has been resolved and the other is pending, the DOE determines the vendor to be responsible.

**REQUEST FOR AUTHORIZATION TO EXTEND A CONTRACT WITH THE GORDIAN GROUP INCORPORATED FOR  
JOB ORDER CONTRACT SYSTEM MANAGEMENT – R0740**

Estimated Contract Amount	Funding Source	Contract Term	Option	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$13,449,674	Tax Levy	12/1/2019 – 11/30/2020	None	Contract Extension per DOE Procurement Policy & Procedures, Section 4-07(b)	No	Requirements	7275

<b>Vendor Name &amp; Address</b>	The Gordian Group, Inc. 30 Patewood Drive Suite 350 Greenville, SC 29615
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Glen Jemmott Deputy Director, Division of School Facilities	Stephen Valente Director, Division of School Facilities	Kelvyn Rodriguez Procurement Analyst, Transportation, Food and Facilities Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Division of School Facilities (“DSF”) to extend its agreement with the Gordian Group, Incorporated (“Gordian”) for the Job Order Contract (each, a “JOC” and collectively, “JOCs”) of consulting and construction management services for one year pursuant to section 4-07(b) of the DOE’s Procurement Policy and Procedures (“PPP”).

**DISCUSSION**

JOCs are requirements agreements with predetermined technical specifications and estimated costs that are outlined in a construction task catalogue. DSF uses these agreements to coordinate complex, multi-trade construction projects through a single contractor. Employing its current JOC management system, Gordian manages and consults on construction projects. Gordian also monitors and tracks all project data, and generates reports on JOC’s to ensure contractors compliance and supervise their performance.

The DOE is currently in the evaluation stage for the replacement Request for Proposal (“RFP”) to secure JOC construction management services. An additional extension of Gordian’s existing contract for these services is needed to avoid a lapse in service until such time when the new RFP process can be completed. Once a contract is registered under the new RFP, this proposed extension will be terminated. The DOE Panel for Educational Policy approved the contract awarded to Gordian in November of 2009 and was subsequently registered by the New York City Office of the Comptroller. The contract contained three renewal options, which have all been exercised, as well as additional extensions pursuant to sections 4-07(a) and 4-07(b) of the DOE’s PPP were also registered.

The cost of this extension is slightly higher than the previous 4-07(b) extension amount of \$11,400,000 due to a 10% increase in reserve for additional work; however, unit pricing will remain unchanged under this proposed extension. All other terms and conditions remain the same as under the original contract. Pricing for this extension has therefore been determined to be fair and reasonable.

**VENDOR RESPONSIBILITY**

A review of The Gordian Group Inc.’s (TGG) PASSPort submission identified the following self-reported caution:

- In March 2013, TGG was contacted by the Office of the Inspector General (OIG) for the United States Postal Service (USPS) seeking information related to the firm’s contract with the USPS for the period from December 2011 through December 2015. The contract contained a “Most Favored Customer Pricing” clause that guaranteed USPS would receive a price equal to or lower than any price offered by TCG for “similar quantities under comparable terms & conditions.” TGG provided the requested pricing data to demonstrate compliance with the most favored customer pricing clause and the OIG determined that TGG’s pricing methodology was not clear and OIG’s interpretation of the “Most Favored” pricing clause was materially different than TGG’s interpretation. Subsequently, based on these findings, USPS contract officials were able to negotiate better terms for a new contract with TGG beginning in December 2015, with a term of two years and four two-year renewable options. The OIG provided documentation indicating that the investigation is now closed.

Given that the matter above is now resolved and TGG has performed satisfactory on prior DOE contracts, the DOE determines the vendor to be responsible.

**REQUEST FOR AUTHORIZATION TO EXTEND THE CONTRACTS FOR LONG TERM TEMPORARY NURSES IN SCHOOLS – R0844**

Estimated Contract Increase Amount	Funding Source	Contract Term	Option	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$5,374,068.49	Tax Levy Funds	12/01/17 – 06/30/20	None	Contract Extension per DOE Procurement Policy & Procedures, Section 4-07(b)	Yes	Full Value	7347

<b>Vendor Names &amp; Addresses:</b>	See Table Below.
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Bahram Fathi Contract Manager, Office of School Health	Gail Adman Director of Nursing, Office of School Health	Denesia Stroom-Blair Director, Funded & Special Services of Procurement Central Office Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of School Health (“OSH”) to extend contracts with the vendors listed below to provide long-term temporary nurses in schools where the DOE cannot otherwise staff these positions. “Long-term” means one nurse providing services at a particular school for 170 of 180 school days. Costs for these services will be shared between the New York City Department of Health and Mental Hygiene (“DOHMH”) and DOE.

**DISCUSSION**

The DOE manages and pays for these contracts and services and DOHMH reimburses the DOE for its share in accordance with a Memorandum of Understanding. All services for District 75 nurses are covered solely by DOE. General school nurse costs are split based on the ratio of DOHMH-to-DOE vacancies, which is currently 60 percent DOHMH and 40 percent DOE, except for the two summer months when the DOE is responsible for 100 percent of the summer agency nurses. For example, if out of 100 nurses required during the school year, 60 are DOHMH and 40 are DOE, then funding for the positions is split in an identical ratio: 60 percent from DOHMH and 40 from DOE.

The requested extensions will ensure continuity of these critical services in schools after the expiration of the base contracts, including two contracted renewal periods.

These extensions are retroactive because replacement contracts were not in place at the end of the first renewal period due to the priority placed on the completion of the awarding of Request for Proposals (“RFP”) – R1146, Related Services for Special Education and Nursing. An RFP is scheduled for release during the fall of 2019 and it is anticipated that new contracts will be in place at the end of this requested extension period.

Services, terms, and conditions for the contract extensions will remain unchanged from those of the base contracts; however, pricing was adjusted in accordance with Bureau of Labor Statistics’ Producer Price Index for Home Health Care Services, as mutually agreed between the parties. Prices were adjusted to account for a 5.065 percent increase in rates starting September 2018, using the start of the last year of the base contract (December 2013) to the end of the last contractual renewal processed (November 2017).

The estimated contract amounts are based on usage during Fiscal Years 2017 – 2019. A breakdown of estimated needs and costs is provided in the table below. Note OSH was able to process payments for services via “miscellaneous vouchers” for the period of 12/1/17 through 8/31/18; therefore, payments issued during the term of this extension will be for services rendered starting on 9/1/18. OSH has confirmed that duplicate payments will not be issued for services provided between 12/1/17 and 8/31/18.

Vendor Names & Addresses	Term of Services	No. of Days Served per Year	No of Hours / Day	Min. No. of Nurses	Hourly Rate of Nurse	Estimated Total Extension	Total Estimated Contract Amount per Vendor
Advance Medical Staffing Corp. d/b/a ProMed Staffing Resources 331 Rutledge Street Brooklyn NY 11211	December 1, 2017 – August 31, 2018 <b>(PAID)</b>	180	7	25	\$ 59.00	\$ 1,858,500.00	\$481,950
	September 1, 2018 – August 31, 2019	180	7	5	\$ 38.25	\$ 240,975.00	
	September 1, 2019 - June 30, 2020	180	7	5	\$ 38.25	\$ 240,975.00	
Comprehensive Resources, Inc. 1663 East 17th St. Brooklyn, NY 11229	December 1, 2017 - August 31, 2018 <b>(PAID)</b>	126	7	25	\$ 48.00	\$ 1,058,400.00	\$3,402,000
	September 1, 2018 - August 31, 2019	180	7	25	\$ 54.00	\$ 1,701,000.00	
	September 1, 2019 - June 30, 2020	180	7	25	\$ 54.00	\$ 1,701,000.00	
Gotham Per Diem, Inc. 75 Maiden Lane, 7th Fl. New York, NY 10038	September 1, 2018 - August 31, 2019	167	7	1	\$ 50.21	\$ 58,695.49	\$375,018.49
	September 1, 2019 - June 30, 2020	180	7	5	\$ 50.21	\$ 316,323.00	
The Execu Search Group, LLC 675 Third Ave. New York, NY 10017	December 1, 2017 - August 31, 2018 <b>(PAID)</b>	180	7	4	\$ 45.00	\$ 226,800.00	\$1,115,100
	September 1, 2018 - August 31, 2019	180	7	1	\$ 45.00	\$ 56,700.00	
	September 1, 2019 - June 30, 2020	180	7	12	\$ 70.00	\$ 1,058,400.00	
<b>TOTAL</b>							<b>\$5,374,068.49</b>

**VENDOR RESPONSIBILITY**

The vendors recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible. Noteworthy information was found for the following vendors:

**Comprehensive Resources, Inc.**

A 2010 SCI investigation of a social worker employed by Binet, an affiliate of the prime vendor, which found that the social worker failed to immediately report her suspicion of child abuse to the New York State Central Register for Child Abuse and Maltreatment as required by the DOE under Chancellor’s regulation A-750 or to the Commissioner of the Office of Children and Family Services as the DOE believes she was required to do as a mandated reporter. The social worker waited until 3 days after making her observations to report the matter which she did only when she was advised to do so after informing one of the assistant principals. Binet has provided the DOE with a satisfactory corrective action plan addressing the mandated reporting responsibilities of staff, distributed the Chancellor’s regulation to all its consultants and individually counseled the social worker on how to appropriately act in such situations in the future.

While this matter involved an affiliate of the prime vendor, all affiliates are owned by the same principal. Comprehensive Resources, along with its affiliates, generated \$16.2 million in revenues in fiscal year 2019 and in light of its volume of business, the corrective actions taken in response to these matters, the vendors’ and principal’s cooperation and the vendor’s satisfactory performance under prior contracts, the DOE determines the vendor to be responsible.

**The Execu-Search Group LLC**

PASSPort reports one poor evaluation for parent company Execu/Search Holdings (Execu/Search) from the New York City Administration for Children’s Services (ACS) for the evaluation period ending January 2017. ACS advised that this was due to Execu/Search’s inability to timely fill all the monthly nursing shifts, poor emergency or sick leave rates of coverage, inability to supply experienced nurses, and low retention of trained staff. As the contract was expiring March 31, 2017 and services were not being renewed, ACS did not require a corrective action plan (CAP). However, in the past three years, Execu/Search received two good evaluations and one satisfactory evaluation, two of which were from ACS.

As the matter above does not relate to our prime vendor and in light of the prime vendor’s satisfactory performance on prior DOE contracts, Execu/Search Group LLC is determined to be responsible.

**REQUEST FOR AUTHORIZATION TO EXTEND A CONTRACT WITH EQUAL OPPORTUNITY FOR SCHOOLS TO PROVIDE TECHNICAL ASSISTANCE IN SUPPORT OF AP FOR ALL**

High Annual / Total Contract Extension Amount	Funding Source	Contract Term	Option	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
Orig. Amt.: \$1,373,153 Ext. Amt. #1: \$1,051,582 <b>Ext. Amt. #2: \$1,058,110</b> New Total: \$3,482,845	Tax Levy	7/1/19 – 6/30/20	None	Contract Extension per DOE Procurement Policy & Procedures, Section 4-07(b)	Yes	Full Value	7315

<b>Vendor Name &amp; Address</b>	Equal Opportunity Schools 130 Nickerson Street, Suite 200 Seattle, WA 98109
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Courtney Winkfield Senior Advisor, Office of Equity and Access	Deraj Bhagwandin Director of Operations, Office of Equity and Access	Denesia Stroom-Blair Director, Funded & Special Services Procurement Central Office Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of Equity and Access (“OEA”) to extend a contract with Equal Opportunity Schools (“EOS”) to provide a comprehensive analysis of student and district data in support of the AP for All initiative.

**DISCUSSION**

EOS is a non-profit organization whose mission is to ensure that all students have the opportunity to succeed in challenging high school courses. In an effort to support this mission, EOS established the Lead Higher initiative (“Lead Higher”), a partnership between the International Baccalaureate and the College Board, led by EOS. The AP for All initiative is partnering with the Lead Higher initiative to further the goal of the DOE of ensuring that all high school graduates are college ready.

In the fall and winter of 2015, EOS and Lead Higher began accepting applications from school districts that wanted to participate in the Lead Higher 2016-2017 cohort and applications were received from districts around the country representing nearly 250 high schools. The DOE was awarded 24 of about 250 schools for the 2016-2017 school year; the single largest award to any school district in the country.

During FY 2017, EOS provided consulting services to 24 schools, at the total cost of \$642,230, of which the DOE paid about half.

During FY 2018, EOS provided consulting service to 39 schools for a total cost of up to \$1,051,600 including travel expenses. EOS also provided at no charge four professional development workshops valued at \$6,250 each, without additional charges.

During FY 2019, EOS provided consulting services to 34 schools in Cohorts I and II, which were the subject of the original contract, and those schools received modified services and support under a new contract at a reduced price of \$17,223 per school. That reduction in price enabled the DOE to fully fund a new 15-school Cohort III, which received full first year program services at the same \$24,400 per school price set in the previous contract.

During FY2020, EOS will provide support services for the 42 schools remaining in the program in Implementation Cohorts I, II, and III (Schools in the 2nd, 3rd, or 4th Year of Lead Higher Partnership), and for 9 new schools joining the program, those schools will receive full first year services (Cohort IV). EOS will also provide at no charge four



professional development workshops valued at \$10,000 without additional charges. The total net cost to the DOE is \$1,058,110.

Pricing has been set at \$17,500 per school for the 42 schools remaining in the program that are receiving modified continuing support services (Cohorts I, II, and III) and \$24,790 per school for the 9 new schools joining the program that are receiving full first year services (Cohort IV). Both unit prices have increased 1.6% from the previous year, a level within the inflation rate during that time period. The DOE will continue to pay up to \$100,000 for vendor staff travel expenses, which are limited to expenses actually incurred and may not exceed the Federal General Services Administration (GSA) travel rates.

