

Contracts Agenda for the Meeting of the Panel for Educational Policy - Wednesday, November 16, 2016

Request for Proposals				
Description	Estimated Highest Annual Spending	Estimated Total Spending	Contract Term	Agenda Item
Full Day Universal Prekindergarten Services for four year olds commencing 2015-2016	\$325,860	\$839,484	3 Years	1
WITHDRAWN - Full Day Universal Prekindergarten Services for four year olds commencing 2016-2017 (Educational Continuity)	-	-	-	2
Full Day Universal Prekindergarten Services for four year olds commencing 2016-2017 (Zip Codes)	\$1,124,624	\$3,081,044	3 Years	3
UPK 1/2 Day Services Universal Prekindergarten Services for four year olds commencing 2016-2017	\$404,605.50	\$1,213,816.50	3 Years	4
Vending services for snacks	\$2,350,000	\$13,100,000	6 Years	5

Multiple Task Award Contract Process				
Description	Estimated Highest Annual Spending	Estimated Total Spending	Contract Term	Agenda Item
Arts education in the disciplines of dance, music, theater, visual arts, moving image, and parent engagement (RA23).	\$60,000	\$300,000	5 Years	6
Math professional development services for teachers, leaders, coaches, administrators and support staff (RA13)	\$100,000	\$500,000	5 Years	7
Professional development services in special education (RA10).	\$30,000	\$150,000	5 Years	8

Negotiated Services				
Description	Estimated Highest Annual Spending	Estimated Total Spending	Contract Term	Agenda Item
Academic and leadership development services to the Urban Ambassadors program	\$154,410	\$154,410	2 Months	9
Book Trust - professional development and program implementation of school and home libraries.	\$138,000	\$138,000	10 Months	10
CBOs to support the implementation of a community school approach that includes community school coordination, parent and community engagement, expanded learning and enrichment activities, and mental health services at two of nine schools originally funded through an NYSED grant	\$333,334	\$333,334	1 Year	11
Training and certification rights to the Classroom Assessment Scoring System tool used by the Division of Early Childhood Education	\$159,418	\$393,254	3 Years	12

Amendment				
Description	Estimated Highest Annual Spending	Estimated Total Spending	Contract Term	Agenda Item
COLA adjustments for non-profit related services providers	\$156,419	\$156,419	1 Year	13

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Listing Application Text Books				
Description	Estimated Highest Annual Spending	Estimated Total Spending	Contract Term	Agenda Item
Textbooks and ancillary materials	\$180,000	\$1,260,000	7 Years	14
Textbooks and ancillary materials	\$174,000	\$1,044,000	6 Years	15
Textbooks and ancillary materials	\$170,000	\$1,190,000	7 Years	16
Textbooks and ancillary materials	\$57,000	\$399,000	7 Years	17
Textbooks and ancillary materials	\$77,000	\$539,000	7 Years	18

Listing Application Assessment Materials				
Description	Estimated Highest Annual Spending	Estimated Total Spending	Contract Term	Agenda Item
Assessment materials to public and participating non-public schools.	\$55,000	\$165,000	3 Years	19
Assessment materials to public and participating non-public schools.	\$300,000	\$900,000	3 Years	20

Listing Application Software				
Description	Estimated Highest Annual Spending	Estimated Total Spending	Contract Term	Agenda Item
Algebra Nation software products.	\$700,000	\$4,900,000	7 Years	21

Sec1-03(c) City Council				
Description	Estimated Highest Annual Spending	Estimated Total Spending	Contract Term	Agenda Item
Chess classes for elementary and middle school students attending Title 1 funded schools.	\$431,000	\$431,000	1 Year	22
Committee for Hispanic Children - City Council Dropout Prevention	\$55,000	\$55,000	1 Year	23
YPIS Of Staten Island - City Council Restorative Justice	\$250,000	\$250,000	1 Year	24

Purchases Through Governmental Contracts (other than OGS)				
Description	Estimated Highest Annual Spending	Estimated Total Spending	Contract Term	Agenda Item
Medicaid consulting services	\$1,392,045	\$2,020,075	20 Months	25

Emergency				
Description	Estimated Highest Annual Spending	Estimated Total Spending	Contract Term	Agenda Item
ADD-ON: Emergency procurement of milk products for distribution to the school breakfast and lunch program	\$25,570,879	\$25,570,879	1 Year	26

<u>Technical Changes</u>				
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**REQUEST FOR AUTHORIZATION TO CONTRACT
WITH NEW AGE FAMILY DAY CARE INC. TO PROVIDE FULL-DAY UNIVERSAL
PREKINDERGARTEN (UPK) SERVICES FOR FOUR-YEAR-OLDS (RFP R1067)**

Estimated Annual / Total Contract Amounts	Funding Source	Contract Term	Options	Estimated Option Amount	Procurement Method	Is Contract Retroactive?	Contract Type
\$325,860 / \$839,484	New York State Education Department (NYSED), Tax Levy	Three Years 7/01/15 – 6/30/18	Option to Extend for One 2-Year Period	\$621,924	Request for Proposals (RFP)	Yes	Requirements

Vendor Name & Address	New Age Family Day Care Inc. 546 Jamaica Avenue Brooklyn, NY 11208
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Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Xanthe Jory Executive Director, Expansion Planning Division of Early Childhood	Sophia Pappas Executive Director Division of Early Childhood Education	Angela Edwards Chief Administrator Central Office Procurement

PURPOSE

Authorization is requested on behalf of the Division of Early Childhood Education (DECE) to contract with New Age Family Day Care to provide high-quality instructional programming as part of the Full-Day Universal Prekindergarten (UPK) program.

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. 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 UPK program 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.

Additionally, New York State Education Law provides for a statewide Universal Prekindergarten Program and contracts for these services are necessary. State Regulations require that at least 10 percent of State funding goes to community-based organizations. Currently in New York City, approximately 60 percent of UPK children are served in community-based organizations that contract directly with the DOE. This solicitation was conducted as a modified Request for Proposals (RFP) and not as a Request for Bids (RFB) because these services are administered directly to children and must be evaluated on nine criteria listed in the RFP.

The Committee on Contracts (COC) approved the use of an Innovative Procurement method to release this modified RFP and receive proposals through the City's Health and Human Services (HHS) Accelerator System. The COC approval allowed the DOE to modify the UPK RFP for pre-qualification and delegate the HHS Accelerator Director, a non-DOE employee, with required authority to make prequalification decisions on the DOE's behalf. The intended use of this system is to streamline the receipt and evaluation of proposals in order to expedite the development and registration of contracts pursuant to the RFP.

The HHS Accelerator is essentially a document vault system for data and document exchange during the contract cycle or on an as-needed basis. It allows for a simplified RFP document and significant paper reduction since vendors will be required to submit their proposals and relevant documents through the system. The DOE will have access to vendors' documents, thus reducing the need to request documents separately for each procurement or contract action. Further, use of the HHS Accelerator online system increases speed and accuracy for proposer responsiveness checks.

A modified RFP was released in November 2014, seeking to award eligible early childhood providers who are willing to collaborate with the DOE's Division of Early Childhood Education to implement the UPK Program in New York City districts with a need for more seats than the DOE is able to offer within the New York City public school system. The deadline for proposals was December 19, 2014.

The Division of Early Childhood Education (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 Pre-K aged students in each district and zone, and the number of Pre-K seats available. The RFP requested vendors to submit proposals for any areas within the five boroughs and 32 community school districts.

Contract awards pursuant to this RFP are contingent upon the need of the area, capacity and performance of the provider, and availability of funding. Additionally, demand was also factored into award decisions based on the most up-to-date demand data available at the time of award.

Of the 364 proposals received in HHS Accelerator, 355 were evaluated after removing the duplicates and non-responsive proposals during the responsiveness check. There is one vendors recommended for award of full-day programs at two sites on this Request for Authorization. The remaining sites will propose 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 total days of Pre-K for All services (based on a five-day week), including four days scheduled for professional development per year. Services must be scheduled for a minimum of 31 hours and 40 minutes per week and a minimum of five days per week, Monday through Friday. The program may be scheduled for a maximum of six days per week (Monday through Friday and either Saturday or Sunday), provided that if the program operates six days a week, then the program must satisfy the minimum weekly hours requirement (31 hours, 40 minutes per week) and operate for at least 40 weeks per school year.

The UPK 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 facilities improvements necessary for their required Department of Mental Health and Hygiene permit, other small upgrades, or for furniture and other materials for their new classrooms.

DECE convened evaluation committees comprised of DECE field office UPK 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:

RESPONSE CATEGORY	MAXIMUM POINTS
Organizational Experience and Effectiveness	11
Vision	5
Enrollment/Community Served	5
Instruction	17
Family Engagement	17
Program Management	10
Human Resource and Talent Management	15
Health and Safety	15
Facility	5

All vendors in areas where additional seats are needed who met the minimum qualifications, scored at or above 55 points according to the evaluation criteria listed in the table above, 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.