The average hourly cost of EOS's services comes to \$155.60 per hour. This rate is within the competitive range for comparable services under the competitively negotiated MTAC R1151 for Student Support Services.

Further, EOS has made available to the DOE grant funding to support the growth of AP Computer Science from the Shusterman Family Foundation (Shusterman Grant) of up to \$50,000 for Cohort IV schools, the distribution of which is contingent upon meeting various improvement metrics. Shusterman grant funding will be distributed to the DOE on a separate basis from services provided by EOS under this contract, and will not be deducted from any payment due to the vendor.

Accordingly, pricing is determined to be fair and reasonable.

OEA is working with the Division of Contracts and Purchasing to release a Request for Proposal – R1209, in early 2019 to alleviate the need for future Negotiated Services' ("NS") requested for the program.

The Committee on Contracts approved this request to extend the contract with EOS on September 16, 2019.

**VENDOR RESPONSIBILITY**

The vendor recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible.

**REQUEST FOR AUTHORIZATION TO EXTEND CONTRACTS WITH EARLY CHILDHOOD PROVIDERS OF PREKINDERGARTEN SERVICES**

Estimated Annual / Total Extension Amount	Funding Source	Contract Term	Option	Estimated Option Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$610,004.10	Various incl. New York State Education Department (NYSED) & Tax Levy Funds	One Year	None	None	Contract Extension per DOE Procurement Policy & Procedures, Section 4-07(b)	Yes	Requirements	7337

<b>Vendor Names &amp; Addresses</b>	See Table Below:
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Teija Sudol Senior Advisor Division of Early Childhood Education	Xanthe Jory Chief Policy & Planning Officer, Division of Early Childhood Education	Breanne Sutherland Procurement Analyst, Early Childhood Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Division of Early Childhood Education (“DECE”) to extend contracts with the vendors listed below for one additional year to provide high-quality instructional programming as part of the Pre-K for All and 3-K for All programs. These contracts will be funded by DECE.

**DISCUSSION**

In 1997, the New York State Education Department established the Universal Prekindergarten (“UPK”) program, which entitles eligible four-year-olds to receive 2 hours and 30 minutes of instructional programming for 180 days at no charge to families. In March 2014, the State legislature approved a \$300 million grant to expand full-day pre-kindergarten access in New York City. The legislation allows for high-quality UPK programs to be awarded new full-day UPK seats or to convert existing half-day seats to full-day seats.

The vendors listed below were awarded contracts through various solicitations in order for these sites to provide Pre-K for All services. These contracts contained set terms and renewal options which were exhausted, then extended for school-year 2018-2019, and are due to reach the end of their current contract term in June 2019. In order to avoid service interruption within areas where there is demand for Pre-K and 3-K seats, these vendors were given the option to extend their contracts for school-year 2019-2020 as per section 4-07(b) of the DOE Procurement Policy and Procedures.

These vendors may apply to one or more of the currently open Requests for Proposals to provide Pre-K and/or 3-K services for the 2020-2021 school year.

Pending satisfactory final health and safety checks by the Department of Health and Mental Hygiene, these sites have been evaluated for quality and demand and have otherwise met the DOE’s requirements for a contract extension.

Since the contracts for these services were awarded pursuant to a competitive solicitation, the prices, terms, and conditions of the base contract will remain the same under the proposed extension. Therefore, pricing has been determined fair and reasonable.

The original contract amounts were based on the number of awarded Pre-K and/or 3-K seats and the negotiated costs per child, as determined collaboratively by the DOE and the vendors.

Site ID	Seat type	Vendor Name	District	Geographic Borough	No. of Awarded Seats	Cost per Child	Annual Total Contract Amount
XAOW	Pre-K	Child Development Center of the Mosholu Montefiore Community Center, Inc.	10	X	20	\$10,000.00	\$200,000.00
XAOW	Pre-K	Child Development Center of the Mosholu Montefiore Community Center, Inc.	10	X	54	\$3,541.15	\$192,222.10
XAHM	Pre-K	Northeast Bronx Day Care Center Inc.	10	X	54	\$4,033.00	\$217,782.00

**VENDOR RESPONSIBILITY**

The vendors recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible. Noteworthy information was found for the following vendors:

**Northeast Bronx Daycare Center, Inc.**

In November 2016, the New York State Comptroller (NYS Comptroller) released an audit of Northeast Bronx Day Care Center, Inc. (NBDCC), which was conducted as part of its standard review of special education programs. The audit found that over a three year fiscal period ending June 30, 2014, of \$17.1 million in costs reported, less than one percent, \$140,902, were for ineligible expenses. The NYS Comptroller recommended that the New York State Education Department (NYSED) disallow some costs submitted by NBDCC for reimbursement along with an adjustment to NBDCC’s reimbursement rate. Further, the NYS Comptroller recommended that NYSED work with NBDCC to ensure future compliance with cost reimbursable guidelines for these programs. NYSED has not yet reset the rates and therefore, at this time the DOE cannot determine if any monies are owed by NBDCC.

In 2004 and 2011, New York City Comptroller audits of NBDCC found that the vendor did not have an approved cost allocation plan and costs were not allocated properly among NBDCC’s various programs. The New York City Administration for Children’s Services (ACS) and NBDCC generally agreed with the findings of the audits and ACS worked with NBDCC to create an approved cost allocation plan.

In 2002, the New York City Department of Investigation (DOI) determined that the executive director for NBDCC had improperly increased her own salary without oversight from the vendor’s Board of Directors and charged a disproportionate amount of that salary to an ACS grant. NBDCC explained that the increase was unanimously approved by the Board of Directors, but it was not recorded in the minutes of the meeting and that the funds were improperly allocated to ACS. NBDCC reimbursed ACS for the disallowed portion of the salary.

As NBDCC has reimbursed ACS for the improperly allocated salary, has created a cost allocation plan approved by ACS, that the NYS Comptroller audit does not recommend any actions to be taken beyond those described above, and in light of the vendor’s satisfactory performance on current and prior DOE contracts, the DOE determines the vendor to be responsible.

**REQUEST FOR AUTHORIZATION TO CONTRACT WITH CRICK SOFTWARE, INC.  
TO PROVIDE EDUCATIONAL SOFTWARE**

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Option	Estimated Options Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$60,650 / \$424,550	Various incl. Tax Levy & Reimbursable Funds	Seven Years	180 Day Extension	\$30,325	Listing Application per DOE Procurement Policy & Procedures, Section 3-06	No	Requirements	7078

<b>Vendor Name &amp; Address</b>	Crick Software, Inc. 191 Post Road West Westport, CT 06880
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Alice Brown Deputy Senior Executive Director, Division of Teaching and Learning	Alice Brown Deputy Senior Executive Director, Division of Teaching and Learning	Kay Robbins Procurement Analyst, Technology and Instructional Material Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Division of Teaching and Learning to contract with Crick Software, Inc. (“Crick”) to provide educational software to participating public schools. The contract will be funded by individual schools and offices.

**DISCUSSION**

Crick provides Clicker 7 and DocPlus software. Clicker 7 software is literacy support software used by teachers to create a curriculum to help students of all ages and abilities to develop their reading and writing skills.

DocPlus software is writing software for middle and high school students with special needs to work independently on writing curriculum. The software helps the students to organize their ideas and plan their writing task.

Crick is the sole provider of their materials, which cannot be purchased by open, competitive means. Accordingly, a competitive procurement is impractical and the DOE utilized a listing application as its procurement method. The estimated contract amount is based on prior usage.

**VENDOR RESPONSIBILITY**

The vendor recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible.

**REQUEST FOR AUTHORIZATION TO CONTRACT WITH THE NEWS LITERACY PROJECT, INC.  
TO PROVIDE EDUCATIONAL SOFTWARE**

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Option	Estimated Options Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$300,000 / \$2,100,000	Various incl. Tax Levy & Reimbursable Funds	Seven Years	None	None	Listing Application per DOE Procurement Policy and Procedures, Section 3-06	No	Requirements	7153

<b>Vendor Name &amp; Address</b>	The News Literacy Project, Inc. 5335 Wisconsin Ave, NW, Suite 440 Washington, DC 20015
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Morayo Tracey Oyemade Deputy Senior Executive Director, Division of Teaching & Learning	Morayo Tracey Oyemade Deputy Senior Executive Director, Division of Teaching & Learning	Kay Robbins Procurement Analyst, Technology and Instructional Material Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Division of Teaching and Learning (“DTL”) to contract with The News Literacy Project, Inc. (“TNLP”) to provide online software to participating public schools. The contract will be funded by individual schools and offices.

**DISCUSSION**

The Checkology Virtual Classroom is an online learning platform by TNLP, which consists of 13 lessons that teaches 6<sup>th</sup> through 12<sup>th</sup> grade students to critically examine and validate news and other media to understand the vital role of a free press in a democracy, and to become informed and engaged participants in a civic life.

The 13 lessons cover issues such as: Understanding Bias, Misinformation, the 1<sup>st</sup> Amendment, Branded Content and Infozones (identifying media sources). Each lesson is guided by a professional journalist or their equivalent specializing in that field of topic. Assessments are built in for educators to monitor progress and comprehension of each lesson.

TNLP is the sole provider of the Checkology Virtual Classroom, which cannot be purchased by open, competitive means. Accordingly, a competitive procurement is impractical and the DOE is utilizing a Listing Application as its procurement method.

The estimated contract amount is based the components of the new Civics for All curriculum and the DOE Passport to Social Studies program in Core Curriculum. The Division of Teaching & Learning anticipates central offices and schools will purchase up to 150,000 annual subscriptions based on the reduced price of \$2 per subscription.

The News Literacy Project’s pricing for its Checkology software is set at \$2 per student and represents a 60 percent discount off its highest, top tiered list price, including free shipping and handling (“S&H”). A 60 percent discount, plus free S&H, will also be provided for any other software which may be added during the term of the contract. TNLP has also agreed to include a “Most Favored Customer” price certification contract provision.

Accordingly, pricing is determined to be fair and reasonable.

**VENDOR RESPONSIBILITY**

The vendor recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible.

**REQUEST FOR AUTHORIZATION TO HAVE EMERGENCY EXTENSION CONTRACTS WITH VENDORS PROVIDING TRANSPORTATION SERVICES FOR SCHOOL BUS PUPIL TRANSPORTATION**

Estimated Contract Amount	Funding Source	Contract Term	Option	Estimated Options Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$107,447,461.23	Tax Levy	9/1/19 – 9/30/19	One Month	\$131,324,674.82	Emergency Extension per DOE Procurement Policy & Procedures, Section 3-09	Yes	Requirements	7287

Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Everett Parker Contracts Administrator, Office of School Support Services	Lisa D'Amato Director, Office of School Support Services	Rosana Liadis Procurement Analyst, Transportation, Food, and Facilities Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of Pupil Transportation (“OPT”) to contract with the vendors listed below in accordance with the DOE Procurement Policy and Procedures, section 3-09, to provide transportation services to pupils who receive general busing and to pupils with disabilities who require special busing during the regular school year.

**DISCUSSION**

OPT is responsible for providing and coordinating transportation services to and from school for eligible students in both public and non-public schools. Transportation services include stop-to-stop and door-to-door busing.

Certain contracts and extensions for the provision of the regular school year (non-summer) bus service expired on August 31, 2019 and such bus service is required for the commencement of the regular 2019-2020 school year starting September 1, 2019 on an emergency basis to ensure continued operation for this school year. This emergency has arisen as a result of a delay in registration of the finalized five-year extension contracts for bus services with contractors. These transportation services are necessary for the preservation of the health, safety, and general welfare of students and the school system as a whole. As such, declarations of Emergency Procurement and Emergency Implementation of contracts by the Senior Executive Director for the Division for Contracts and Purchasing and the Chancellor, respectively, were made (see attached).

The estimated contract amounts are to cover one month of transportation services, and the automatic extension option will cover an additional one month of transportation services. All terms and conditions including pricing will remain the same. Accordingly, pricing is determined to be fair and reasonable.

These contracts are retroactive due to completion and required Comptroller registration of long-term transportation services.

Below are the estimated amounts for these services. Note, the first line for each vendor represents the September 2019 estimated amounts and the second represents the October 2019 estimated amounts.