New Age Family Day Care Inc. (NAFDC) had initially submitted a proposal in response to Request for Proposals (RFP) R1067 designed to provide high-quality early childhood education as part of in District 19 sites KCPU, located at 538 Jamaica Avenue, and KBKX located at 546 Jamaica Avenue. Following its submission of a proposal in May 2015, NAFDC was provisionally approved for award. However, based on the results of a background investigation, NAFDC was designated as a non-responsible vendor due to what DOE believed had been poor performance under prior DOE contracts for the same services and was not awarded a contract for the 2015-2016 school year. NAFDC proceeded to provide full-day UPK services at one of its two proposed sites (Site ID: KCPU) for the 2015-2016 school year nonetheless, and protested the DOE’s finding of non-responsibility in the Supreme Court, Kings County. Said court issued an order in March 2016, finding the non-responsibility decision arbitrary and capricious. The order remanded consideration of NAFDC’s responsibility back to DOE.

The DOE has reviewed NAFDC’s responsibility again and has decided to move forward with awarding NAFDC for its full contractual term, for services performed at the KCPU site retroactively for UPK services rendered beginning in September 2015 for the 2015-2016 school year. Given that the KBKX site did not provide services to children during the first year of its contract, the contract term for that site will be effective starting July 1, 2016 through June 30, 2018.

VENDOR RESPONSIBILITY

Noteworthy information identified for the New Age Family Day Care Inc. (NAFDC). A self-reported VENDEX caution revealed the NAFDC was debarred by the New York State Worker’s Compensation Board (WCB) until April 10, 2016. Debarments by the WCB only apply to public works contracts and would not apply to a contract for universal prekindergarten services, such as this one. Nonetheless, the debarment has expired, the vendor has provided proof of a payment plan for the remaining penalty of \$2,355.67 for disability benefits and the DOE confirmed that NAFDC has current worker’s compensation insurance.

NAFDC disclosed in its April 20, 2016 VENDEX that the NYC Department of Education (“DOE”) had found it non-responsible on June 19, 2015. On July 1, 2015, the vendor protested this decision and on August 5, 2015, the non-responsibility finding was upheld by the protest officer. The vendor then filed an Article 78 proceeding in the Supreme Court, Kings County. On March 16, 2016, the Court annulled the non-responsibility determination and remanded the matter back to the DOE. DOE has re-considered the vendor’s responsibility in light of the Court’s decision, and has now found the vendor to be responsible.

Vendor	Site District	Site ID	Geographic Borough	Site Zip Code	Awarded # of Full-Day Seats	Negotiated Cost per Child for Full-Day Seats	Negotiated Annual Contract Amount for Full-Day Seats	Start-up costs for furniture and materials	Start-up costs for facilities/permits	Highest Annual Amount	Total 3-Year Contract Amount
New Age Family Day Care Inc.	19	KCPU	K	11208	18	\$11,259	\$202,662	\$7,859	-	\$210,521	\$615,845
New Age Family Day Care Inc.	19	KBKX	K	11208	10	\$10,830	\$108,300	\$7,039	-	\$115,339	\$223,639

WITHDRAWN

REQUEST FOR AUTHORIZATION TO CONTRACT WITH PROVIDERS OF EARLY CHILDHOOD EDUCATION SERVICES FOR FOUR-YEAR-OLDS IN THE UNIVERSAL PREKINDERGARTEN (UPK) PROGRAM (RFP R1117)

Estimated Annual / Total Contract Amounts	Funding Source	Contract Term	Options	Estimated Option Amount	Procurement Method	Is Contract Retroactive?	Contract Type
\$1,124,624.00 / \$3,081,044.00	New York State Education Department (NYSED), Tax Levy	Three Years	Options to Extend for Two 1-Year Periods or One 2-Year Period	\$1,956,420.00	Request for Proposals (RFP)	Yes	Requirements

Vendor Names	See table below
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Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Jacqueline Chu Executive Director, Field Operations Division of Early Childhood Education	Sophia Pappas Chief Executive Officer Division of Early Childhood Education	Angela Edwards Chief Administrator Central Office Procurement

PURPOSE

Authorization is requested to contract with the vendors listed in the attached table to provide high-quality instructional programming as part of the Full-Day Universal Prekindergarten (UPK) program.

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. 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 UPK program 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.

Additionally, New York State Education Law provides for a statewide Universal Prekindergarten 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 (RFB) 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 for All, a truly UPK system in New York City that provides every age-appropriate child with free, full-day, high quality pre-K. As such, an RFP was released on December 17, 2015, 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 Pre-K for All program in New York City districts with a need for more publicly-funded, full-day pre-K seats than the DOE is able to offer within the New York City public school system. This RFP is open to providers planning to serve pre-K in any of the New York City zip codes in which the DOE has determined there is high need for pre-K seats. The deadline for proposals was February 3, 2016.

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 Pre-K aged students in each district and zone, and the number of Pre-K seats available.

The RFP requested vendors to submit proposals for sites located in any of the eligible zip-codes listed in the RFP, which are anticipated to have the greatest unmet demand for Pre-K for All seats in 2016-2017. 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 HHS Accelerator, 96 were evaluated after removing non-responsive proposals during the responsiveness checks. There are 2 vendors recommended for award of full-day programs at 2 sites in this Request for Authorization. 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 Pre-K for All 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 for All services each day. Providers may request approval from the 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 Pre-K for All 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:

RESPONSE CATEGORY	MAXIMUM POINTS
Vision & Organizational Capacity	11
Effective School Leadership and Collaborative Teachers	21
Rigorous Instruction	33
Strong Family-Community Ties	24
Supportive Environment	11

All vendors in areas where additional seats are needed who met the minimum qualifications, scored at or above the 55 points, 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 criteria, contract awards were subjected to successful budget negotiations between the DOE and proposers based on 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 UPK 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 facilities improvements necessary for their required Department of Mental Health and Hygiene permit, other small upgrades, or for furniture and other materials for their new classrooms.

VENDOR RESPONSIBILITY

The vendors listed below and their principal owners and officers were subject to a comprehensive background check and no significant adverse information was found. Therefore, all listed vendors have been determined to be responsible.

Vendor	Site District	Site ID	Geographic Borough	Site Zip Code	Awarded # of Full-Day Seats	Negotiated Cost per Child for Full-Day Seats	Negotiated Annual Contract Amount for Full-Day Seats	Start-up costs for furniture and materials	Start-up costs for facilities/permits	Highest Annual Amount	Total 3-Year Contract Amount
Manhattan School House, LLC	2	MBLL	M	10028	36	\$ 11,895.00	\$ 428,220.00	\$ 29,414.00	\$ 72,000.00	\$ 529,634.00	\$ 1,386,074.00
The Greater Ridgewood Youth Council, Inc.	24	QBNS	Q	11385	54	\$ 10,185.00	\$ 549,990.00	\$ 45,000.00	\$ -	\$ 594,990.00	\$ 1,694,970.00

REQUEST FOR AUTHORIZATION TO CONTRACT WITH PROVIDERS OF EARLY CHILDHOOD EDUCATION SERVICES FOR FOUR-YEAR-OLDS IN THE UNIVERSAL PREKINDERGARTEN (UPK) PROGRAM (RFP R1133)

Estimated Annual / Total Contract Amounts	Funding Source	Contract Term	Options	Estimated Option Amount	Procurement Method	Is Contract Retroactive?	Contract Type
\$404,605.50 / \$1,213,816.50	New York State Education Department (NYSED), Tax Levy	Three Years	Options to Extend for Two 1-Year Periods or One 2-Year Period	\$809,211.00	Request for Proposals (RFP)	Yes	Requirements

Vendor Name & Address	See table below.
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Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Jacqueline Chu Executive Director, Field Operations Division of Early Childhood Education	Sophia Pappas Chief Executive Officer Division of Early Childhood Education	Angela Edwards Chief Administrator Central Office Procurement

PURPOSE

Authorization is requested to contract with the vendors listed in the attached table to provide high-quality instructional programming as part of the Half-Day Universal Prekindergarten (UPK) program.

DISCUSSION

In 1997, the New York State Education Department (NYSED) established the Universal Prekindergarten program (UPK). Within the Pre-K for All programs, the DOE offers half-day pre-K programming which entitles eligible four-year-olds to receive 2 hours and 30 minutes of instructional programming for 180 days at no charge to families. The UPK program 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.

Additionally, New York State Education Law provides for a statewide Universal Prekindergarten 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 (RFB) 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 for All, a truly UPK system in New York City that provides every age-appropriate child with free, high quality pre-K. As such, an RFP

was released on March 28, 2016, 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 Pre-K for All program in New York City and provide publicly-funded half-day pre-K seats than the DOE is able to offer within the New York City public school system. This RFP is open to providers planning to serve pre-K in New York City in which the DOE has determined there is high need for half-day pre-K seats. The deadline for proposals was May 6, 2016.

Contract awards pursuant to this RFP are contingent upon site viability, organizational capacity, performance of the provider, and availability of funding.

Eighty six (86) proposals were received in HHS Accelerator and evaluated after conducting responsiveness checks. There are 3 vendors recommended for award of half-day programs at 3 sites on this Request for Authorization. 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 half-day Pre-K for All 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 two (2) hours and thirty (30) minutes of Pre-K for All services each day.