No.	Vendor Names and Addresses	Legacy		B2192	Total
		Special Ed. Amounts (Including Attendant, if Applicable)	General Ed. Amounts		
1.	Allied Transit Corp. PO Box 70801 148 Snediker Avenue Brooklyn NY 11207	\$ 756,166.76	\$656,962.02		\$3,140,286.16
		\$ 924,203.80	\$ 802,953.58		
2.	All American School Bus Corp. 11-12 30TH Ave Long Island City, NY 11102	\$2,163,952.82	\$ 1,211,351.32		\$7,500,675.89
		\$ 2,644,831.23	\$ 1,480,540.52		
3.	Bobbys Bus Company, Inc. 9714 Atlantic Avenue Ozone Park, NY 11416		\$ 2,051,196.44		\$4,558,214.32
			\$ 2,507,017.88		
4.	Boro Transit, Inc. 50 Snediker Avenue Brooklyn, NY 11207	\$ 7,966,753.49	\$ 2,399,686.15		\$23,036,532.52
		\$ 9,737,143.15	\$ 2,932,949.73		
5.	B & F Skilled, Inc. 3100 Cropsey Avenue Brooklyn, NY 11224			\$ 734,185.19	\$1,631,522.64
				\$ 897,337.45	
6.	Careful Bus Service, Inc. 5015 Bay Parkway Brooklyn, NY 11230	\$ 1,453,562.15		\$ 154,823.32	\$3,574,412.16
		\$ 1,776,575.97		\$ 189,350.10	
7.	Consolidated Bus Transit, Inc. 50 Snediker Avenue Brooklyn, NY 11207	\$ 2,637,015.29			\$5,860,033.98
		\$ 3,223,018.69			
8.	Empire Charter Service, Inc. P.O. Box 70801 148 Snediker Avenue Brooklyn, NY 11207	\$ 734,413.68			\$1,632,030.40
		\$ 897,616.72			
9.	Empire State Bus Corp. P.O. Box 70801 148 Snediker Avenue Brooklyn, NY 11207	\$ 226,401.91	\$ 223,366.18		\$999,484.64
		\$ 276,713.45	\$ 273,003.10		
10.	First Steps Trans, Inc. 2859 W 37 <sup>th</sup> Street Brooklyn, NY 11224			\$ 682,305.62	\$ 1,516,234.72
				\$ 833,929.10	
11.	Grandpas Bus Company, Inc. 97-14 Atlantic Avenue Ozone Park, NY 11416		\$ 3,483,508.84		\$7,741,130.76
			\$ 4,257,621.92		
12.	GVC LTD 450 Zerega Avenue Bronx, NY 10473			\$ 1,855,215.65	\$ 4,122,701.44
				\$ 2,267,485.79	
13.	Hoyt Transportation Corp. 2620 West 13th Street Brooklyn, NY 11223	\$4,785,088.84			\$10,633,530.75
		\$ 5,848,441.91			
14.	IC Bus, Inc. 380 Chelsea Road Staten Island, NY 10314	\$ 2,228,165.18			\$4,951,478.18
		\$ 2,723,313.00			
15.	Jofaz Transportation, Inc. 1 Coffey Street New York, NY 11231	\$ 1,686,411.54	\$ 3,112,984.32		\$10,665,324.12
		\$ 2,061,169.66	\$ 3,804,758.60		
16.	Leesel Transportation Corp. 939 Garrison Avenue Bronx, NY 10474			\$ 6,492,688.88	\$ 14,428,197.52
				\$ 7,935,508.64	
17.	Little Linda Bus, Co. Inc. 97-14 Atlantic Avenue Ozone Park, NY 11416	\$ 176,737.01			\$392,748.91
		\$ 216,011.90			

No.	Vendor Names and Addresses	Legacy		B2192	Total
		Special Ed. Amounts (Including Attendant, if Applicable)	General Ed. Amounts		
18.	<b>Little Lisa Bus Co. Inc.</b> 97-14 Atlantic Avenue Ozone Park, NY 11416	\$ 1,746,832.64			\$3,881,850.32
19.	<b>Little Richie Bus Service, Inc.</b> 97-14 Atlantic Avenue Ozone Park, NY 11416	\$ 2,135,017.68			\$14,872,585.20
20.	<b>Logan Bus Co., Inc.</b> 97-14 Atlantic Avenue Ozone Park, NY 11416	\$ 6,692,663.34	\$ 683,236.22		\$11,598,911.45
21.	<b>Logan Transportation Systems, Inc.</b> 9714 Atlantic Ave Ozone Park, NY 11416	\$ 8,179,921.86	\$ 477,885.87		\$1,061,968.60
22.	<b>Lorissa Bus Service, Inc.</b> 97-14 Atlantic Avenue Ozone Park, NY 11416	\$ 4,536,273.93	\$ 584,082.73		\$3,617,658.00
23.	<b>Lorinda Enterprises Ltd</b> 97-14 Atlantic Avenue Ozone Park, NY 11416	\$ 5,544,334.80	\$ 1,627,946.10		\$8,152,995.29
24.	<b>L&amp;M Bus Corp</b> 3167 Atlantic Avenue Brooklyn, NY 11208	\$ 3,668,847.88	\$ 1,989,711.90		\$6,499,571.42
25.	<b>Mar-Can Transportation Company, Inc.</b> 318 East Third Street Mount Vernon, NY 10553	\$ 2,924,807.14		\$ 3,589,013.34	\$7,975,585.20
26.	<b>Pioneer Transportation Corp.</b> 2890 Arthur Kill Road Staten Island, NY 10309	\$ 3,574,764.28	\$ 6,960,907.01		\$23,323,197.78
27.	<b>Phillip Bus Corp.</b> 146 Wolcott Street Brooklyn, NY 11231		\$ 8,507,775.23	\$ 529,531.60	\$1,176,736.88
28.	<b>Pride Transportation Services, Inc.</b> 231 Malta Street Brooklyn, NY 11207	\$ 5,970,521.11	\$ 264,071.02		\$13,854,649.16
29.	<b>Quality Transportation Corp.</b> 3167 Atlantic Avenue Brooklyn, NY 11208	\$ 7,297,303.57	\$ 322,753.46		\$8,269,594.08
30.	<b>SNT Bus, Inc.</b> 50 Snediker Avenue Brooklyn, NY 11207		\$ 3,721,317.34		\$14,807,718.20
31.	<b>3<sup>RD</sup> Avenue Transit, Inc.</b> 1 Coffey Street Brooklyn, NY 11231	\$ 311,864.85	\$ 6,663,473.19		\$693,033.00
32.	<b>Thomas Buses, Inc.</b> 2859 West 37 <sup>th</sup> Street Brooklyn, NY 11224	\$ 381,168.15	\$ 8,144,245.01	\$ 236,381.31	\$ 525,291.80
33.	<b>Van Trans, LLC.</b> 75 Commercial Street Plainview, NY 11803			\$ 288,910.49	\$ 4,431,750.40
34.	<b>Y &amp; M Transit Corp.</b> 1 Coffey Street Brooklyn, NY 11231			\$ 1,994,287.68	\$ 7,644,500.16
<b>TOTAL</b>				\$ 2,437,462.72	<b>\$238,772,136.05</b>
				\$ 3,440,025.07	
				\$ 4,204,475.09	



**VENDOR RESPONSIBILITY**

Background checks were conducted on the subject vendors of this award as well as their affiliated and related entities and have been determined to be responsible. Noteworthy findings regarding any of these entities are reportable below.

**All American School Bus Corporation**

A news report revealed that in February 2019, a six year old student was left on an All American Corporation's (All American) school bus. The Office of Pupil Transportation (OPT) advised that the bus driver was terminated.

In 2007, All American's affiliate Rainbow Transit was among a number of bus companies investigated by the U.S. Attorney's Office (U.S. AG). The investigation resulted in the conviction of several former DOE bus inspectors on bribery, extortion, and conspiracy charges based on the inspectors having taken cash from several bus companies. Rainbow entered into a Monitoring Agreement which includes the hiring of an Independent Private Sector Inspector General (IPSIG) to monitor the business integrity of the companies. The monitoring agreements have now ended with the IPSIG having reported no signs of corruption, criminality, or unethical behavior.

As the matter above has been resolved, and in light of the vendor's satisfactory performance on prior DOE work, the DOE determines the vendor to be responsible.

**Allied Transit Corp.**

The DOE is aware of the following news articles:

- A news report revealed that in September 2018, an Allied Transit Corp. (Allied) bus driver served two years in prison for burglary in 2006. The vendor advised that the driver was employed from 2012-2014 and is no longer an active driver for Allied. Additionally, the Office of Pupil Transportation (OPT) advised that the bus driver is not currently active in the DOE system.
- A news article erroneously reported that in 2016, a bus driver for entity of interest Empire Charter Service was convicted in 2009 for punching a hole in the kitchen door of his grandmother's house and spent 15 days in jail. However, OPT confirmed that the driver was employed by GVC Ltd. (GVC). GVC advises that the bus driver is no longer with the company. Additionally, OPT confirmed that the individual is not active in its system.

In the light of the resolution of the matter above and the vendor's overall satisfactory performance on prior DOE work, the vendor is determined to be responsible.

**Bobby's Bus Co., Grandpa's Bus Company, Little Richie Bus, Little Linda Bus Co., Inc., Little Lisa Bus Co., Inc., Logan Bus Company, Logan Transportation, Lorinda Enterprises and Lorissa Bus Services**

An investigation of New York City Department of Education (DOE) bus inspectors conducted by the US Attorney's Office for the Southern District of NY that resulted in the 2009 conviction of several former bus inspectors on bribery, extortion and conspiracy charges for taking cash payments from a number of bus companies. As a result of this investigation, the following companies, which are being considered as related to Lorinda Enterprises, LTD for the purposes of this background check, Bobby's Bus Company, Lorissa Bus Service, Grandpa's Bus Co, Little Linda Bus, Lorinda Enterprises, Little Richie Bus/Little Richie Matron and Logan Bus Company (Logan Bus), while not charged with an offense, were required to sign a monitoring agreement requiring them to retain an Independent Private Sector Inspector General (IPSIG) to oversee operations and compliance with their city contracts. The terms and conditions of the monitoring agreement have been met and it has expired.

The DOE is aware of the following matters from news reports and other sources:

- The New York City Office of Pupil Transportation (OPT) bus Customer Service Hotline received 76,223 calls in the first five days of school compared to 57,757 calls last year, many complaints from District 30 in Queens whose routes are assigned to Grandpa's Bus Co. (Grandpa's Bus). Parents have complained to the vendor and the New York City Department of Education (DOE) about buses being late to pick up students, not showing up at all and getting lost on routes, resulting in students being stranded for hours. The DOE reassigned four of Grandpa's Bus routes to another company, and OPT is working with the Logan group of bus companies, of which Grandpa's Bus is a part, to establish a Corrective Action Plan in order to address these issues. This includes action by Grandpa's Bus to add more experienced staff to monitor routes, work with drivers and create tools that will make it easier to follow routes, establish a telephone hotline for parent inquiries, and review of safety procedures.
- In 2018, a 58 year old woman was struck and killed by a mini school bus owned by Logan Bus. Logan Bus advised that the investigation is closed and the charges against the driver have been dropped.
- In 2017, a Little Richie Bus sideswiped three parked cars. The driver operating the school bus was disciplined in a formalized union hearing. This matter is being handled by the insurance carrier and Little Richie Bus has no further knowledge about the progress of the claim.
- In 2017, a negligence suit for injuries was brought against Little Richie Bus. Little Richie Bus was granted summary judgment and found not liable.

- In 2017, a driver evacuated six occupants with developmental disabilities on a smoking Guardian Bus before it burst into flames. Affiliate Guardian Bus indicated no one was harmed.

As the matters above have either been resolved or are pending, and the vendors have received satisfactory evaluation ratings on prior DOE work, the DOE determines the vendors to be responsible.

**Boro Transit, Inc., Consolidated Bus Transit, Inc., and SNT Bus, Inc.**

A review of the PASSPort filings of SNT Bus, Boro Transit and Consolidated Bus Transit (Consolidated Bus) show a self-reported caution regarding the affiliate Professional Charter Service. In 2013, the DOE found Professional Charter in default and terminated one of its contracts due to performance issues. The DOE and Professional Charter reached a settlement in July 2014, in which the DOE agreed that Professional Charter would be eligible for future awards, it would pay the DOE \$250,000 (which was fully satisfied in 2016) and its affiliates remained in good standing.

The DOE is also aware of the following information:

- In March 2019, a news report revealed a lawsuit against Consolidated Bus regarding a student being bullied. The DOE will continue to follow the progress of this lawsuit and take appropriate follow-up action.
- In 2012, a news article revealed that bus route issues for Consolidated Bus. OPT advised that Consolidated Bus successfully completed 79 routes in 2012. Given the number of routes completed by the vendor, the nature of the issues reported are not unusual during the course of day to day business.

As the matters above have either been resolved or pending, and in the light of the overall satisfactory performance of Boro Transit, and Consolidated Bus on prior DOE contracts, the vendors are determined to be responsible.

**Careful Bus Service, Inc.**

In 2006, the U.S. Attorney's Office investigated several New York City Department of Education (DOE) bus inspectors for bribery and extortion that resulted in a 2009 conviction of former DOE inspectors, along with additional conspiracy charges for having taken cash payments from a number of bus companies. As a result of the investigation, Careful Bus Service (Careful Bus) was one of the vendors deemed not to have been directly involved in the matters and was therefore not assigned an Independent Private Sector Inspector General (IPSIG).

In July 2014, a driver won a \$14 million verdict from Careful Bus after one of its mini-buses smashed into the driver's vehicle injuring him. After appeal, the parties agreed to a settlement of \$4.3 million. Careful advised that there were no students on the bus when the accident occurred and there were no summons or citations issued to the driver.

As Careful Bus was not found to be directly involved in the U.S. Attorney's Office investigation and was not assigned an IPSIG, and the matter above has been resolved, the DOE determines the vendor to be responsible.

**Empire State Bus Corp. and Empire Charter Service, Inc.**

The DOE is aware of the following news articles:

- A news report revealed that in September 2018, an Allied Transit Corp. (Allied) bus driver, which is an entity of interest of Empire State Bus Corp. (Empire State Bus) due to shared space, served two years in prison for burglary in 2006. The vendor advised that the driver was employed from 2012-2014 and is no longer an active driver for Allied. Additionally, the Office of Pupil Transportation (OPT) advised that the bus driver is not currently active in the DOE system.
- A news article erroneously reported that in 2016, a bus driver for Empire Charter Service, Inc. (Empire Charter) was convicted in 2009 for punching a hole in the kitchen door of his grandmother's house and spent 15 days in jail. However, OPT confirmed that the driver was employed by GVC Ltd. (GVC). GVC advises that the bus driver is no longer with the company. Additionally, OPT confirmed that the individual is not active in its system.

In the light of the resolution of the matter above and the vendors overall satisfactory performance on prior DOE work, the vendors are determined to be responsible.

**First Steps Trans. Inc. and Thomas Buses Inc.**

In October 2015, indictments for bank fraud, conspiracy to commit bank fraud, and payroll tax fraud conspiracy were issued against relatives of the owners of First Steps Trans Inc. and Thomas Buses, Inc. in connection with over \$14 million in bank loans made to bus companies controlled by those relatives and \$10 million in payroll taxes. On October 29, 2015, the principal owners of the prime vendors had a meeting with representatives of the NYC Department of Education to discuss the nature of any business relationships with the individuals being charged. The DOE received attestations from the owners of the respective vendors confirming that from October 29, 2015 to date of the attestation they have not received consulting advice or provided compensation to the individuals charged, have

ensured that those charged will not be permitted on or near their business premises and agreed not to discuss business on or off the business premises with any of the charged individuals.