DECE convened evaluation committees comprised of DECE field office Pre-K for All 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:

RESPONSE CATEGORY	MAXIMUM POINTS
Vision & Organizational Capacity	11
Effective School Leadership and Collaborative Teachers	21
Rigorous Instruction	33
Strong Family-Community Ties	24
Supportive Environment	11

All vendors in areas where additional seats are needed who met the minimum qualifications, scored at or above the 55 points, proposed a viable site, and presented fair and reasonable prices were considered eligible for award. To ensure a fair allocation of half-day seats and with the goal of maintaining the current size of the half-day pre-K system, a citywide cap was applied. In the initial determination of award, sites were awarded no more than 36 seats; however for sites that are currently serving half-day, there was an opportunity to offer the number of seats currently served at the site. In order to ensure half-day seats are distributed throughout the system, awards were made using the tests of quality and viability while also considering the goal of maintaining the number of half-day seats established as the citywide cap.

While price is not an evaluation criteria, contract awards were subjected to successful budget negotiations between the DOE and proposers based on fair and reasonable price per student. DECE negotiated budgets, inclusive of the cost-per-child 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. Half-day proposers are not eligible to apply for any start-up funding.

VENDOR RESPONSIBILITY

The vendors listed below and their principal owners and officers were subject to a comprehensive background check and no significant adverse information was found. Therefore, all listed vendors have been determined to be responsible.

Vendor	Site District	Site ID	Geographic Borough	Site Zip Code	Awarded # of 1/2 Day Seats	Negotiated Cost per Child for 1/2 Day Seats	Negotiated Annual Contract Amount for 1/2 Day Seats	Start-up costs for furniture and materials	Start-up costs for facilities / permits	Highest Annual Amount	Total 3-Year Contract Amount
ABC Kiddieland, Inc.	30	QBBL	Q	11377	36	\$ 3,910.00	\$ 140,760.00	\$ -	\$ -	\$ 140,760.00	\$ 422,280.00
Bedford Stuyvesant Early Childhood Development Center, Inc.	13	KBNK	K	11216	30	\$ 4,006.85	\$ 120,205.50	\$ -	\$ -	\$ 120,205.50	\$ 360,616.50
Precious Moments Day Care Center, Inc.	24	QBOQ	Q	11378	36	\$ 3,990.00	\$ 143,640.00	\$ -	\$ -	\$ 143,640.00	\$ 430,920.00

REQUEST FOR AUTHORIZATION TO CONTRACT WITH ANSWER VENDING, INC. TO PROVIDE REVENUE GENERATING VENDING AND SPONSORSHIP PROGRAM FOR SNACKS

Estimated Revenue Highest Annual / Total Contract	Funding Source	Contract Term	Options	Estimated Revenue Option Amounts	Procurement Method	Is Contract Retroactive?	Contract Type
<u>Commissions/ Sponsorships</u> \$2,350,000/ \$13,100,000	Not applicable because this is revenue	Six Years	Two 1-Year Options to Extend	<u>Commissions/ Sponsorships</u> <u>Year 1:</u> \$2,375,000 <u>Year 2:</u> \$2,425,000	Request for Proposals (RFP)	No	Revenue

Vendor Name & Address	Answer Vending, Inc. 118 Allen Boulevard Farmingdale, New York 11735
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Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Janice Zapinsky Contracts Management Unit Office of Student Support Services	Lisa D'Amato, Director Contracts Management Unit Office of Student Support Services	Sande Pisik Procurement Analyst

PURPOSE

Authorization is requested to contract with Answer Vending, Inc. to provide exclusive revenue-generating snack vending services to DOE school locations as well as sponsorship of DOE sports, physical education and wellness programs administered by the Public Schools Athletic League (PSAL) and the Office of School Wellness Programs (OSWP). Administrative and teachers' lounge locations are included on a non-exclusive basis. There will be no cost to the DOE as this will be a revenue generating agreement.

DISCUSSION

Vending programs are a key component of the DOE's health and wellness initiatives and Answer Vending will play an integral role in combating childhood obesity through management of snack vending machines that offer healthy options and through support of DOE sports, physical education and wellness programs. The proposed contract will generate revenue for individual schools through sales commissions, and PSAL and OSWP receive revenue through sponsorship commitments. The program is managed by OSSS with the assistance of The Public Private Network (PPN). PPN also provided advice during the procurement process.

The program required that Answer conform to healthy snack nutritional guidelines issued by the DOE and follow all relevant Chancellors' regulations for vending and food service. There will be no snack machines in elementary schools for students, and those placed in middle and high schools will be timed to turn off when school meals are being served, with the exception of a small subset of refrigerated vending machines that are part of a pilot program selling fresh fruit

and vegetables. The awarded vendor also has non-exclusive rights to supply reduced priced product to school stores and any other organizations interested in selling approved snacks and beverages on school premises during and after the school day (until 6:00 PM). Schools will not get commissions on products sold in school stores. Answer will also supply Administrative and teachers' lounge locations on a non-exclusive basis and schools earn commission on these sales.

The RFP was issued in November, 2015 and advertised in the City Record and the DOE website. Notifications were also sent to a list of companies in the vending and food and beverage industries as well as vendors on the DOE food related bidder's lists. A pre-proposal meeting was attended by about 25 vendors.

The RFP included both beverage and snack programs/services. Vendors could respond to any or all of the following:

1. Beverage Vending and Sponsorships
2. Snack Vending and Sponsorships
3. Beverage and Snack Vending and Sponsorships

This RA discusses only the Snack component. The beverage component will be covered in a separate RA.

A three member evaluation committee was drawn from the Office of School Support Services (OSSS), including two are from the Office of School Food (OSF) and one from PSAL. The proposals were evaluated based on the following criteria: Organizational Capacity & Demonstrated Effectiveness (26 points), Program Plan (20 points), and Marketing Plan (15 points). Vendors' Financial Commitment was evaluated based on a formula with a possible 39 points.

Three proposals were received for snack vending, all of which met the minimum qualifications but one of these vendors, Global Vending, was eliminated from further consideration after initial presentations because the committee determined that the company could not meet the RFP's operational and revenue guarantee requirements. The Committee ultimately recommended awarding the contract to Answer Vending based on the higher revenue Answer offers, their extensive experience in providing vending services in the New York area, and their satisfactory performance as a current vendor with the DOE. The Committee felt that Answer provided a good work plan for further implementation of the program with adequate staffing to service the schools. Answer has been proactive in finding new snack products and even developing products of their own through manufacturing partnerships that have helped to build a list of over 100 snacks that adhere to the strict nutrition guidelines the DOE imposed when the snack vending program began in 2010. Despite price increases to some products in their proposal, most of the product selections in student machines will be priced at \$1.00 to \$1.25.

Answer is adding an additional level of transparency in their reporting system, Streamware, which will allow the DOE to view and track machine sales data and generate reports on demand. Sales can be identified globally (e.g. by borough, by type of snack) and by machine location and/or specific product. This allows the vendor and the DOE to adjust product offerings to maximize sales, and allows the DOE to audit sales on a "real time" basis to ensure the correct revenues. The technology will also report any vending issues with the machines to the Answer office so that they can be fixed quickly. A new screen added to the front of snack machines will enhance student/faculty interaction with the machines by providing nutritional information before the product vends. This screen will also have the ability to run DOE approved

promotions and advertising for specific products. If the DOE decides to implement these features, they can be another source of revenue.

While a fresh fruit and vegetable program is still in its pilot stages, Answer has shown their support by finding ways to expand the program and vend fresh products without spoilage between machine restocking. Their proposal included a sponsorship financial commitment from NY State Apple Growers, an indication of their continued interest in supporting this program. Answer is also offering schools a free website program that schools can utilize to build fundraising campaigns for various school needs.

Financial Commitments

Initial Proposals

Proposer	Commission Rate	Guaranteed Commission (5 Years)	Guaranteed Sponsorship (5 Years)	Guaranteed Total Revenue (5 Years)
CC Vending	23%*	\$5,375,000	\$1,750,000	\$7,125,000
Answer Vending	35% snack/10% fresh fruit	\$8,950,000	\$1,575,000	\$10,525,000
Global Vending	39%	\$8,500,000	\$1,500,000	\$10,000,000

*CC Vending initially offered an effective rate of 23% and 30% commission rate once sales exceeded a certain threshold level each year ranging from \$4.1M to \$5.4M per year. Financial evaluation was done on 23% commission rate.

BAFO

Proposer	Commission Rate	Guaranteed Commission (5 Years)	Guaranteed Sponsorship (5 Years)	Guaranteed Total Revenue (5 Years)
CC Vending	32%	\$4,100,000	\$2,250,000	\$6,350,000
Answer Vending	35% snack/10% fresh fruit	\$8,400,000	\$2,350,000*	\$10,750,000

*NYS Apple Growers contribute \$10,000 for first year and will re-evaluate subsequent years. Any consideration beyond the first year is not included.