In light of the resolution of the matter above, and the vendors' satisfactory performance on prior DOE contracts, the DOE determines the vendors to be responsible.

**GVC LTD.**

A news article erroneously revealed that in 2016, a bus driver for Empire Charter Service was convicted in 2009 for punching a hole in the kitchen door of his grandmother's house and spent 15 days in jail. However, OPT confirmed that the driver was employed by GVC Ltd. (GVC). GVC advises that the bus driver is no longer with the company. Additionally, OPT confirmed that the individual is not active in its system.

As the individual is no longer employed by GVC, and in light of the vendor's satisfactory performance on prior DOE work, the DOE determines the vendor to be responsible.

**Hoyt Transportation Corporation**

A news report revealed that in 2017 employees of Hoyt Transportation were seeking to recover unpaid overtime compensation and damages pursuant to the Fair Labor Standards Act (FLSA), the New York Labor Law, and the New York State Wage Theft Prevention Act. The vendor advised that the matter was resolved through a confidential settlement agreement.

As the matter above has been resolved, and in light of the vendor's satisfactory performance on prior DOE work, the DOE determines the vendor to be responsible.

**IC Bus Inc.**

PASSPort reveals a dismissed criminal charge from the State of New Jersey against an IC Bus principal officer. The matter pertains to possession of a controlled substance and due to the quantity, the charge was conditionally discharged under the state's conditional discharge program. There is no conviction attached to the disposition and the matter was dismissed on November 26, 2018. PASSPort further reveals administrative charges issued by a number of government agencies that either have been resolved or are pending resolution.

The DOE also is aware of the following:

In 2006, the U.S. Attorney's Office investigated several New York City Department of Education (DOE) bus inspectors for bribery and extortion that resulted in a 2009 conviction of former DOE inspectors, along with additional conspiracy charges for having taken cash payments from a number of bus companies. As a result of the investigation, IC Bus and affiliate, Gotham Transportation Corp., signed a monitoring agreement, which provided for an Independent Private Sector Inspector General (IPSIG) selected by the NYC Special Commissioner of Investigation to among other things, oversee compliance with NYC contracts, monitor employee conduct, audit payroll and expenditures and oversee operations and training. The monitoring agreement has now ended with no adverse information being reported by the monitor to SCI or the DOE.

A news report revealed that a special needs student was molested on a bus between September 2012 to April 2013. The parents of the boy filed a lawsuit against IC Bus, Inc., IC Escorts, and IC Coachways in the Supreme Court of the State of New York County of Richmond in September 2017. The lawsuit was settled for the amount of \$247,500 and in accordance with a payment plan, IC Bus made its first payment on December 31, 2018.

As the monitoring agreement did not result in the reporting of any adverse information, the other matters have been resolved and in light of the vendor's satisfactory performance on its current DOE contract, the vendor is determined to be responsible.

**Jofaz Transportation, Inc., Y&M Transit Corp. and 3<sup>rd</sup> Avenue Transit, Inc.**

An investigation of DOE bus inspectors conducted by the US Attorney's Office for the Southern District of NY resulted in the 2009 conviction of several former bus inspectors on bribery, extortion and conspiracy charges based on their having taken cash payments from a number of bus companies. As a result of this investigation, Jofaz Transportation, Inc. (Jofaz) signed a Monitoring Agreement that included retaining an IPSIG. Criminal charges were filed against Joseph A. Fazzia, Sr., who is no longer a principal of Jofaz and later dismissed on April 23, 2008. All monitoring agreements have now ended with the IPSIG reporting no adverse information.

A 2012 investigation conducted by SCI substantiated that a school bus driver and bus escort employed by the affiliate Boro Wide Buses Inc. committed misconduct, which included allowing students to exit the bus at a small grocery store, purchasing items (for the driver), and attempting to get the email address of one of the 11year olds. The DOE received a satisfactory corrective action plan regarding this matter.

A news report from March 18, 2018 revealed that a driver operating a mini bus operated by Y&M and the bus attendant were arrested for endangering the welfare of a 10 year old autistic child who was left on the bus for three hours after it was parked and locked. Y&M suspended both pending the outcome of the case.

A news report from April 2017 revealed that a mother has filed suit against a charter school claiming that her daughter was sexually assaulted on a school bus and the school tried to destroy the evidence. Jofaz indicated the matter is still pending in the Supreme Court and the bus driver had no knowledge of the incident.

As the matters above have either been resolved or are pending, and all three vendors' performance on prior DOE work have been satisfactory, the vendors are determined to be responsible.

**Leesel Transportation Corporation**

The DOE is aware of the following news articles:

- In October 2018, a bus attendant of Leesel Transportation Corporation (Leesel) was caught on video shaking and jostling a disabled student and the parents of the student intend to sue. The vendor advised that the bus attendant was terminated on 11/02/2018 and no lawsuit has been served on Leesel. Additionally, the Office of Pupil Transportation (OPT) advised that the attendant was arrested and there is currently a pending investigation.
- In September 2018, a Leesel bus driver had five arrests in 2014 for harassment and ignoring an order of protection involving a former partner. The vendor advised that the driver was terminated and never drove a bus while employed. Additionally, OPT advised that the bus driver is currently not active in the DOE system.

As the matter above has been resolved and the investigation is pending and in light of the vendor's overall satisfactory performance on prior DOE work, the vendor is determined responsible.

**L&M Bus Corp., Pride Transportation Services and Quality Transportation Corp.**

A review of L&M Bus Corp.'s (L&M) and Quality Transportation Corp.'s (Quality Transportation) PASSPort submissions identified the following self-reported caution:

- In 2017, a complaint was filed against affiliate Brooklyn Transportation Corp., in the United States District Court for the Eastern District of New York, for alleged discrimination practices based on gender. In 2018, the complaint was resolved and L&M Bus advises that a settlement offer, containing a confidentiality clause, has been accepted and the matter is closed.
- In July 2016, a complaint was filed against L&M with the New York State Division of Human Rights alleging unlawful discriminatory practices related to employment because of creed, race and color. The case was dismissed on the grounds of untimeliness and the plaintiff's request for reconsideration was dismissed.

The DOE is also aware of the following matters from news reports:

- In 2018, two separate class action suits were filed against Pride Transportation (Pride), and affiliate Bella Bus Corp. (Bella Bus), for failure to pay unpaid wages and overtime. Pride advised that the case against it is still pending and Bella Bus advised that it had settled.
- In 2014, a bus driver for Pride pleaded guilty for illegally videotaping his daughter's friend and received three years of probation. Pride advises that the individual is currently not employed. Additionally, the Office of Pupil Transportation (OPT) has confirmed that the individual is not active in the DOE's system.

As the matters above have either been resolved or are still pending, and in light of the satisfactory performance of L&M, Quality Transportation, and Pride on prior DOE contracts, the vendors are determined to be responsible.

**Mar-Can Transportation Co., Inc.**

A caution regarding Mar-Can Transportation Co. Inc. (Mar-Can) appears in PASSPort regarding an investigation of DOE bus inspectors conducted by the US Attorney's Office for the Southern District of NY which resulted in the 2009 conviction of several former bus inspectors on bribery, extortion and conspiracy charges for taking cash payments from a number of bus companies. Mar-Can was one of nine companies investigated and though not charged with an offense, was required to sign a Monitoring Agreement that included retaining an Independent Private Sector Inspector General (IPSIG) to oversee its operations and compliance with City contracts. The agreement has expired with the IPSIG reporting no adverse information.

In light of vendor's overall satisfactory resolution of the above matters, and the vendor's satisfactory performance on prior DOE contracts, the DOE has determined that the vendor is responsible.

**Pioneer Transportation Corp.**

The DOE is aware of the following news reports:

- In 2019, Pioneer Transportation Corp. (Pioneer Transportation) was involved in a minor incident in Staten Island which caused about twenty students to be transportation to a local hospital as a precaution. The incident report received from the Office of the Pupil Transportation (OPT) revealed that the incident was a result of the bus hitting the curb.
- In 2019, a bus driver and bus aide evacuated seven intermediate students from a Pioneer Transportation school bus before it burst into flames. The bus was removed and a new bus assigned to that route. OPT indicated that the cause of the fire was due to an electrical issue, which often go undetected during routine inspections. Additionally, OPT advised that all manufacturers of school buses now offer extended training on multiplex wiring (electrical harness on the chassis).
- In 2018, a Pioneer Transportation bus driver left a student at the wrong bus stop. While OPT advised that no procedures appear to have been violated by Pioneer, the driver, who had no prior infractions, was given a verbal reprimand and was re-trained. OPT further indicated that the incident occurred on a route where students share a stop and schools may implement a system for their students whereby drivers receive daily ridership rosters.
- In 2017, police were investigating a suspected arson incident after a student set a fire on the rear end of a Pioneer Transportation bus. Pioneer Transportation indicated that the police and fire department responded to the incident.

As the matters above have been resolved, and in light of the vendor's satisfactory performance on prior DOE work, the DOE determines the vendor to be responsible.

**Van Trans LLC**

A news article revealed that in September 2018, a boy with autism was attacked by his assigned paraprofessional on a Van Trans LLC (Van Trans) bus. The paraprofessional was an employee of United Staffing Solutions and was removed from working on buses. Vans Trans fully cooperated with the Westchester County Police Department and has since provided additional staff training regarding the protocol for handling such situations.

Due to the individual not being a Van Trans employee, and in light of the resolution of the matter and the vendor's satisfactory performance on prior DOE work, the DOE determines the vendor to be responsible.

**REQUEST FOR AUTHORIZATION FOR AN EMERGENCY PROCUREMENT WITH VENDORS PROVIDING TRANSPORTATION SERVICES OF PUPILS RESIDING IN TEMPORARY HOUSING**

Estimated Total Amount	Funding Source	Contract Term	Options	Estimated Option Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$4,135,590	Tax Levy	9/12/19 - 10/11/19	One Month	\$4,865,400	Emergency Purchase per DOE Procurement Policy & Procedures, Section 3-09	Yes	Requirements	7314

Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Everett Parker Contract Administrator, Office of School Support Services	Lisa D'Amato Director, Office of School Support Services	Rosana Liadis Procurement Analyst, Transportation, Food & Facilities Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of Pupil Transportation (“OPT”) to contract with vendors listed below in accordance with the DOE Procurement Policy and Procedures, Section 3-09, to provide transportation services to pupils who reside in temporary housing during the regular school year.

**DISCUSSION**

OPT is responsible for providing and coordinating transportation services to and from school for eligible students in both public and non-public schools. Transportation services include stop-to-stop and door-to-door busing.

An emergency has arisen, and as a result vendors were awarded contracts on an emergency basis for school bus transportation services for pupils who reside in temporary housing commencing September 12, 2019 in order to ensure continued operation of school year 2019-2020 bus services. These transportation services are necessary for the preservation of the health, safety, and general welfare of students and the school system as a whole. As such, declarations of Emergency Procurement and Emergency Implementation of contracts by the Senior Executive Director for the Division for Contracts and Purchasing and the Chancellor, respectively, were made (see attached).

The estimated contract amounts are to cover one month of bus transportation services, and the automatic extension option will cover an additional one month of transportation services. Services provided will be on the same basis as the previous bus service agreements, with the addition of any new negotiated terms for the new specified routes.

Below are the estimated amounts for these services. Note, the first column for each vendor represents the September/October 2019 estimated amount and the second represents the October/November 2019 estimated amounts.

No.	Vendor Name & Address	September/October 2019 (FY20) Estimated Amount	Option October/November 2019 (FY20) Estimated Amount
1.	<b>All American School Bus Corp.</b> 11-08 30 <sup>th</sup> Avenue Long Island City, NY 11102	\$182,070	\$214,200
2.	<b>Bobby's Bus Co., Inc.</b> 9714 Atlantic Avenue Ozone Park, NY 11416	\$338,130	\$397,800
3.	<b>Empire State Bus Corp.</b> PO Box 70801 148 Snediker Avenue Brooklyn, NY 11207	\$182,070	\$214,200

No.	Vendor Name & Address	September/October 2019 (FY20) Estimated Amount	Option October/November 2019 (FY20) Estimated Amount
4.	<b>Hoyt Transportation Corp.</b> 2620 West 13th Street Brooklyn, NY 11223	\$52,020	\$61,200
5.	<b>Logan Bus Co., Inc.</b> 97-14 Atlantic Avenue Ozone Park, NY 11416	\$546,210	\$642,600
6.	<b>Logan Transportation Systems, Inc.</b> 9714 Atlantic Ave Ozone Park, NY 11416	\$260,100	\$306,000
7.	<b>Mar-Can Transportation Company, Inc.</b> 318 East Third Street Mount Vernon, NY 10553	\$312,120	\$367,200
8.	<b>Phillip Bus Corp.</b> 146 Wolcott Street Brooklyn, NY 11231	\$26,010	\$30,600
9.	<b>Pioneer Transportation Corp.</b> 2890 Arthur Kill Road Staten Island, NY 10309	\$676,260	\$795,600
10.	<b>Pride Transportation Services, Inc.</b> 231 Malta Street Brooklyn, NY 11207	\$26,010	\$30,600
11.	<b>Quality Transportation Corp.</b> 3167 Atlantic Avenue Brooklyn, NY 11208	\$1,092,420	\$1,285,200
12..	<b>Reliant Transportation Inc.</b> 2711 N. Haskell Avenue, Suite 1500 Dallas, Texas 75204	\$78,030	\$91,800
13.	<b>SNT Bus, Inc.</b> 50 Snediker Avenue Brooklyn, NY 11207	\$260,100	\$306,000
14.	<b>Van Trans, LLC.</b> 75 Commercial Street Plainview, NY 11803	\$78,030	\$91,800
15.	<b>Vinny's Bus Services, Inc.</b> 1040 Rockaway Avenue Brooklyn, NY 11236	\$26,010	\$30,600
<b>TOTAL</b>		<b>\$4,135,590</b>	<b>\$4,895,400</b>

#### **VENDOR RESPONSIBILITY**

Background checks were conducted on the subject vendors of this award as well as their affiliated and related entities and have been determined to be responsible. Noteworthy findings regarding any of these entities are reportable below.

#### **All American School Bus Corporation**

A news report revealed that in February 2019, a six year old student was left on an All American Corporation's (All American) school bus. The Office of Pupil Transportation (OPT) advised that the bus driver was terminated.

In 2007, All American's affiliate Rainbow Transit was among a number of bus companies investigated by the U.S. Attorney's Office (U.S. AG). The investigation resulted in the conviction of several former DOE bus inspectors on bribery, extortion, and conspiracy charges based on the inspectors having taken cash from several bus companies. Rainbow entered into a Monitoring Agreement which includes the hiring of an Independent Private Sector Inspector General (IPSIG) to monitor the business integrity of the companies. The monitoring agreements have now ended with the IPSIG having reported no signs of corruption, criminality, or unethical behavior.

As the matter above has been resolved, and in light of the vendor's satisfactory performance on prior DOE work, the DOE determines the vendor to be responsible.

**Bobby's Bus Co., Logan Bus Company, and Logan Transportation**

An investigation of New York City Department of Education (DOE) bus inspectors conducted by the US Attorney's Office for the Southern District of NY that resulted in the 2009 conviction of several former bus inspectors on bribery, extortion and conspiracy charges for taking cash payments from a number of bus companies. As a result of this investigation, the following companies, which are being considered as related to Lorinda Enterprises, LTD for the purposes of this background check, Bobby's Bus Company, Lorissa Bus Service, Grandpa's Bus Co, Little Linda Bus, Lorinda Enterprises, Little Richie Bus/Little Richie Matron and Logan Bus Company (Logan Bus), while not charged with an offense, were required to sign a monitoring agreement requiring them to retain an Independent Private Sector Inspector General (IPSIG) to oversee operations and compliance with their city contracts. The terms and conditions of the monitoring agreement have been met and it has expired.

The DOE is aware of the following matters from news reports and other sources:

- The New York City Office of Pupil Transportation (OPT) bus Customer Service Hotline received 76,223 calls in the first five days of school compared to 57,757 calls last year, many complaints from District 30 in Queens whose routes are assigned to Grandpa's Bus Co. (Grandpa's Bus). Parents have complained to the vendor and the New York City Department of Education (DOE) about buses being late to pick up students, not showing up at all and getting lost on routes, resulting in students being stranded for hours. The DOE reassigned four of Grandpa's Bus routes to another company, and OPT is working with the Logan group of bus companies, of which Grandpa's Bus is a part, to establish a Corrective Action Plan in order to address these issues. This includes action by Grandpa's Bus to add more experienced staff to monitor routes, work with drivers and create tools that will make it easier to follow routes, establish a telephone hotline for parent inquiries, and review of safety procedures.
- In 2018, a 58 year old woman was struck and killed by a mini school bus owned by Logan Bus. Logan Bus advised that the investigation is closed and the charges against the driver have been dropped.
- In 2017, a Little Richie Bus sideswiped three parked cars. The driver operating the school bus was disciplined in a formalized union hearing. This matter is being handled by the insurance carrier and Little Richie Bus has no further knowledge about the progress of the claim.
- In 2017, a negligence suit for injuries was brought against Little Richie Bus. Little Richie Bus was granted summary judgment and found not liable.
- In 2017, a driver evacuated six occupants with developmental disabilities on a smoking Guardian Bus before it burst into flames. Affiliate Guardian Bus indicated no one was harmed.

As the matters above have either been resolved or are pending, and the vendors have received satisfactory evaluation ratings on prior DOE work, the DOE determines the vendors to be responsible.

**Empire State Bus Corp.**

The DOE is aware of the following news articles:

- A news report revealed that in September 2018, an Allied Transit Corp. (Allied) bus driver, which is an entity of interest of Empire State Bus Corp. (Empire State Bus) due to shared space, served two years in prison for burglary in 2006. The vendor advised that the driver was employed from 2012-2014 and is no longer an active driver for Allied. Additionally, the Office of Pupil Transportation (OPT) advised that the bus driver is not currently active in the DOE system.
- A news article erroneously reported that in 2016, a bus driver for affiliate Empire Charter Service, Inc. (Empire Charter) was convicted in 2009 for punching a hole in the kitchen door of his grandmother's house and spent 15 days in jail. However, OPT confirmed that the driver was employed by GVC Ltd. (GVC). GVC advises that the bus driver is no longer with the company. Additionally, OPT confirmed that the individual is not active in its system.

In the light of the resolution of the matter above and the vendor's overall satisfactory performance on prior DOE work, the vendor is determined to be responsible.

**Hoyt Transportation Corporation**

A news report revealed that in 2017 employees of Hoyt Transportation were seeking to recover unpaid overtime compensation and damages pursuant to the Fair Labor Standards Act (FLSA), the New York Labor Law, and the New York State Wage Theft Prevention Act. The vendor advised that the matter was resolved through a confidential settlement agreement.

As the matter above has been resolved, and in light of the vendor's satisfactory performance on prior DOE work, the DOE determines the vendor to be responsible.



**Mar-Can Transportation Co., Inc.**

A caution regarding Mar-Can Transportation Co. Inc. (Mar-Can) appears in PASSPort regarding an investigation of DOE bus inspectors conducted by the US Attorney's Office for the Southern District of NY which resulted in the 2009 conviction of several former bus inspectors on bribery, extortion and conspiracy charges for taking cash payments from a number of bus companies. Mar-Can was one of nine companies investigated and though not charged with an offense, was required to sign a Monitoring Agreement that included retaining an Independent Private Sector Inspector General (IPSIG) to oversee its operations and compliance with City contracts. The agreement has expired with the IPSIG reporting no adverse information.

In light of vendor's overall satisfactory resolution of the above matters, and the vendor's satisfactory performance on prior DOE contracts, the DOE has determined that the vendor is responsible.

**Pioneer Transportation Corp.**

The DOE is aware of the following news reports:

- In 2019, Pioneer Transportation Corp. (Pioneer Transportation) was involved in a minor incident in Staten Island which caused about twenty students to be transported to a local hospital as a precaution. The incident report received from the Office of the Pupil Transportation (OPT) revealed that the incident was a result of the bus hitting the curb.
- In 2019, a bus driver and bus aide evacuated seven intermediate students from a Pioneer Transportation school bus before it burst into flames. The bus was removed and a new bus assigned to that route. OPT indicated that the cause of the fire was due to an electrical issue, which often go undetected during routine inspections. Additionally, OPT advised that all manufacturers of school buses now offer extended training on multiplex wiring (electrical harness on the chassis).
- In 2018, a Pioneer Transportation bus driver left a student at the wrong bus stop. While OPT advised that no procedures appear to have been violated by Pioneer, the driver, who had no prior infractions, was given a verbal reprimand and was re-trained. OPT further indicated that the incident occurred on a route where students share a stop and schools may implement a system for their students whereby drivers receive daily ridership rosters.
- In 2017, police were investigating a suspected arson incident after a student set a fire on the rear end of a Pioneer Transportation bus. Pioneer Transportation indicated that the police and fire department responded to the incident.

As the matters above have been resolved, and in light of the vendor's satisfactory performance on prior DOE work, the DOE determines the vendor to be responsible.

**Quality Transportation Corp. and Pride Transportation Services**

A review of Quality Transportation Corp.'s (Quality Transportation) and affiliate L&M Bus Corp.'s (L&M) PASSPort submissions identified the following self-reported caution:

- In 2017, a complaint was filed against affiliate Brooklyn Transportation Corp., in the United States District Court for the Eastern District of New York, for alleged discrimination practices based on gender. In 2018, the complaint was resolved and L&M Bus advises that a settlement offer, containing a confidentiality clause, has been accepted and the matter is closed.
- In July 2016, a complaint was filed against L&M with the New York State Division of Human Rights alleging unlawful discriminatory practices related to employment because of creed, race and color. The case was dismissed on the grounds of untimeliness and the plaintiff's request for reconsideration was dismissed.

The DOE is also aware of the following matters from news reports:

- In 2018, two separate class action suits were filed against Pride Transportation (Pride), and affiliate Bella Bus Corp. (Bella Bus), for failure to pay unpaid wages and overtime. Pride advised that the case against it is still pending and Bella Bus advised that it had settled.
- In 2014, a bus driver for Pride pleaded guilty for illegally videotaping his daughter's friend and received three years of probation. Pride advises that the individual is currently not employed. Additionally, the Office of Pupil Transportation (OPT) has confirmed that the individual is not active in the DOE's system.

As the matters above have either been resolved or are still pending, and in light of the satisfactory performance of Quality Transportation and Pride on prior DOE contracts, the vendors are determined to be responsible.

**Reliant Transportation, Inc.**

A review of prime Reliant Transportation's (Reliant) and parent MV Transportation's (MV) PASSPort submissions reported the following cautions:

- In December 2015, the Federal Election Commission investigated MV and its former CEO and CFO. During the investigation, MV determined that the company reimbursed its former CEO for certain political contributions that was voluntarily disclosed to the FEC. On October 26, 2016, MV and the CEO reached a conciliation agreement with FEC.
- In December 2015, MV's former CFO was charged with five counts of wire fraud in connection with paying unauthorized bonuses and using company funds for personal expenses. On March 31, 2017, the former CFO was convicted by the United States Department of Justice and was sentenced to 48 months of imprisonment.

From 2014 to 2017, the United States Department of Labor Occupational Safety and Health Administration (OSHA) website disclosed that MV had 20 complaints, which have all been closed with penalties ranging from \$0 - \$3,000.

News articles reported that from 2004 to 2015, six of MV/Reliant's contracts were terminated early or not renewed due to performance issues; however, our information shows that none of the matters resulted in a finding of material breach of contract, nor were any of the contracts terminated for cause.

Multiple media reports revealed a number of matters alleging employment discrimination, failure to pay required wages, unwarranted termination, negligent bus operators, assaults, accidents, and investigations into potential manipulation of trip records and billing. MV and Reliant advised that the matters either have been resolved or are pending.

In September 2019, an article in the Daily News stated that MV/Reliant provided poor service and charged a comparatively high price. DOE's expenditures on MV/Reliant, as well as MV/Reliant's performance, are commensurate with the scope and scale of their operation.

In light of the industry, MV's position as a national transportation provider and its volume of business, which includes 230 active contracts with an annual valued of approximately \$1.2 billion for 2018, the DOE believes the number and nature of the matters cited are not unusual. Accordingly, MV's responsiveness in addressing such matters and their successful assumption of additional DOE bus routes supports a determination that Reliant is responsible.

#### **SNT Bus, Inc.**

A review of the PASSPort filings of SNT Bus and affiliates Boro Transit and Consolidated Bus Transit (Consolidated Bus) show a self-reported caution regarding the affiliate Professional Charter Service. In 2013, the DOE found Professional Charter in default and terminated one of its contracts due to performance issues. The DOE and Professional Charter reached a settlement in July 2014, in which the DOE agreed that Professional Charter would be eligible for future awards, it would pay the DOE \$250,000 (which was fully satisfied in 2016) and its affiliates remained in good standing.

The DOE is also aware of the following information:

- In March 2019, a news report revealed a lawsuit against Consolidated Bus regarding a student being bullied. The DOE will continue to follow the progress of this lawsuit and take appropriate follow-up action.
- In 2012, a news article revealed that bus route issues for Consolidated Bus. OPT advised that Consolidated Bus successfully completed 79 routes in 2012. Given the number of routes completed by the vendor, the nature of the issues reported are not unusual during the course of day to day business.

As the matters above have either been resolved or pending, and in the light of the overall satisfactory performance of SNT Bus on prior DOE contracts, the vendor is determined to be responsible.

#### **Van Trans LLC**

A news article revealed that in September 2018, a boy with autism was attacked by his assigned paraprofessional on a Van Trans LLC (Van Trans) bus. The paraprofessional was an employee of United Staffing Solutions and was removed from working on buses. Vans Trans fully cooperated with the Westchester County Police Department and has since provided additional staff training regarding the protocol for handling such situations.

Due to the individual not being a Van Trans employee, and in light of the resolution of the matter and the vendor's satisfactory performance on prior DOE work, the DOE determines the vendor to be responsible.

**REQUEST FOR AUTHORIZATION FOR EMERGENCY CONTRACTS TO PROVIDE INTEGRATED PEST MANAGEMENT SERVICE**

Estimated / Total Contract Amount	Funding Source	Contract Term	Option	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$967,454	Tax Levy	One – 1 Year	None	Emergency Purchase Per DOE Procurement Policy & Procedures, Section 3-09	No	Requirements	7323

Vendor Names and Addresses	Estimated Total Contract Amounts
Superior Pest Elimination, Inc. 87 Ellis Street Staten Island, New York 10307	\$614,037
Abalon Exterminating Co., Inc. 261 Fifth Avenue New York, New York 10016	\$353,417

Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Janice Zapinsky Deputy Director, Office of Food & Nutrition Services	Lisa D'Amato Director, Office of Food & Nutrition Services	Robin Greene Procurement Analyst, Transportation, Food & Facilities Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of Food and Nutrition Services (“OFNS”) to contract with Superior Pest Elimination, Inc. (“Superior”) and Abalon Exterminating Co, Inc. (“Abalon”) in accordance with DOE Procurement Policy and Procedures, section 3-09, to provide Integrated Pest Management (“IPM”) service, which covers routine extermination services, bed bug extermination for various schools, and one administrative building in Manhattan, the Bronx and Queens. These contracts will be used to supplement services provided by DOE’s IPM services staff to establish continuity of service.