Answer’s BAFO of \$10.75M included guaranteed revenues of \$8.4M for commission which was based on a rate of 35% of sales (excluding products sold in school stores) and a fixed amount of \$2.35M for sponsorship. It was also based on five years rather than the six year base term because the RFP allowed for a 6 month ramp-up and a 6 month ramp-down period during which financial guarantees weren’t required. Negotiations led to an increase of 21.4% in commission (\$1.8M) from \$8.4M to \$10.2M and an increase in sponsorship of 23.4% (\$550K) from \$2.35M to \$2.9M, resulting in total revenue of \$13.1M over the six year base term. Additionally, while the commission (\$3.6M) remained the same for the 2-one year options, the sponsorship increased by \$150K from \$1.05M to \$1.2M resulting in total revenues of \$4.8M for the option years. The annual sponsorship payments ranged from approximately 41.5% to 136% higher than the prior contract and in total (including the 2-one year options) is 93% higher.

The commission rate of 35% reflects a 6.1% increase over the rate of 33% under the prior contract. The commission rate for the continuing pilot program was reduced to 10% due to higher cost associated with spoilage, as well as to allow for lower prices in order to encourage sales. The pilot accounts for approximately no more than 5% of the total revenue.

Moreover, in order to create a new revenue stream, at the DOE's behest, Answer is exploring the sale of digital advertising on the new vending machines' interactive screens. Advertisements will have to be pre-approved by the DOE and the DOE will receive 40% of the total fees paid by advertisers. Though this has the potential to generate significant revenue, it would be difficult to calculate an estimate at this time.

Accordingly, Answer Vending's pricing has been determined to be fair and reasonable.

Answer's Renegotiated Annual Guarantees (6 Years)

<u>Year</u>	<u>Commission</u>	<u>Sponsorship</u>	<u>Total</u>
1	\$1,650,000	\$375,000*	\$2,025,000
2	\$1,650,000	\$450,000	\$2,100,000
3	\$1,650,000	\$475,000	\$2,125,000
4	\$1,700,000	\$525,000	\$2,225,000
5	\$1,750,000	\$525,000	\$2,275,000
6	\$1,800,000	\$550,000	\$2,350,000
Total 6 Year	\$10,200,000	\$2,900,000	\$13,100,000
Option 1	\$1,800,000	\$575,000	\$2,375,000
Option 2	\$1,800,000	\$625,000	\$2,425,000
Total Option Years	\$3,600,000	\$1,200,000	\$4,800,000
<u>Total Including Options</u>	\$13,800,000	\$4,100,000	\$17,900,000

*Includes \$10K from NYS Apple Growers for first year.

A contract for these services is necessary because the DOE does not have the personnel or expertise to perform them.

An RFP was the preferred method of procurement because service providers are required to have extensive experience in vending services. Vendors' ability to meet these requirements and their capacity to render these services effectively must be qualitatively evaluated.

Answer Vending, the current snack vendor is performing these services satisfactorily per the OSSS.

VENDOR RESPONSIBILITY

Answer Vending Inc. and its principal owners and officers were subject to a full comprehensive background check and no significant adverse information was found. Therefore, the vendor has been determined to be responsible.

REQUEST FOR AUTHORIZATION (RA#23) FOR ARTS EDUCATION SERVICES (MTAC R0891)

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$60,000 / \$300,000	Various	Five Years	None	Multiple Task Award Contract (MTAC)	No	Requirements

Vendor Names & Addresses	Component(s)*	Estimated Annual / Total Amount
Lotus Fine Arts Productions, Inc. 262 West 38 th Street #1006 New York, NY 10018	1-Dance 2-Music	\$30,000 / \$150,000
Spanish Theatre Repertory Company, Ltd. / Repertorio Español 138 East 27 th Street New York, NY 10016	3-Theater 6-Parent Engagement	\$30,000 / \$150,000

Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Paul King Executive Director Office of Arts & Special Projects	Morayo Tracey Oyemade Deputy Senior Executive Director Finance & Procurements Division of Teaching and Learning	Aldrina Hazell Procurement Analyst Instructional Service Procurement

PURPOSE

Authorization is requested on behalf of the Office of Arts and Special Projects (OASP) to contract with the vendors named below to provide Arts Education Services. The awarded vendors will offer direct services to students in various disciplines. Service 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 will deliver services that support and advance teaching and learning by building on the *Blueprint for Teaching & Learning in the Arts* and the New York State Learning Standards (NYSL) for the Arts. 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: Arts Making; Literacy in the Arts; Making Connections; Community and Cultural Resources; and Careers and Life-long Learning. Services provided by awarded vendors will incorporate the guidelines established in the *Blueprint* while enhancing studies in other areas.

Proposals were distributed to an evaluation committee that included Arts Coordinators and Directors from OASP, all of whom are knowledgeable about the *Blueprint* and the NYSL for the Arts. They have participated in developing the *Blueprint*, are currently implementing arts programming, and possess years of experience within the 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.

Contract award has previously been made to 117 proposers and two are recommended in this RA.

Lotus Fine Arts Productions’ professional artists are internationally known and well versed in dance and music traditions of their countries. Storytelling, songs, customs and history are incorporated into residencies, after-school programs, and assemblies. Dance and music styles from Japan,

Spain, Africa, the Middle East, Korea, Philippines, India, and Native America are featured for grades 3-12.

Spanish Theatre Repertory / Repertorio Español's workshops are taught in English and/or Spanish and offered to grades 3-12. Acting techniques, theatre terminology, areas of the stage, improvisation, vocal and physical demonstration, storytelling, writing, and scenes performed based on classroom studies are a few of the areas students will study. Parents/guardians observe students in action, then work with them in a theatre exercise to better understand and experience the use of theatre in the classroom.

The negotiated average hourly rates of \$157 for Lotus Fine Arts Productions and \$183 for Spanish Theatre Repertory / Repertorio Español has been determined fair and reasonable based on comparison with hourly rates for similar services provided by vendors contracted under this solicitation.

Lotus Fine Arts Production's estimated annual contract amount is based on expenditures under a previous contract for similar services. The estimated annual contract amount for Spanish Theatre Repertory / Repertorio Español is based on the minimum amount for new vendors in Arts Education Services requirements contracts of \$30,000.

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 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.

As a part of the MTAC process, all service requests over \$25,000 must go through a competitive process for procurement of services. Users will be required to create a scope of services and conduct a mini-solicitation process among the awarded vendors in their component areas. Vendors will be required to provide a statement of work and pricing based on their contracted services, which will be evaluated and scored by the user. Upon completion of this mini-solicitation process, schools will be able to secure services via a purchase order. This process is to ensure competition among the large number of vendors, who have been awarded contracts as a result of this procurement. Future RAs for these services will be submitted in batches as new providers are presented for award of contracts.

VENDOR RESPONSIBILITY

A background check on Lotus Fine Arts Productions, Inc. and Spanish Theatre Repertory Company, Ltd. / Repertorio Español, including VENDEX, VCIP, the System for Award Management, Uniform Commercial Code, Workers Compensation Board, the New York State Department of Labor, OSHA, and the New York State Charities Registry, found no significant adverse information. Both vendors have therefore been determined to be responsible.

***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.

**REQUEST FOR AUTHORIZATION (RA#13) FOR MATH-RELATED SERVICES
AND PROFESSIONAL DEVELOPMENT (MTAC R1026)**

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$100,000 / \$500,000	Tax Levy & Reimbursable Funds	Five Years	None	Multiple Task Award Contract (MTAC)	No	Requirements

Vendor's Name & Address	Component(s)
Legacy Pathways, LLC 3122 Fenton Avenue Bronx, NY 10469	1

Contract Manager	Lead Contract Manager	Division of Contracts & Purchasing Contact
Jessica Kaplan Deputy Executive Director Office of Curriculum, Instruction & Professional Learning Division of Teaching and Learning	Morayo Tracey Oyemade Deputy Senior Executive Director Finance and Procurements Division of Teaching and Learning	Bryan E. Hester Procurement Analyst Instructional Service Procurement

PURPOSE

Authorization is requested on behalf of the Division of Teaching and Learning to contract with Legacy Pathways, LLC to provide systemwide mathematics-related professional development services. These services will be provided at the discretion of participating schools, central offices operating on behalf of schools, or consortiums of schools.

DISCUSSION

To help ensure that its students achieve the higher standards in mathematics that adoption of Common Core Learning Standards (CCLS) requires, the DOE must acquire professional development services for its teachers, leaders, coaches, administrators, and support staff. These services will increase math content and pedagogical knowledge, support the implementation of CCLS, and align resources to improve student achievement. These services will also support schools and learning communities as they plan and conduct effective instruction and professional development in math.

Vendors will provide high-quality, needs-based, and CCLS-aligned professional development and support instruction for teachers and other staff covering prekindergarten through 12th grade. Services will focus on math content, pedagogy, Citywide core curriculum programs, cognitive development, research, and best practices, and will include institutes, workshops, seminars, coursework, conferences, walk-throughs, and inter-visitations.

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 components: 1) Mathematics Professional Development and 2) Mathematics Consultants/Coaches.

Proposals were evaluated by a minimum of three evaluators. The evaluation committees included a principal, a teacher, senior instructional coaches, achievement coaches, and program directors. 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-one vendors were recommended for contract awards under 12 previous RAs and one is recommended here.

Legacy Pathways offers comprehensive, research-based K-12 professional development programs that build teacher capacity and close the achievement gap in mathematics. Services are delivered on-site via workshops and planning and feedback sessions. They are designed to provide authentic, hands-on learning experiences that improve teacher content knowledge and instructional effectiveness. Legacy Pathways stresses strategic planning by teachers and administrators to build and sustain professional learning communities that foster increased student achievement. The vendor's programs integrate local, state, and national mathematics standards, frameworks, and assessment data to address all students' needs, including those with disabilities, English Language Learners, and those performing below grade level.

Legacy Pathways' average program hourly rate was negotiated from \$129 to \$84 for a 35 percent price improvement. Pricing was determined to be fair and reasonable based on a comparison of rates for like services by vendors contracted under this solicitation.

Legacy Pathways' estimated annual amount was derived from expenditures for similar services under a prior contract.

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.

As a part of the MTAC process, all service requests over \$25,000 must go through a competitive process for procurement of services. Users will be required to create a scope of services and conduct a mini-solicitation process among the awarded vendors in their component areas. Vendors will be required to provide a statement of work and pricing based on their contracted services, which will be evaluated and scored by the user. Upon completion of this mini-solicitation process, schools will be able to secure services via purchase order. This process ensures competition among the large number of vendors who have been awarded contracts as a result of this procurement. Future RAs for these services will be submitted in batches as new providers are presented for award of contracts.

VENDOR RESPONSIBILITY

A background check including VENDEX, VCIP, the System for Award Management, Uniform Commercial Code, Workers Compensation Board, the NYS Department of Labor, OSHA, and the NYS Charities Registry found no significant adverse information. Therefore, Legacy Pathways, LLC has been determined responsible to provide approved services.

**REQUEST FOR AUTHORIZATION (RA#10) FOR SPECIAL EDUCATION
PROFESSIONAL DEVELOPMENT SERVICES (MTAC R0915)**

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$30,000 / \$150,000	Various	Five Years	None	Multiple Task Award Contract (MTAC)	No	Requirements

Vendor Name & Address	Component
Adaptive Design Association, Inc. 313 West 36 th Street New York, NY 10018	7

Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Ron Eisenberg Administrative Education Officer Division of Specialized Instruction and Student Support	Venus Devnani Executive Director of Operations Division of Specialized Instruction and Student Support	Albert Hu Procurement Analyst Instructional Service Procurement

PURPOSE

Authorization is requested on behalf of the Division of Specialized Instruction and Student Support to contract with Adaptive Design Association, Inc. (ADA) to provide special education professional development services. This contract will be used to provide 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 have allowed educators to serve a wider range of students in general education settings than previously.

The services sought through this Multiple Task Award Contract (MTAC) solicitation include professional development, coaching, and parent training organized into 12 components: 1) Least Restrictive Environment; 2) Integrated Co-Teaching; 3) Low Incidence Disabilities; 4) Bilingual Special Education; 5) Differentiated Learning; 6) Special Education Legislation and Regulation; 7) Assistive Technology; 8) Behavior Management; 9) Universal Design for Learning; 10) Response to Intervention; 11) Assessment; and 12) Autism.

Services will be provided at the discretion of participating schools or central offices operating on behalf of a school or consortium of schools.

Proposals were distributed to an evaluation committee that included a senior instructional specialist, a former special education teacher, and a project director from the Division of Specialized Instruction and Student Support. To ensure 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 scored based on the following criteria: program plan (35 points),

organizational capacity (20 points), pricing (20 points), and demonstrated effectiveness (25 points). Successful vendors were required to achieve a minimum score of 80 points.

Nineteen vendors were recommended for contract awards under previous RAs 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.

ADA provides professional development opportunities to teachers, therapists, administrators, paraprofessionals, and parents. In-school adaptive design workshop topics range from basic awareness to advanced fabrication skills and focus on student assessment, design of child-specific devices, and writing justifications for equipment on students' individual education plans (IEPs). Learning outcomes for professional development activities include strengthened commitment to inclusive classrooms, belief in high academic potential, expectations of capacity over assumptions of limitation, and willingness to request and ensure that students receive any adaptation they need to participate fully in all school-based activities. ADA is also an approved provider of Continuing Education Units (CEUs) by the American Occupational Therapy Association (AOTA) and the New York Physical Therapy Association (NYPTA).

ADA's average hourly pricing was negotiated from \$110 per hour to \$86 per hour for a 22 percent price improvement. Pricing has been 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 amount for ADA is based on the minimum amount for new vendors in Special Education Professional Development requirements contracts of \$30,000.

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 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.

As a part of the MTAC process, all service requests over \$25,000 must go through a competitive process for procurement of services. Users will be required to create a scope of services and conduct a mini-solicitation process among the awarded vendors in their component areas. Vendors will be required to provide a statement of work and pricing based on their contracted services, which will be evaluated and scored by the user. Upon completion of this mini-solicitation process, schools will be able to secure services via purchase order. This process is to ensure competition among the large number of vendors who have been awarded contracts as a result of this procurement. Future RAs for these services will be submitted in batches as new providers are presented for award of contracts.

VENDOR RESPONSIBILITY

A background check including VENDEX, VCIP, the System for Award Management, Uniform Commercial Code, Workers Compensation Board, the New York State Department of Labor, OSHA, and the New York State Charities Registry found no significant adverse information. Therefore, ADA has been determined responsible to provide approved services.

**REQUEST FOR AUTHORIZATION TO CONTRACT WITH HIP HOP 4 LIFE, INC.
FOR ACADEMIC AND LEADERSHIP DEVELOPMENT SERVICES**

Estimated Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$154,410	Tax Levy	Two Months (7/1/16 – 8/31/16)	None	Negotiated Service	No	Full Value

Vendor Name & Address	Hip Hop 4 Life, Inc. 225 West 35 th Street, Suite 301 New York, NY 10001
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Contract Manager / Lead Contracting Officer	Division of Contracts and Purchasing Contact
Jessica Salazar Director of Finance & Administration Office of Equity & Access	Denesia Stroom-Blair Lead Procurement Analyst Central Office Procurement

PURPOSE

Authorization is requested on behalf of the Office of Equity and Access to contract with Hip Hop 4 Life, Inc. (HH4L) to pay for academic and leadership development services provided through the Urban Ambassadors (UA) program, during the summer of 2016.

DISCUSSION

The UA program was developed in 2012 by Hip Hop 4 Life in collaboration with the DOE's Office of Equity and Access to increase the number of traditionally underserved young men matriculating into selected colleges and universities. The program demonstrates the importance of including student leadership, academic achievement, and parental involvement to support young men of color as they overcome significant obstacles and prepare for college and success.

Each year, students are recruited, selected, and enrolled in a year-round program that encompasses academic enrichment; experiential outings; college tours; socio-emotional, character and leadership skill-building; gender-based bonding; and positive adult role-modeling and mentoring. A previous contract with HH4L expired in April 2016, however, due to changes in personnel both within the Office of Equity and Access and the vendor, services continued before it was realized that proper steps towards a successor contract had not yet occurred. So as to provide continuity to the one hundred young men already participating in HH4L's program, the summer program was allowed to continue.

The total program cost for the summer program is \$154,410. Hip Hop 4 Life's proposed hourly rate of \$98 (or \$196 for each two-hour session) is the same as their approved rate under the Multiple Task Award Contract (MTAC) for Student Support Services and within the range of approved prices for other vendors providing comparable services. On this basis, pricing has been determined to be fair and reasonable.

On August 4, 2016, the Committee on Contracts approved a request to contract with Hip Hop 4 Life. The vendor is currently working with DOE to put a contract in place via a MTAC, which will be used should the program office choose to move forward with these services in the future.

VENDOR RESPONSIBILITY

A background check review of Hip Hop 4 Life performed by the New York City Department of Education, which include various DOE files, VENDEX and Federal and State databases found no significant adverse information. The vendor has therefore been determined to be responsible.

**REQUEST FOR AUTHORIZATION TO CONTRACT WITH BOOK TRUST
FOR PROFESSIONAL DEVELOPMENT AND SCHOOL AND HOME LIBRARY PROGRAM
IMPLEMENTATION SERVICES**

Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$138,000	Tax Levy	10 Months (9/01/16 – 6/30/17)	None	Negotiated Service	Yes	Full Value

Vendor Name & Address	Book Trust 789 Sherman Street, Suite 300a Denver, CO 80203-3531
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Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Daphne Franklin Director of Operations Office of Renewal Schools	Jessica Salazar Director of Finance & Administration Office of Equity & Access	Denesia Stroom-Blair Lead Procurement Analyst Central Office Procurement

PURPOSE

Authorization is requested on behalf of the Office of Renewal Schools to contract with Book Trust for school and home library program implementation and related professional development at Renewal Schools.

DISCUSSION

Book Trust is a non-profit organization that provides the opportunity for students to receive books each month without cost, targeting low income families unable to otherwise afford books offered for sale through traditional book fairs hosted at schools. Partnering with the Fund for the City of New York and the DOE, Book Trust has established monthly allowances for participating students, who can choose their own free books from the Scholastic Reading Club. The proposed contract would provide these services to students attending DOE Renewal and Receivership Schools.

The DOE will pay \$138,000 over the course of the school year, serving about 4,700 eligible students with approximately 49,000 books. The DOE’s expenditures represent about 40% of the cost of these books to Book Trust. Book Trust and the Fund for the City of New York will cover the remainder of these costs. Book Trust and the Fund will also provide professional development and implementation services valued at \$164,500 for free.