**DISCUSSION**

The purpose of these services is to control and eliminate the population of cockroaches, ants, silverfish, termites, rats, mice, ants, carpenter ants, mosquitos, pigeons, flying insects, and small mammals (e.g., squirrels, raccoons, bats) and other arthropod or vertebrate pests, including their larvae, and identify and exterminate bed bugs where required, in indoor and outdoor spaces. The original contracts for these services were competitively procured with a contract term of April 1, 2018 until March 31, 2023 containing three geographically defined Aggregate Classes (each as “AC”, collectively “ACs”): AC1 – Manhattan; AC2 – the Bronx and Queens; and, AC 3 – Brooklyn and Staten Island. ACs 1 and 2 were awarded to Verrazano Exterminating Corporation (“Verrazano”); however, in June 2019, Verrazano informed the DOE that they were unable to fulfill their service obligations.

To ensure the health and safety of the DOE population, which includes children and personnel, the DOE is exercising an emergency purchase which is necessary to provide IPM services in the required geographic locations.

The DOE solicited prices for both ACs and three quotes were received in response to each AC. The prices obtained are detailed below:

**AC 1 – Manhattan**

<b>Contractor Names</b>	<b>Annual Contract Value Amounts</b>
Abalon Exterminating Co., Inc.	\$456,878.00
<b>Superior Pest Elimination</b>	<b>\$614,037.30</b>
Predator Pest Control, Inc.	\$1,175,530.00

**AC 2 – the Bronx and Queens**

<b>Contractor Names</b>	<b>Annual Contract Value Amounts</b>
<b>Abalon Exterminating Co., Inc.</b>	<b>\$353,417.00</b>
Superior Pest Elimination	\$449,717.00
Predator Pest Control, Inc.	\$682,003.00

OFNS conducted a qualifications review conducted for each vendor which determined that Superior and Abalon satisfied the requirements for this procurement and have the organizational capacity to service their respective ACs. Although Abalon submitted the lowest prices for ACs 1 and 2, the DOE recognized that AC 1 is an operationally difficult area to manage. Having no prior experience working with the Abalon in this geographical area, the DOE awarded AC 1 to Superior based on its experience with the vendor previously servicing parts of Manhattan for the DOE. Superior has provided sufficient services in this area. Abalon, while qualified, is a new vendor to the DOE and therefore, was awarded AC 2 which is not as operationally challenging as AC 1.

The estimated contract amounts are based on original bid quantity estimates for the corresponding ACs. The hourly wages paid for work performed will be in accordance with the Prevailing Wage Schedule published by the Office of Comptroller of New York City. Pricing for these emergency contracts is determined to be fair and reasonable based on the limited level of competition, time constraints due to the emergency, and the comparison of prices quoted to the current Prevailing Wage rates. The DOE notes, however, that prices for both ACs were higher (AC 1 – 51% higher and AC 2 – 15% higher) than Verrazano’s prices under the original agreement.

The DOE is currently conducting a new long term procurement to ensure more competitive prices prevail.

**VENDOR RESPONSIBILITY**

The vendors recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible.

**REQUEST FOR AUTHORIZATION TO HAVE EMERGENCY EXTENSION CONTRACTS WITH VENDORS PROVIDING TRANSPORTATION SERVICES FOR PRE-KINDERGARTEN AND EARLY INTERVENTION PARTICIPANTS – B2026**

Estimated Total Increase Amount	Funding Source	Contract Term	Option	Estimated Options Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$12,197,616	Tax Levy	9/1/19 – 9/30/19	One Month	\$7,679,182	Emergency Extension per DOE Procurement Policy & Procedures, Section 3-09	Yes	Requirements	7288

Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Everett Parker Contract Administrator, Office of School Support Services	Lisa D'Amato Director, Office of School Support Services	Rosana Liadis Procurement Analyst, Transportation, Food & Facilities Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of Pupil Transportation (“OPT”) to contract with vendors listed below in accordance with the DOE Procurement Policy and Procedures, Section 3-09, to provide transportation services to Pre-Kindergarten (“Pre-K”) pupils and pupils with disabilities who require special busing during the school year.

**DISCUSSION**

OPT is responsible for providing and coordinating bus transportation services necessary for New York City students attending Pre-K and Early Intervention Programs.

Certain contracts and extensions for the provision of the regular school year bus service expired on August 31, 2019 and such bus service is required for the commencement of the regular 2019-2020 school year. This emergency has risen as a result of continued negotiations to finalize extensions of bus services with incumbent vendors. These transportation services are necessary for the preservation of the health, safety, and general welfare of students and the school system as a whole. As such, declarations of Emergency Procurement and Emergency Implementation of contracts by the Senior Executive Director for the Division of Contracts and Purchasing and the Chancellor, respectively, were made (see attached).

The estimated contract amounts are to cover one month of transportation services, and the automatic extension option will cover an additional one month of transportation services. All terms and conditions including pricing will remain the same. Accordingly, pricing is determined to be fair and reasonable.

These contracts are retroactive due to long-term transportation services’ negotiations have not been completed.

Below are the estimated amounts for these services. Note, the first column for each vendor represents the September 2019 estimated amount and the second represents the October 2019 estimated amounts.

No.	Vendor Name & Address	September 2019 (FY20) Estimated Increase	Option October 2019 (FY20) Estimated Increase
1.	<b>Alina Services Corp.</b> 245-37 60th Avenue Douglaston, NY 11362	\$1,336,716	\$617,484
2.	<b>Another Ride, Inc.</b> 960 Close Avenue Bronx, NY 10473	\$97,726	\$78,073

No.	Vendor Name & Address	September 2019 (FY20) Estimated Increase	Option October 2019 (FY20) Estimated Increase
3.	<b>Don Thomas Buses, Inc. (B20265A)</b> 960 Close Avenue Bronx, NY 10473	\$177,206	\$69,394
4.	<b>Don Thomas Buses, Inc. (B20260A)</b> 960 Close Avenue Bronx, NY 10473	\$214,133	\$171,067
5.	<b>First Steps Trans Inc. (B202655)</b> 2859 West 37th Street Brooklyn, NY 11224	\$262,962	\$54,838
6.	<b>First Steps Trans Inc. (B202608)</b> 2859 West 37th Street Brooklyn, NY 11224	\$105,036	\$77,164
7.	<b>Fortuna Bus Company, Inc.</b> 1329 36th Street Brooklyn, NY 11218	\$438,882	\$300,118
8.	<b>GVC Ltd.</b> 450 Zerega Avenue Bronx, NY 10473	\$1,560,903	\$1,166,697
9.	<b>Happy Day Transit, Inc.</b> 144 Pilling Street Brooklyn, NY 11207	\$914,534	\$61,866
10.	<b>I&amp;Y Transit Corp.</b> 245-37 60th Avenue Douglaston, NY 11362	\$539,970	\$396,030
11.	<b>IC Bus, Inc.</b> 380 Chelsea Road Staten Island, NY 10314	\$508,612	\$378,388
12.	<b>L&amp;M Bus Corp.</b> 3167 Atlantic Avenue Brooklyn, NY 11208	\$2,873,516	\$2,149,484
13.	<b>MJT Bus Company Inc.</b> 231 Malta Street Brooklyn, NY 11207	\$279,196	\$105,604
14.	<b>Penny Transportation Inc.</b> 3100 Cropsey Avenue Brooklyn, NY 11224	\$200,275	\$156,325
15.	<b>Phillip Bus Service Inc.</b> 146 Wolcott Street Brooklyn, NY 11231	\$748,835	\$528,765
16.	<b>Royal Express Line Corp.</b> 95-08 Queens Blvd. Rego Park, NY 11374	\$300,010	\$231,590
17.	<b>Selby Transportation Corp.</b> 3900 Webster Avenue Bronx, NY 10470	\$617,885	\$384,915
18.	<b>Smart Pick, Inc. (B202662)</b> 3100 Cropsey Avenue Brooklyn, NY 11224	\$181,313	\$137,487
19.	<b>Smart Pick, Inc. (B202631)</b> 3100 Cropsey Avenue Brooklyn, NY 11224	\$839,906	\$613,893
<b>TOTAL</b>		<b>\$12,197,616</b>	<b>\$7,679,182</b>

**VENDOR RESPONSIBILITY**

Background checks were conducted on the subject vendors of this award as well as their affiliated and related entities and have been determined to be responsible. Noteworthy findings regarding any of these entities are reportable below.

**Another Ride, Inc., Don Thomas Buses, Inc. & First Steps Transportation, Inc.**

In October 2015, indictments for bank fraud, conspiracy to commit bank fraud, and payroll tax fraud conspiracy were issued against relatives of the owners of First Steps Trans Inc. and Thomas Buses, Inc. in connection with over \$14 million in bank loans made to bus companies controlled by those relatives and \$10 million in payroll taxes. On October 29, 2015, the principal owners of the prime vendors had a meeting with representatives of the NYC Department of Education to discuss the nature of any business relationships with the individuals being charged. The DOE received attestations from the owners of the respective vendors confirming that from October 29, 2015 to date of the attestation they have not received consulting advice or provided compensation to the individuals charged, have ensured that those charged will not be permitted on or near their business premises and agreed not to discuss business on or off the business premises with any of the charged individuals.

In light of the resolution of the matter above, and the vendors' satisfactory performance on prior DOE contracts, the DOE determines the vendors to be responsible.

**Alina Services Corp and I & Y Transit Corp.**

In May 2016, news sources reported that during a transfer of students from a disabled Alina Services bus to one that was operational, an escort allowed a 4-year-old autistic boy to wander away unattended. The child was found by a school aide shortly thereafter and the escort was suspended by Alina Service Corp. for six months. Since the incident, Alina Services Corp. implemented a new policy that requires an additional escort to accompany the driver of the replacement bus, to ensure that all the children are safely transferred into the replacement bus.

In January 2014, an employee of Iridium Services filed a class action civil lawsuit against Iridium Services Corp and the principal owner, alleging that he was not paid overtime wages. The lawsuit was settled as of June 2014, and the plaintiff was paid \$7,500.

As all matters have been addressed and resolved satisfactorily, the DOE determines that I & Y Transit Corp and Alina Services Corp are responsible.

**GVC, Ltd.**

A news article erroneously revealed that in 2016, a bus driver for Empire Charter Service was convicted in 2009 for punching a hole in the kitchen door of his grandmother's house and spent 15 days in jail. However, OPT confirmed that the driver was employed by GVC Ltd. (GVC). GVC advises that the bus driver is no longer with the company. Additionally, OPT confirmed that the individual is not active in its system.

As the individual is no longer employed by GVC, and in light of the vendor's satisfactory performance on prior DOE work, the DOE determines the vendor to be responsible.

**IC Bus Inc.**

PASSPort reveals a dismissed criminal charge from the State of New Jersey against an IC Bus principal officer. The matter pertains to possession of a controlled substance and due to the quantity, the charge was conditionally discharged under the state's conditional discharge program. There is no conviction attached to the disposition and the matter was dismissed on November 26, 2018. PASSPort further reveals administrative charges issued by a number of government agencies that either have been resolved or are pending resolution.

The DOE also is aware of the following:

In 2006, the U.S. Attorney's Office investigated several New York City Department of Education (DOE) bus inspectors for bribery and extortion that resulted in a 2009 conviction of former DOE inspectors, along with additional conspiracy charges for having taken cash payments from a number of bus companies. As a result of the investigation, IC Bus and affiliate, Gotham Transportation Corp., signed a monitoring agreement, which provided for an Independent Private Sector Inspector General (IPSIG) selected by the NYC Special Commissioner of Investigation to among other things, oversee compliance with NYC contracts, monitor employee conduct, audit payroll and expenditures and oversee operations and training. The monitoring agreement has now ended with no adverse information being reported by the monitor to SCI or the DOE.

A news report revealed that a special needs student was molested on a bus between September 2012 to April 2013. The parents of the boy filed a lawsuit against IC Bus, Inc., IC Escorts, and IC Coachways in the Supreme Court of the State of New York County of Richmond in September 2017. The lawsuit was settled for the amount of \$247,500 and in accordance with a payment plan, IC Bus made its first payment on December 31, 2018.

As the monitoring agreement did not result in the reporting of any adverse information, the other matters have been resolved and in light of the vendor's satisfactory performance on its current DOE contract, the vendor is determined to be responsible.

**L&M Bus Corp. & MJT Bus Company**

A review of L&M Bus Corp.'s (L&M) and Quality Transportation Corp.'s (Quality Transportation) PASSPort submissions identified the following self-reported caution:

- In 2017, a complaint was filed against affiliate Brooklyn Transportation Corp., in the United States District Court for the Eastern District of New York, for alleged discrimination practices based on gender. In 2018, the complaint was resolved and L&M Bus advises that a settlement offer, containing a confidentiality clause, has been accepted and the matter is closed.
- In July 2016, a complaint was filed against L&M with the New York State Division of Human Rights alleging unlawful discriminatory practices related to employment because of creed, race and color. The case was dismissed on the grounds of untimeliness and the plaintiff's request for reconsideration was dismissed.

The DOE is also aware of the following matters from news reports:

- In 2018, two separate class action suits were filed against Pride Transportation (Pride), and affiliate Bella Bus Corp. (Bella Bus), for failure to pay unpaid wages and overtime. Pride advised that the case against it is still pending and Bella Bus advised that it had settled.
- In 2014, a bus driver for Pride pleaded guilty for illegally videotaping his daughter's friend and received three years of probation. Pride advises that the individual is currently not employed. Additionally, the Office of Pupil Transportation (OPT) has confirmed that the individual is not active in the DOE's system.

As the matters above have either been resolved or are still pending, and in light of the satisfactory performance of L&M, and MJT Bus Company on prior DOE contracts, the vendors are determined to be responsible.