Books will be provided to selected students through the Scholastic Reading Club at no cost to them, with participants receiving a monthly stipend of \$7 to purchase about three books per month for the duration of the contract. Participating teachers will receive bonus points and purchasing rewards from Scholastic, allowing them to access additional resources for their classroom libraries. There is no relationship between Book Trust and Scholastic, Inc. other than the administration of this program.

Book Trust has also agreed that:

- if book budget funds are drawn down at a rate that is projected to leave an outstanding balance at the end of the contract period, students’ monthly stipends will be increased to a

value above \$7 during the program's final three months until the full \$305,500 book budget is expended; and

- all book budget funds remaining unspent at the end of the school year will be refunded, with the refund to be split proportionality among the three funding streams (35% to Book Trust, 35% to the Fund for the City of New York, 29% to the DOE).

Accordingly, pricing has been determined to be fair and reasonable.

SCOPE OF WORK AND BUDGET FOR 2016-2017

PROGRAM COMPONENT	FUNDING SOURCE		PROGRAM COMPONENT VALUE
	DOE	BOOK TRUST & FUND FOR CITY OF NY	
Books	\$138,000	\$167,500	\$305,500
Professional Development	\$0	\$ 75,200	\$ 75,200
Program Implementation	\$0	\$ 89,300	\$ 89,300
TOTAL EXPENDITURES	\$138,000	\$332,000	\$470,000

This contract is retroactive because Book Trust had to confirm that they had received the funding required to cover its contribution to the program. This delayed the submission of the work plan and budget to the program office.

On September 29, 2016, the Committee on Contracts approved a request to contract with Book Trust.

VENDOR RESPONSIBILITY

A review of the Book Trust's background in the DOE's files and the VENDEX system found no significant adverse information. The vendor has therefore been determined to be responsible.

**REQUEST FOR AUTHORIZATION FOR A NEGOTIATED SERVICE WITH
COMMUNITY BASED ORGANIZATIONS FOR SUPPORT SERVICES IN
COMMUNITY SCHOOLS**

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
Not to Exceed \$333,334	Tax Levy	One Year (7/01/16 – 6/30/17)	None	Negotiated Service	Yes	Full Value

Vendor Names & Addresses	DOE School Location	Total Contract Amount
Urban Arts Partnership 21 Howard Street New York, NY 10013	18K569 5800 Tilden Avenue Brooklyn, NY 11203	\$166,667
The Children’s Aid Society 711 Third Avenue, Suite 700 New York, NY 10017	12X682 1021 Jennings Street Bronx, NY 10460	\$166,667

Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Christopher Caruso Executive Director Office of Community Schools Division of School Support	Christopher Caruso Executive Director Office of Community Schools Division of School Support	Bryan E. Hester Procurement Analyst Instructional Services Procurement

PURPOSE

Authorization is requested on behalf of the Office of Community Schools to contract with the above-named Community Based Organizations (CBOs) to continue providing support services at two of nine community schools. Funding will be provided by the Office of Community Schools central budget.

DISCUSSION

In 2013, the New York State Education Department (NYSED) released a Request for Proposals (RFP) as part of the Community Schools Grant Initiative (CSGI) to award competitive grants “to eligible school districts for plans that target school buildings as community hubs to deliver co-located or school-linked academic, health, mental health, nutrition, counseling, legal, and/or other services to students and their families aimed at improving educational and other outcomes.” These CSGI grants provided for a three-year term ending on June 30, 2016. As NYSED will not renew these grants, new contracts are needed to avoid disruptions in critical services.

The proposed contracts will continue existing school/CBO partnerships at each of nine currently participating schools, six of which were presented in a previous RA, two are presented here, and one will be presented in a future RA.

CBOs previously awarded pursuant to a 2013 NYSED Request for Proposals (RFP) using Community Schools Grant funding provided services at specific participating schools and awardees were selected using New York State procurement policies.

Proposals were evaluated by a minimum of two reviewers and scored based on school and community need (15 points); program design, organization, and implementation (35 points); partnership strategies (25 points); program evaluation and goals fulfillment (10 points); and budget and sustainability (15 points). Successful vendors were required to achieve a minimum average score of 65 points to be considered for funding. Proposals were ranked in order of final average score from highest to lowest. Awards were made to the highest-ranking fundable applications until all funds were expended. In the event of tie scores, proposals with the highest score on the program design, organization, and implementation plan section were ranked higher. Budgets were vetted for information about the categories of expenditures and general information on allowable costs, applicable cost principles, and administrative regulations via the Fiscal Guidelines for Federal and State Grants.

All of the agreements covered here are Full Value contracts; their expenditures are therefore not to exceed the contract amounts specified.

In analyzing pricing from these two vendors it is important to note that they had been funded through a NYSED Community Schools Initiative Grant and will now be funded by tax levy dollars through the DOE's Office of Community Schools. Each of these vendors has an identical contract amount not to exceed \$166,667 per school site.

The cost and price analysis was based on the labor portion of their budgets, which form 74 to 91 percent of their budget allocations. Where applicable, labor expenses also include the cost of subcontractors providing direct services through the prime vendor. Weighted labor hourly rates vary from \$21 to \$49 per hour, which fall within the range of hourly rates for comparable services under the Student Support Services MTAC. Accordingly, pricing has determined to be fair and reasonable.

The estimated annual contract amount for these vendors, which is not to exceed \$166,667 per school, was derived from the analysis of necessary components to reach the core elements of a community school outlined in the April 2015 OCS Strategic Plan and the original NYSED grant annual amount.

These vendors have broad experience in serving the needs of schools, including the delivery of supplemental education services, expanded learning opportunities, positive youth development, family engagement, and mental health services.

These contracts are retroactive because there was insufficient time to prepare a new RFP without incurring a disruption in these services.

The Committee on Contracts approved the request for these contracts based on continuity of services.

VENDOR RESPONSIBILITY

Background checks of Urban Arts Partnership, including VENDEX, VCIP, the System for Award Management, Uniform Commercial Code, Workers Compensation Board, the New York State Department of Labor, OSHA, and the New York State Charities Registry, found no significant adverse information. Urban Arts Partnership has therefore been determined to be responsible.

Noteworthy information identified for The Children's Aid Society (CAS)

A self-reported VENDEX caution discloses that CAS received a subpoena requesting documents pertaining to all persons/families receiving homemaker services from a former CAS employee. Said employee was charged with conspiracy to commit child pornography on July 24, 2013, and CAS terminated her employment the same day. CAS has cooperated with the FBI's investigation of the former employee and reports that the FBI has informed CAS that it is not a target of the investigation. The former employee eventually entered a guilty plea to conspiracy to sexually exploit children. In light of the immediate actions taken by CAS, the DOE does not believe this matter precludes a determination that the vendor is responsible.

CAS disclosed in VENDEX repayment of Medicaid overpayments paid to the NYS Office of the Attorney General – Medicaid Fraud Control Unit (OAG-MFCU). The overpayment related to CAS billings for services provided to hospitalized children and for improper direct billing to Medicaid by transportation providers for services provided to children under CAS's care during the period from July 1, 2007 and June 30, 2009. OAG-MFCU has provided a letter indicating that the agency received \$38,221 from CAS, thus satisfying the Medicaid overpayments, and advised that CAS has put corrective measures in place to prevent future over-billing. As such, the DOE does not believe this matter precludes a determination that the vendor is responsible.

A report by the New York City Special Commissioner of Investigation (SCI) dated April 17, 2015 substantiated that a 25-year-old counselor employed by the CAS had contact with two 13-year-old female students on two applications, Instagram and Kik. The individual is no longer employed by CAS and SCI made no recommendations regarding CAS. As such, the DOE does not believe this matter precludes a determination that the vendor is responsible.

Further, in June 2016, when the DOE accepted an assignment of the Department for Youth and Community Development's (DYCD) contract with CAS for support services in community schools, DYCD disclosed that there were ten substantiated reports of client abuse or neglect associated with CAS' foster care program operated under a contract with the Administration for Children Services (ACS). DYCD advised that when a substantiated allegation of abuse and neglect occurs in a foster home, ACS requires corrective actions and a full response from the agency, which CAS provided in these cases. DYCD further advised the DOE that it reviewed the summary documentation submitted by CAS describing each of the indicated cases and reported that the actions taken were prudent. As such, and because the services provided in connection with the current contract differ from those described in the matter above, the DOE does not believe this matter precludes a determination that the vendor is responsible.

Accordingly, in light of the resolution of the above referenced matters, the DOE has determined CAS to be a responsible vendor.

**REQUEST FOR AUTHORIZATION TO CONTRACT
WITH TEACHSTONE TRAINING LLC TO ASSESS THE QUALITY OF EARLY CHILDHOOD
LEARNING ENVIRONMENTS IN PREK-FOR-ALL NYCEECs AND SCHOOLS**

Estimated High Annual / Total Amount	Funding Source	Contract Term	Options	Option Amount	Procurement Method	Is Contract Retroactive?	Contract Type
\$159,418 / \$393,254	New York State Education Department (NYSED), Tax Levy	Three Years (7/01/16 – 6/30/19)	One 2-Year Option to Extend	\$239,236	Negotiated Service	Yes	Requirements

Vendor Name & Address	Teachstone Training, LLC 105 Monticello Avenue, Suite 101 Charlottesville, VA 22902
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Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Lauren Meyer Director of Program Assessment Division of Early Childhood	Sophia Pappas Executive Director Division of Early Childhood Education	Angela Edwards Chief Administrator Central Office Procurement

PURPOSE

Authorization is requested on behalf of the Division of Early Childhood Education (DECE) to contract with Teachstone Training, LLC (Teachstone) to assess the quality of early childhood learning environments in Pre-K for All programs.

DISCUSSION

Teachstone holds the training and certification rights to the Classroom Assessment Scoring System (CLASS), a tool DECE uses to measure the quality of interactions taking place in Pre-K classrooms and to target coaching supports to improve the quality of those interactions. Evaluators assessing these interactions must be trained and certified through Teachstone and Teachstone provides resources that assist in continued professional learning and communication between DECE staff and Pre-K for All leaders.

The CLASS tool has proven reliable in measuring the elements of Pre-K instruction that lead to positive outcomes for children. The tool’s data and reports also provide direction for the professional learning opportunities that DECE plans for teachers, help DECE distribute coaching/support resources to maximum benefit, guide instructional coordinators and social workers in the coaching of program leaders and teachers, and inform contract renewal decisions for New York City Early Education Centers (NYCEECs).

The training and certification test offered by Teachstone for assessors to become certified for the collection of data is a service not provided by other vendors. This unique training meets an ongoing need of DECE since the data collected is used to make NYCEEC contract decisions.

The DOE previously contracted with Teachstone for similar services using a Multiple Task Award Contract (MTAC) for Professional Development Services for Early Childhood Educators.

After the expiration of that contract in 2015, DECE engaged the vendor on a non-contracted basis using the vendor’s online catalog for about \$10,000 in services via purchase order. Re-establishing a contract with Teachstone will enable DECE to pay fixed rates and ensure continuity of services over the three-year term, while allowing for an increase in the volume of services delivered. This contract is retroactive because it was necessary to begin services at the start of FY17 in preparation for the 2016-2017 school year.

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

The cost estimates include use of Teachstone’s exclusive CLASS training and certification tool, re-certification, calibration, and various resources to be made available to program leaders, teachers, and DECE support staff. Teachstone’s proposed price of \$402,854 was reduced through negotiations to \$393,254.

Discounts offered range from 14.5 to 31.4 percent off list price for three of the five new services (trainer recertification, dimensions guide, and DOE-led certification training). For the other new services, double-coding and calibration for prerecorded webinars, there are no list prices, so a comparison was made to prices for similar services provided under other contracts awarded through competitive procurements. Pricing for double-coding is within the competitive range for similar services under the Multiple Task Award Contract (MTAC) for Mental Health Services. The price for prerecorded webinars is significantly higher (183.3%) than what is paid for like services under other DOE contracts, but this accounts for only two-tenths of one percent of Teachstone’s total contract price.

Six of Teachstone’s proposed services were also offered under the vendor’s previous MTAC. Of these services, three (video library subscriptions, the online CLASS program, and observer recertification) are offered at discounts ranging from five to 80 percent below Teachstone’s list price. While the prices for two services (live webinars and the train-the-trainer program) are higher than those of the prior MTAC, they range from 7.5 to 62.5 percent lower than similar, competitively procured services. The remaining service (the calibration program) cannot be effectively compared because the price is based on a different unit of measure than used under the prior MTAC (per participant/per year vs. per video) but this accounts for only two percent of the total contract price. Accordingly, pricing has been determined to be fair and reasonable.

VENDOR RESPONSIBILITY

A background check of Teachstone Training LLC, which included various DOE files, VENDEX, and Federal and State databases, found no significant adverse information. The vendor has therefore been determined to be responsible.

Vendor Name	FY17	FY18	FY19	Total Contract Amount for Full-Day Seats
Teachstone Training LLC	\$159,418	\$116,918	\$116,918	\$393,254

**REQUEST FOR AUTHORIZATION TO AMEND RELATED SERVICES CONTRACTS
TO ACCOMMODATE FOR WAGE ADJUSTMENTS (RA #3)**

Estimated Total Contract Increase	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$156,419	Tax Levy	B2298 – Thru 8/31/16 R0927 – Thru 8/31/16	None	Amendment	Yes	Requirements

VENDOR	CONTRACT NO. / RFP NO.	AMENDMENT AMOUNT
City Sounds of NY Speech Language Development Center Inc.	9472352 / B2298	\$ 72,136
Help Me Grow, LLC	9373434 / R0927	\$ 84,282
TOTAL NUMBER OF CONTRACTS AMENDED / TOTAL INCREASE	2	\$156,419

Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Charles Stamm Director of Procurement, Planning & Analytics Office of Related Services	Michael Van Biema Executive Director Office of Related Services	Denesia Stroom-Blair Procurement Analyst Central Office Procurement

PURPOSE

Authorization is requested to amend the Related Services contracts listed above to accommodate increases in employee salaries in amounts consistent with the Cost of Living Adjustment (COLA) initiative implemented in 2015, by Mayor de Blasio.

DISCUSSION

The City of New York Executive Budget for Fiscal Year 2016 included provisions for COLA adjustments for roughly 35,000 full-time workers in non-profit agencies providing human services, effective July 1, 2015. This provision accounted for a 2.5 percent increase in wages and ensured that employees in human service agencies made at least \$11.50 per hour.

DOE Related Services programs were among the services deemed eligible for COLA. These services are 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 indicated, including monolingual or bilingual related services. In cases where the DOE is unable to meet this mandate with in-house staff, contracted service providers are used. Services provided include, but are not limited to, speech therapy, physical therapy, occupational therapy, and counseling.

These contract amendments only apply to contracts already in place before July 1, 2015, and does not cover new awards made after that date. The amendments will provide additional funding for increases in wages and wage related fringe benefits that do not include administrative overhead or other costs not automatically increased along with wages.

To enhance student outcomes and improve delivery of services to students, school staff, schools and families, the vendors agree to make a good faith effort to maintain pairings of direct-service staff with individual clients during the course of the program cycle.

After determining what changes were required by the vendors identified for increases, DOE moved forward with the review and approval of the increases proposed by each of the vendors deemed eligible. Due to the revisions and resubmissions required from the vendors, as well as DCP's review of the contracts in question, these amendments are retroactive.

VENDOR RESPONSIBILITY

A background check review for City Sounds of NY Speech Language Development Center Inc. and Help Me Grow LLC, which included various DOE files, VENDEX, and Federal and State databases, found no significant adverse information. Both vendors have therefore been determined to be responsible.

REQUEST FOR AUTHORIZATION TO CONTRACT WITH SOCIAL STUDIES SCHOOL SERVICE TO PROVIDE TEXTBOOKS AND ANCILLARY MATERIALS

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$180,000 / \$1,260,000	Reimbursable, Tax Levy	Seven Years	None	Listing Application	No	Requirements

Vendor Name & Address	Social Studies School Service 10200 Jefferson Blvd. Culver City, CA 90232
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Contract Manager	Lead Contracting Officer	Procurement Analyst
Raelene Stroom Director Vendor Management Division of Teaching & Learning	Morayo Tracey Oyemade Deputy Senior Executive Director Finance and Procurement Division of Teaching & Learning	Melissa Hernandez Procurement Analyst Instructional Materials Procurement

PURPOSE

Authorization is requested to contract with Social Studies School Service (Social Studies) to provide textbooks, lesson plans, and educational kits containing maps, globes, and ancillary materials to public and participating non-public schools.

DISCUSSION

Social Studies provides K-12 curricula in U.S. history, world history, geography, economics, psychology, and government & law. Its Nystrom Education program helps students understand their place in the world and relationships to other people and places, using maps, globes, atlases, and hands-on materials.

Social Studies is the sole provider of these materials, making a competitive procurement is impractical.

The estimated contract amount is based on expenditures under the vendor’s previous contract. Social Studies has offered the DOE a 10 percent discount off its list prices and has agreed to offer the DOE the lowest pricing available to any of its customers over the life of the contract. Pricing has therefore been determined to be fair and reasonable.

VENDOR RESPONSIBILITY

Social Studies School Service and its principal owners and officers were subject to a full comprehensive background check and no significant adverse information was found. Therefore, the vendor has been determined to be responsible.

REQUEST FOR AUTHORIZATION TO CONTRACT WITH OITZER HALEMIDIM PUBLISHING FOR TEXTBOOKS AND ANCILLARY MATERIALS

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$174,000 / \$1,044,000	Reimbursable, Tax Levy, City Council	Six Years	None	Listing Application	No	Requirements

Vendor Name & Address	Oitzer Halemidim Publishing 146 Spencer Street - #4009 Brooklyn, NY 11205
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Raelene Stroom Director Vendor Management Division of Teaching & Learning	Morayo Tracey Oyemade Deputy Senior Executive Director Finance & Procurements Division of Teaching & Learning	Demetrise Daniels-Foster Procurement Analyst Textbooks and Ancillary Materials

PURPOSE

Authorization is requested to contract with Oitzer Halemidim Publishing (Oitzer) to provide textbooks and ancillary materials to all public and participating non-public schools.