**Selby Transportation Corporation**

The DOE is aware of the following news articles:

- In October 2018, a bus attendant of affiliate Leesel Transportation Corporation (Leesel) was caught on video shaking and jostling a disabled student and the parents of the student intend to sue. The vendor advised that the bus attendant was terminated on 11/02/2018 and no lawsuit has been served on Leesel. Additionally, the Office of Special Investigations (OSI) advised that this matter is closed and the former bus attendant was the sole subject of the investigation.
- In September 2018, a Leesel bus driver had five arrests in 2014 for harassment and ignoring an order of protection involving a former partner. The vendor advised that the driver was terminated and never drove a bus while employed. Additionally, OPT advised that the bus driver is currently not active in the DOE system.

As the matter above has been resolved and the investigation is pending and in light of the vendor's satisfactory performance on prior DOE work, the vendor is determined responsible.



**REQUEST FOR AUTHORIZATION TO HAVE EMERGENCY EXTENSION CONTRACTS WITH VENDORS PROVIDING TRANSPORTATION SERVICES OF SCHOOL AGE EDUCATION PUPILS AND PUPILS WITH DISABILITIES – B2321**

Estimated Total Increase Amount	Funding Source	Contract Term	Option	Estimated Options Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$17,235,978	Tax Levy	7/1/19 – 9/30/19	One Month	\$21,066,195	Emergency Extension per DOE Procurement Policy & Procedures, Section 3-09	Yes	Requirements	7319

Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Everett Parker Contract Administrator, Office of School Support Services	Lisa D'Amato Director, Office of School Support Services	Rosana Liadis Procurement Analyst, Transportation, Food & Facilities Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of Pupil Transportation (“OPT”) to contract with vendors listed below in accordance with the DOE Procurement Policy and Procedures, Section 3-09, to provide transportation services to pupils who receive general busing and to pupils with disabilities who require special busing during the regular school year.

**DISCUSSION**

OPT is responsible for providing and coordinating transportation services to and from school for eligible students in both public and non-public schools. Transportation services include stop-to-stop and door-to-door busing.

Certain contracts for the provision of the regular school year (non-summer) bus service expired June 30, 2019 and such bus service is required for the commencement of the regular 2019-2020 school year starting September 1, 2019 on an emergency basis to ensure continued operation for this school year. This emergency has arisen as a result of continued negotiations to finalize one-year extension contracts of bus services with contractors. These transportation services are necessary for the preservation of the health, safety, and general welfare of students and the school system as a whole. As such, declarations of Emergency Procurement and Emergency Implementation of contracts by the Senior Executive Director for the Division for Contracts and Purchasing and the Chancellor, respectively, were made (see attached).

The estimated contract amounts are to cover one month of transportation services, and the automatic extension option will cover an additional one month of transportation services. All terms and conditions including pricing will remain the same. Accordingly, pricing is determined to be fair and reasonable.

These contracts are retroactive due to long-term transportation services’ negotiations have not been completed.

Below are the estimated amounts for these services. Note, the first column for each vendor represents the September 2019 estimated amounts and the second represents the October 2019 estimated amounts.

No.	Vendor Names & Address	September 2019 (Fiscal Year ‘20) Estimated Increase	Option October 2019 (Fiscal Year ‘20) Estimated Increase
1.	<b>All County Bus LLC</b> 70 Fernbrook Street Yonkers, NY 10705	\$401,780	\$491,065
2.	<b>Children’s Trans Inc.</b> 1465 Bronx River Avenue Bronx, NY 10472	\$118,417	\$144,732
3.	<b>Don Thomas Buses, Inc.</b> 960 Close Avenue Bronx, NY 10473	\$1,268,576	\$1,550,481

No.	Vendor Names & Address	September 2019 (Fiscal Year '20) Estimated Increase	Option October 2019 (Fiscal Year '20) Estimated Increase
4.	<b>New Dawn Transit, LLC</b> 2352 E. 69 <sup>th</sup> Street Brooklyn, NY 11234	\$2,237,786	\$2,735,071
5.	<b>Reliant Transportation Inc.</b> 2711 N. Haskell Avenue, Suite 1500 Dallas, Texas 75204	\$12,172,188	\$14,877,120
6.	<b>Thomas Buses, Inc.</b> 2859 West 37 <sup>th</sup> Street Brooklyn, NY 11224	\$648,574	\$792,701
7.	<b>Vinny's Bus Services, Inc.</b> 1040 Rockaway Avenue Brooklyn, NY 11236	\$388,657	\$475,025
<b>TOTAL</b>		<b>\$17,235,978</b>	<b>\$21,066,195</b>

**VENDOR RESPONSIBILITY**

Background checks were conducted on the subject vendors of this award as well as their affiliated and related entities and have been determined to be responsible. Noteworthy findings regarding any of these entities are reportable below.

**All County Bus LLC**

A March 2017 news report revealed that a minibus from All County Bus LLC (ACB) caught on fire in Yonkers. The Office of the Pupil Transportation (OPT) advised that at the time of the incident there were no students on the bus and the bus was not on a DOE route. OPT indicated that the cause of the fire was due to an electrical issue with the manufacturer. The bus was inspected by the New York State Department of Transportation (NYS DOT) and was put permanently out of service on March 8, 2017. OPT advised that the NYS DOT did not inspect the rest of ACB's fleet of buses as this was an isolated incident.

As the matter above was an isolated incident, and the bus was taken out of service after the NYS DOT inspection, and in light of the vendor's satisfactory performance on prior DOE contracts, the DOE determines the vendor to be responsible.

**Children Trans., Inc., Don Thomas Buses, Inc. and Thomas Buses, Inc.**

In October 2015, indictments for bank fraud, conspiracy to commit bank fraud, and payroll tax fraud conspiracy were issued against relatives of the owners of Children's Trans., Inc., First Steps Trans Inc., and Thomas Buses, Inc. in connection with over \$14 million in bank loans made to bus companies controlled by those relatives and \$10 million in payroll taxes. On October 29, 2015, the principal owners of the prime vendors had a meeting with representatives of the NYC Department of Education to discuss the nature of any business relationships with the individuals being charged. The DOE received attestations from the owners of the respective vendors confirming that from October 29, 2015 to date of the attestation they have not received consulting advice or provided compensation to the individuals charged, have ensured that those charged will not be permitted on or near their business premises and agreed not to discuss business on or off the business premises with any of the charged individuals.

In light of the resolution of the matter above, and the vendors' satisfactory performance on prior DOE contracts, the DOE determines the vendors to be responsible.

**New Dawn Transit LLC**

A review of New Dawn Transit, LLC (New Dawn) PASSPort submission revealed the following caution:

- From 2015 – 2018 affiliates, Septran, Inc. (Septran) and White Plains Bus Co (White Plains) were investigated by the United States Department of Transportation (USDOT) and Illinois Attorney General's Office (IL AG):
  - In December 2018, USDOT conducted a regulatory compliance review of driver and monitor files for Septran and White Plains. The vendor advised that the companies provided the requested information and the matter is closed.
  - In December 2015, IL AG conducted an investigation regarding a complaint against Septran for insufficient handicap accessible parking at its Customer Service Center. The vendor advised that

Septran made modifications to comply with the state and federal standards, which were accepted by the IL AG and the matter was closed on 12/16/2016.

Additionally, PASSPort revealed the following information:

- Affiliate, National Express Transit Corporation is named in multiple liens filed by the State of Ohio Department of Revenue ranging from \$138 to \$830. The vendor advised that all liens have been fully paid.

A review of parent, National Express, LLC's (National Express) PASSPort submission revealed the following caution:

- From 2014 to present affiliate, Durham School Services, L.P. (Durham School) and Durham D&M, LLC (Durham) was investigated by the Massachusetts Attorney General's Office (MA AG), United States Department of Transportation (USDOT), Illinois Department of Labor, Wage and Hour Division (Illinois DOL), Occupational Safety and Health Administration (OSHA), National Transportation Safety Board (NTSB), United States Department of Labor, Wage and Hour Division (US DOL), and Illinois Attorney General's Office (IL AG):
  - In November 2017, the MA AG office notified Durham School of a complaint regarding meal break policies. This matter is ongoing.
  - In April 2017, the USDOT initiated a federal regulatory compliance review of Durham School operating authority. The review is ongoing.
  - In April 2017, the IL DOL conducted a wage audit of Durham's Red Bud, IL location. The vendor advised that it provided the requested documentation and the matter is closed.
  - In March 2017, OSHA conducted an investigation of Durham School due to allegations relating to faulty exhaust system and malfunctioning equipment. The vendor advised that matter was closed in September 2017.
  - In November 2016, the USDOT and NTSB are conducting an investigation of Durham School as a result of a bus accident in Tennessee. The matter is ongoing.
  - In August 2016, the US DOL conducted an audit of Durham School's Customer Service Center in Colorado. The audit revealed that 16 employees were underpaid and Durham School owed these employees a total of \$5,483.21. The vendor advised that the amount was fully paid and to its knowledge no further action was required. In October 2014, IL AG conducted an investigation regarding a complaint against Durham School's for insufficient handicap accessible parking at its Customer Service Center in Mount Vernon, IL. The vendor advised that Durham School made modifications to comply with the state and federal standards, which were accepted by the IL AG the matter was closed on 12/16/2016.

Multiple media reports regarding New Dawn, parent National Express and its' affiliates revealed a number of matters alleging employment discrimination, failure to pay required wages, unwarranted termination, negligent bus operators, assaults, accidents, and investigations into potential manipulation of trip records and billing. New Dawn advised that the matters either have been resolved or are pending.

As the matters above have either been resolved or are still pending, and in light of the satisfactory performance of New Dawn on prior DOE contracts, the vendor are determined to be responsible.

#### **Reliant Transportation, Inc.**

A review of prime Reliant Transportation's (Reliant) and parent MV Transportation's (MV) PASSPort submissions reported the following cautions:

- In December 2015, the Federal Election Commission investigated MV and its former CEO and CFO. During the investigation, MV determined that the company reimbursed its former CEO for certain political contributions that was voluntarily disclosed to the FEC. On October 26, 2016, MV and the CEO reached a conciliation agreement with FEC.
- In December 2015, MV's former CFO was charged with five counts of wire fraud in connection with paying unauthorized bonuses and using company funds for personal expenses. On March 31, 2017, the former CFO was convicted by the United States Department of Justice and was sentenced to 48 months of imprisonment.

From 2014 to 2017, the United States Department of Labor Occupational Safety and Health Administration (OSHA) website disclosed that MV had 20 complaints, which have all been closed with penalties ranging from \$0 - \$3,000.

News articles reported that from 2004 to 2015, six of MV/Reliant's contracts were terminated early or not renewed due to performance issues; however, our information shows that none of the matters resulted in a finding of material breach of contract, nor were any of the contracts terminated for cause.

Multiple media reports revealed a number of matters alleging employment discrimination, failure to pay required wages, unwarranted termination, negligent bus operators, assaults, accidents, and investigations into potential manipulation of trip records and billing. MV and Reliant advised that the matters either have been resolved or are pending.

In September 2019, an article in the Daily News stated that MV/Reliant provided poor service and charged a comparatively high price. DOE's expenditures on MV/Reliant, as well as MV/Reliant's performance, are commensurate with the scope and scale of their operation.

In light of the industry, MV's position as a national transportation provider and its volume of business, which includes 230 active contracts with an annual valued of approximately \$1.2 billion for 2018, the DOE believes the number and nature of the matters cited are not unusual. Accordingly, MV's responsiveness in addressing such matters and their successful assumption of additional DOE bus routes supports a determination that Reliant is responsible.

**REQUEST FOR AUTHORIZATION TO CONTRACT WITH UNITED ACTIVITIES UNLIMITED, INC. TO PROVIDE EXTENDED SCHOOL DAY AND PREVENTION SERVICES**

Annual / Total Contract Amount	Funding Source	Contract Term	Option	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
Not To Exceed \$141,000	New York State Education Department (NYSED) Extended School Day School Violence Prevention Grant	7/01/18 – 6/30/19	None	Vendor Named in Grant, Per DOE Procurement Policy & Procedures, Section 1-03 (b)	Yes	Full Value	7266

<b>Vendor Name &amp; Address</b>	United Activities Unlimited, Inc. 1000 Richmond Terrace, Building P, 3 <sup>rd</sup> Floor Staten Island, NY 10301
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Toby Reyes Director of Procurement & Operations, Office of Community Schools	Christopher Caruso Senior Executive Director, Office of Community Schools	Kate Park Procurement Analyst, Central Office Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of Community Schools (“OCS”) to contract with United Activities Unlimited, Inc. (“UAU”) to provide services pursuant to New York State Education Department’s (“NYSED”) Extended School Day/School Violence Prevention grant for students at P.S. 21, Margaret P. Emery – Elm Park School (“P.S. 21”) and P.S. 74, Future Leaders Elementary School (“P.S. 74”) both in District 31, Staten Island.

**DISCUSSION**

At P.S. 21 and P.S. 74, UAU provides an extended school day program entitled, “Project SMART”, which is an academically enriching afterschool program that includes student activities focused on Art Literacy and Culture, Education Enhancement, Creative Writing, Science Technology Engineering and Mathematics (“STEM”) and Recreation. Additionally, UAU will provide prevention services designed to develop student skills around healthy goal setting, decision making, effective communication, pro-social bonding, refusing peer pressure, conflict resolution, managing emotions, and media literacy.

This contract is retroactive because of the delay in receiving notification of the grant award and expiration of UAU’s Multiple Task Award Contract no.QR898BX, which was not renewed.

A competitive sealed bid was not conducted for this procurement and a contract for these services is necessary because the DOE included this vendor in a competitive grant application that was approved by NYSED. To have the services provided by another party or for a different amount than stated above would be contrary to the grant award from NYSED. Pricing for the contracted services was established as part of the grant submission and award.

**VENDOR RESPONSIBILITY**

A review of United Activities Unlimited, Inc.’s (UAU) PASSPort submission revealed the following information:

- A fiscal year (FY) 2016 annual audit identified certain deficiencies that were considered to be material weaknesses for UAU. The vendor has taken steps to address these deficiencies.

Additionally, PASSPort revealed the following information from the Department of Youth and Community Development’s (DYCD) responsibility determination (RD):

- A 2012 news article revealed a lawsuit regarding allegations of discrimination from a former employee of UAU. The vendor advised DYCD that the case was mediated out of court in February 2015.

In light of the matter above and the vendor’s overall satisfactory performance on prior DOE work, the vendor is determined responsible.

**REQUEST FOR AUTHORIZATION TO CONTRACT WITH THE ARTS CONNECTION, INC. D/B/A THE ARTSCONNECTION, INC. TO PROVIDE PROFESSIONAL DEVELOPMENT FOR ARTS EDUCATORS IN COMMUNITY SCHOOL DISTRICT 21**

Annual / Total Contract Amount	Funding Source	Contract Term	Option	Options Amount	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$250,500	U.S. Department of Education - Professional Development for Arts Educators (PDAE) Grant	10/1/18 – 9/30/19	None	None	Vendor Named in Grant per DOE Procurement Policy & Procedures Section 1-03(b)	Yes	Full Value	7169

<b>Vendor Name &amp; Address</b>	The Arts Connection, Inc. d/b/a The ArtsConnection, Inc. 520 Eighth Avenue, Suite 321 New York, NY 10018
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Neal Opromalla Deputy Superintendent, Community School District 21	Neal Opromalla Deputy Superintendent, Community School District 21	Natasha Worthen Procurement Analyst, Central Office Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization to contract with The Arts Connection, Inc. d/b/a The ArtsConnection, Inc. (“ArtsConnection”) to provide professional and curriculum development to teachers under Professional Development for Arts Educators (“PDAE”) grant awarded to Community School District 21 (“CSD 21”) in Brooklyn, as well as a collaborative residency program for students.

**DISCUSSION**

The PDAE grant specifically supports the implementation of high-quality model professional development programs for arts educators and other instructional staff in the areas of music, dance, drama, media arts, and visual arts, including folk arts, for students in kindergarten through grade 12 in which 50% or more of the students are from low-income families.

Under the PDAE grant the Digital Developing English Language Literacy Through the Arts (“DELLTA”) program sets out to build a shared knowledge base and increase the capacity of arts, English as a New Learner and humanities educators to collaborate across disciplines in order to improve teaching practice and help middle school English Language Learners (“ELLs”) learn to work and think like artists. Services under this contract will include structured professional development that includes cross-school visits, visual arts coaching, designing and implementation of a Student Collaborative Portfolios, as well as sessions for the students that include art making, formative assessments, development of Student Collaborative Portfolios and presentations of Portfolios and language acquisition for the ELLS.

This contract is retroactive because ArtsConnection’s contract, awarded under Multiple Task Award Contract (“MTAC”) – R0891, Arts Education Services, expired on August 31, 2018. The new contract awarded under MTAC – R1129 was not in place at the start of service thereby necessitating the need for a grant contract to pay for services rendered. Additionally, although the budget originally submitted for services under the grant was estimated at \$252,410, services rendered during Fiscal Year 2019 totaled \$250,500, the total requested in this Request for Authorization.

A competitive sealed bid was not conducted for this procurement and a contract for these services is necessary because the United States Department of Education specifically named this vendor for the amount stated above. To have the services provided by another party would be contrary to the grant. Pricing for the contracted services was established as part of the grant submission and award.

**VENDOR RESPONSIBILITY**

The vendor recommended for award and the principal owners and officers were subject to a background check and have been determined to be responsible.

**REQUEST FOR AUTHORIZATION TO CONTRACT WITH A COMMUNITY BASED ORGANIZATION THAT SUPPORTS SCHOOLS AS PART OF THE EMPIRE STATE AFTER SCHOOL GRANT PROGRAM**

Annual/Total Contract Amount	Funding Source	Contract Term	Option	Procurement Method	Is Contract Retroactive?	Contract Type	CTS/RA No.
\$66,500 / \$266,000	New York State Office of Children and Family Services (OCFS)	9/01/18 – 8/31/22	None	Vendor named in Grant per DOE Procurement Policy & Procedures, Section 1-03(b)	Yes	Full Value	7292

<b>Vendor Name &amp; Address</b>	CAMBA, Inc. 1720 Church Avenue Brooklyn, NY 11226
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Toby Reyes Senior Operations Manager, Office of Community Schools	Christopher Caruso Executive Director, Office of Community Schools	Kate Park Procurement Analyst, Central Office Procurement

**PURPOSE**

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of Community Schools to contract with the above-named Community Based Organization to develop or expand quality after-school programs to students as part of the Empire State After-school Program (“ESAP”) funded by the New York State Office of Children and Family Services (“OCFS”).

**DISCUSSION**

The ESAP sought the submission of proposals for the development or expansion of quality after-school programs in local schools, which offer a broad range of educational, recreational, cultural, and age-appropriate activities in a safe environment. The proposal sought to integrate what happens in the school day with less formal learning experiences, and encourage the active participation of children, youth, and families in the design and delivery of program activities.

The following objectives are met through the ESAP:

- Provide opportunities for academic enrichment, including providing tutorial services to help students, particularly students who attend low-performing schools, to meet the challenging State academic standards;
- Offer students a broad array of additional services, programs, and activities, such as youth development activities, service learning, nutrition and health education, drug and violence prevention programs, counseling programs, arts, music, physical fitness and wellness programs, technology education programs, financial literacy programs, environmental literacy programs, mathematics, science, career and technical programs, internship or apprenticeship programs, and other ties to an in-demand industry sector or occupation for high school students that are designed to reinforce and complement the regular academic program of participating students; and,
- Offer families of students’ opportunities for active and meaningful engagement in their children’s education, including opportunities for literacy and related educational development.

This contract is retroactive due to when DOE received notice of the grant award from OCFS, and the time necessary to review the scope of work and budget details for these services.

A competitive sealed bid was not done for this procurement and contract for these services is necessary because the OCFS grants specifically named this vendor for the amount stated below. To have services provided by another party would be contrary to the grants. Pricing for the contracted services was established as part of the grant submission and awards.

No.	Vendor Name	DOE School Name and Location	Total Annual Contract Amount
1.	CAMBA, Inc.	P.S. 003 – The Bedford Village (13K003) 50 Jefferson Avenue Brooklyn, NY 11216	\$66,500

**VENDOR RESPONSIBILITY**

CAMBA, Inc.’s (CAMBA) PASSPort filing revealed the following information:

- CAMBA, Inc. (CAMBA) received one poor evaluation from the New York City Department of Youth and Community Development (DYCD) for the period ending on June 30, 2016 due to low enrollment and outcome performance regarding the Healthy Families contract. DYCD placed CAMBA on a Corrective Action Plan (CAP), but the agency has advised that the vendor still struggled to meet its projected enrollment and outcomes, which led to CAMBA’s withdrawal from the Healthy Families contract for fiscal year 2018. While DYCD advised that CAMBA will no longer be providing this type of service, the vendor’s current performance on other contracts for DYCD is good. In the past three years PASSPort otherwise reports 32 excellent, 101 good and, 8 satisfactory performance evaluations for CAMBA.

The following information was revealed in the New York City Department of Health and Mental Hygiene’s (DOHMH) responsibility determination (RD):

- In September 2018, an employee from one of CAMBA’s Cornerstone Programs was a subject of a personally “indicated” report of suspected child abuse or maltreatment by the New York State Office of Children and Family Services (OCFS). The employee was placed on voluntary leave in December 2018 and on May 9, 2019, the employee was notified by OCFS, that the “indicated” finding was changed to “unfounded”. However, the employee did not return to work and has been terminated.

The DOE is also aware of the following information:

- In 2015, the Special Commissioner of Investigation for the New York City School District (SCI) found that an individual assigned to a DOE school through CAMBA contacted a 21-year-old female student through a social media website and wrote inappropriate comments to her. SCI made no recommendation regarding the vendor and CAMBA terminated the employment of the individual responsible for this conduct.

In light of the resolution of the matters above and the entirety of the vendor’s performance history, which includes exceptional performance on prior DOE work, the DOE determines the vendor to be responsible.



Panel for Education Policy Meeting October 22<sup>nd</sup>, 2019

Technical Changes – Prior Meetings

September 18, 2019 Item 7: The Request for Authorization to contract with Shine Early Learning, Inc. for Professional Support Services listed the Total Contract Amount as \$439,358.53. Upon further negotiation, the DOE wishes to add \$23,134.00 to the total contract amount. These changes would increase the total amount to \$462,492.53.

July 31, 2019 Item 27: The Request for Authorization to contract with Accenture LLP as part of the Early Learn Integration listed the address for Accenture LLP as 161 N. Street ,Chicago, IL 60601. The vendor’s correct address is 161 N. Clark Street, Chicago, IL 60601.

July 31, 2019 Item 27: The Request for Authorization to contract with providers of Early Childhood Education Services for four-year-olds in the Pre-k for All program listed the cost-per-child rate for Public Prep Charter School Academies (site 84M330) as \$10,914.01 for 20 seats. The correct cost-per-child rate is \$10,914.00. These changes would decrease the Total 2-Year Amount to \$461,560.00

July 31, 2019 Item 16: The Request for Authorization to amend contracts with various Universal Pre-Kindergarten providers listed the enrollment for Seguire Preschool Inc. DBA Small World Preschool. (site RAFV) as 30 seats, and listed the Start Up for Facilities and Permitting as \$12,693.50 . The DOE wishes to add 15 seats at the same cost-per-child rate of \$15,999.00, and wishes to add \$15,000.00 in Start Up for Facilities and Permitting. These changes would increase the total amount to \$759,668.15

July 31, 2019 Item 16: The Request for Authorization to amend contracts with various Universal Pre-Kindergarten providers listed the enrollment for A Castle for Classy Kids Learning Center, Inc.(site KCJH) as 30 seats, and listed the Start-up for Furniture and Materials as \$30,000.00 . The DOE wishes to add 30 seats at the same cost-per-child rate of \$12,769.00, and wishes to add \$30,000.00 in Start-up for Furniture and Materials. These changes would increase the total amount to \$826,140.00

June 19, 2019 Item 12: The Request for Authorization to amend contracts with various Universal Pre-Kindergarten providers listed the enrollment for Little Smarties, Corp. (site RAEP) as 45 seats, and listed the Start-up for Furniture and Materials as \$44,996.00 . The DOE wishes to add 15 seats at the same cost-per-child rate of \$13,158.00, and wishes to add \$19,776.00 in Start-up for Furniture and Materials. These changes would increase the total amount to \$1,643,732.00

June 19, 2019, Item 25: The Request for Authorization to contract with vendors to provide transportation services for pupils who receive general busing and pupils with disabilities who require special busing during the regular school year, starting September 1, 2018 listed a Total Contract Amount of \$1,070,468,965 which is being adjusted to \$994,034,557.00.

The Estimated Vehicle & Attendance Costs – Five-year Term table as listed in the Request for Authorization:

	Vendor Name	Address	ORIGINAL RA AMOUNTS Est. Five-year Total Amount	REVISED RA AMOUNTS Est. Five-year Total Amount
1.	B&F Skilled, Inc.	3100 Cropsey Avenue Brooklyn, NY 11224	\$35,923,923	\$36,584,565
2.	Careful Bus Service, Inc.	5015 Bay Parkway Brooklyn, NY 11230	\$7,580,527	\$7,719,868
3.	First Steps Trans, Inc.	2859 West 37 <sup>th</sup> Street Brooklyn, NY 11224	\$48,610,303	\$36,786,326
4.	GVC LTD	450 Zerega Avenue Bronx, NY 10473	\$92,238,888	\$92,713,418
5.	Leesel Transportation Corp.	939 Garrison Avenue Bronx, NY 10474	\$301,761,473	\$320,616,098
6.	L&M Bus Corp	3167 Atlantic Avenue Brooklyn, NY 11208	\$40,818,665	\$0
7.	Mar-Can Transportation Company, Inc.	318 East Third Street Mt. Vernon, NY 10553	\$187,656,239	\$181,045,891

8.	Phillip Bus Corp	1467 Wolcott Street Brooklyn, NY 11231	\$26,591,856	\$26,511,430
9.	Selby Transportation Corp.	3900 Webster Avenue Bronx, NY 10470	\$648,242	\$118,661
10.	Thomas Buses, Inc.	2859 West 37 <sup>th</sup> Street Brooklyn, NY 11224	\$11,345,548	\$11,738,525
11.	Van Trans, LLC	75 Commercial Street Plainview, NY 11803	\$109,113,604	\$101,486,701
12.	Y & M Transit Corp.	1 Coffey Street Brooklyn, NY 11231	\$208,179,697	\$178,713,074
<b>Total</b>			<b>\$1,070,468,965</b>	<b>\$994,034,557.00</b>

May 30, 2018 Item 38: The Request for Authorization to contract with Century Link Communications LLC for data and telecommunication services listed a Total Contract Amount of \$13,675,840 which is being adjusted to \$9,573,088. In addition, the contract term was previously listed as 5 Years. The correct contract term is 3 Years and 6 months.

The Estimated Annual Costs as listed in the Request for Authorization:

Original RA Amount	Revised RA Amount
Estimated Annual / Total Contract Amounts	Estimated Annual / Total Contract Amounts
Year 1 - \$3,077,440 Year 2 - \$2,649,600 Year 3 - \$2,649,600 Year 4 - \$2,649,600 Year 5 - \$2,649,600	Year 1 (9 months) - \$2,051,376.00 Year 2 - \$2,735,168.00 Year 3 - \$2,735,168.00 Year 4 (9 months) - \$2,051,376.00
Total - \$13,675,840	Total - \$9,573,088.00