DISCUSSION

Oitzer currently has a registered contract with the DOE to provide materials used in a phonics program to help students build their reading skills. The seven-year contract was originally registered with an annual amount of \$25,000 and a total amount of \$175,000 because Oitzer was a first-time vendor with a limited history of DOE expenditures. In accordance with the DOE's Procurement Policy and Procedures, Listing applications contracts with an annual amount of \$25,000 or less are not required to be presented to the Panel on Educational Policy for authorization. The contract was registered with the stipulation that DCP would list the vendor on the DOE's online portal (FAMIS) with a not-to-exceed annual expenditure of \$25,000, and, should the vendor begin to reach this threshold, DCP would issue a new Request for Authorization seeking Panel approval to register the contract with an updated annual amount.

Due to unexpectedly high demand for Oitzer's products, the contract has nearly reached its projected total expenditure in just over a year. Therefore, DCP is here requesting authorization to register a contract with Oitzer with an annual amount of \$174,000 for each of the remaining six years of the contract.

Oitzer is the sole provider of the materials they publish. Because these materials cannot be purchased in the open market, a competitive sealed bid process is impractical.

The proposed contract requires that the prices the DOE pays will be the lowest offered to any client. As such, pricing has been determined to be fair and reasonable.

VENDOR RESPONSIBILITY

Oitzer Halemidim Publishing US Inc. and its principal owners and officers were subject to a comprehensive background check and no significant adverse information was found. Therefore, the vendor has been determined to be responsible.

**REQUEST FOR AUTHORIZATION TO CONTRACT WITH EMC PUBLISHING, LLC
TO PROVIDE TEXTBOOKS AND ANCILLARY MATERIALS**

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$170,000 / \$1,190,000	Reimbursable, Tax Levy	Seven Years	None	Listing Application	No	Requirements

Vendor Name & Address	EMC Publishing, LLC 875 Montreal Way St. Paul, MN 55102
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Contract Manager	Lead Contracting Officer	Procurement Analyst
Raelene Stroom Director Vendor Management Division of Teaching & Learning	Morayo Tracey Oyemade Deputy Senior Executive Director Finance and Procurement Division of Teaching & Learning	Melissa Hernandez Procurement Analyst Instructional Materials Procurement

PURPOSE

Authorization is requested to contract with EMC Publishing, LLC to provide textbooks, workbooks, and teacher guides to public and participating non-public schools.

DISCUSSION

EMC Publishing offers world languages, business education, literature, language arts, and social studies curriculum for students in Kindergarten through grade 12. Their materials include study guides, model reading lessons, writing workshops, and activities with supplementary and multimedia materials for practice and to apply strategies and skills to each subject.

EMC is the sole provider of these materials, making a competitive procurement impractical.

This vendor has agreed to offer the DOE a 25 percent discount off its list prices over the life of the contract, which is the lowest pricing available to any of its customers. EMC's pricing has therefore been determined to be fair and reasonable.

The estimated contract amount is based on expenditures under the vendor's previous contract.

VENDOR RESPONSIBILITY

EMC Publishing, LLC and its principal owners and officers were subject to a full comprehensive background check and no significant adverse information was found. Therefore, the vendor has been determined to be responsible.

**REQUEST FOR AUTHORIZATION TO CONTRACT WITH APPLIED PRACTICE, LTD.
TO PROVIDE TEXTBOOKS AND ANCILLARY MATERIALS**

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$57,000 / \$399,000	Reimbursable, Tax Levy	Seven Years	None	Listing Application	No	Requirements

Vendor Name & Address	Applied Practice, Ltd. 3519 Cedar Springs Rd, Ste. A Dallas, TX 75219
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Contract Manager	Lead Contracting Officer	Procurement Analyst
Raelene Stroom Director Vendor Management Division of Teaching & Learning	Morayo Tracey Oyemade Deputy Senior Executive Director Finance and Procurement Division of Teaching & Learning	Melissa Hernandez Procurement Analyst Instructional Materials Procurement

PURPOSE

Authorization is requested to contract with Applied Practice, Ltd., to provide textbooks and resource guides to public and participating non-public schools.

DISCUSSION

Applied Practice publishes materials that support teachers' efforts to prepare students for standardized tests, including advanced placement exams, in grades 6-12. These materials, which include workbooks and resource guides, are literature-based for English and topic-based for science and social studies. Practice tests offer questions presented in the style and format of a standardized test, using content taught in a planned unit.

Applied Practice is the sole provider of these materials, making a competitive procurement is impractical.

Applied Practice has offered the DOE the lowest pricing available to any of its customers. Pricing has therefore been determined to be fair and reasonable.

The estimated contract amount is based on previous usage.

VENDOR RESPONSIBILITY

A background check review of Applied Practice performed by the New York City Department of Education, including various DOE files, VENDEX, and Federal and State databases, found no significant adverse information. The vendor has therefore been determined to be responsible.

REQUEST FOR AUTHORIZATION TO CONTRACT WITH THE CHILDREN’S HEALTH MARKET, INC. TO PROVIDE TEXTBOOKS AND ANCILLARY MATERIALS

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$77,000 / \$539,000	Reimbursable, Tax Levy	Seven Years	None	Listing Application	No	Requirements

Vendor Name & Address	The Children’s Health Market, Inc. 27 Cannon Rd., Suite 1B Wilton, CT 06897
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Contract Manager	Lead Contracting Officer	Procurement Analyst
Raelene Stroom Director Vendor Management Division of Teaching & Learning	Morayo Tracey Oyemade Deputy Senior Executive Director Finance and Procurement Division of Teaching & Learning	Melissa Hernandez Procurement Analyst Instructional Materials Procurement

PURPOSE

Authorization is requested to contract with The Children’s Health Market Inc. (CHM), to provide lesson plans and student magazines to public and participating non-public schools.

DISCUSSION

CHM is the publisher for the Great Body Shop K- 5 comprehensive health education curriculum, which provides lessons to equip students with the knowledge, life skills, and critical thinking needed to lead them toward healthy outcomes. The curriculum is “spiraled,” introducing and re-visiting skills at age-appropriate levels throughout their years in elementary school.

CHM is the sole provider of these materials, making a competitive procurement is impractical.

The estimated contract amount is based on the Office of School Wellness Programs estimated usage of the Great Body Shop curriculum. CHM has offered the DOE the lowest pricing available to any of its customers. Pricing has therefore been determined to be fair and reasonable.

VENDOR RESPONSIBILITY

A background check conducted on CHM using the New York State Division of Corporations website, the federal Debarred List, New York State Department of Labor, OSHA, and VENDEX revealed no significant adverse information. CHM is also an active vendor on FAMIS and no adverse information appears on VCIP. Accordingly, this vendor has been determined to be responsible.

REQUEST FOR AUTHORIZATION TO CONTRACT WITH PSYCHOLOGICAL ASSESSMENT RESOURCES TO PROVIDE ASSESSMENT MATERIALS

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$55,000 / \$165,000	Reimbursable, Tax Levy	Three Years	None	Listing Application	No	Requirements

Vendor Name & Address	Psychological Assessment Resources 16204 N. Florida Avenue Lutz, FL 33549
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Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Raelene Stroom Director Vendor Management Division of Teaching & Learning	Morayo Tracey Oyemade Deputy Senior Executive Director Finance & Procurements Division of Teaching & Learning	Demetrise Daniels-Foster Procurement Analyst Textbooks and Ancillary Materials

PURPOSE

Authorization is requested to contract with Psychological Assessment Resources (PAR) to provide assessment materials to public and non-public schools.

DISCUSSION

PAR publishes standardized assessments that are used by professionals within schools to assess students' academic achievement and intellectual ability, as well as possible sources of learning disabilities and behavioral challenges. These assessments are also used as an aid in the identification of a variety of emotional, social, academic, and intellectual challenges experienced by students.

PAR is the sole provider of the assessments they publish, making a competitive bid process impractical.

PAR has offered the DOE a 10 percent discount and has guaranteed that the DOE will receive the lowest price of any of its customers. Pricing has therefore been determined to be fair and reasonable.

VENDOR RESPONSIBILITY

A background check conducted on Psychological Assessment Resources, including VCIP, SAM (Federal Debarred List), Workers Compensation Board, the New York State Division of Corporations, OSHA, the New York State Charities Bureau Registry, and FAMIS, yielded no significant adverse information. The vendor has therefore been determined to be responsible.

REQUEST FOR AUTHORIZATION TO CONTRACT WITH DATA RECOGNITION CORPORATION FOR ASSESSMENT MATERIALS

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$300,000 / \$900,000	Reimbursable, Tax Levy	Three Years	None	Listing Application	No	Requirements

Vendor Name & Address	Data Recognition Corporation 13490 Bass Lake Rd. Maple Grove, MN 55311
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Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Raelene Stroom Director Vendor Management Division of Teaching and Learning	Morayo Tracey Oyemade Senior Executive Director Finance & Procurement Division of Teaching and Learning	Melissa Hernandez Procurement Analyst Instructional Materials Procurement

PURPOSE

Authorization is requested to contract with the Data Recognition Corporation (DRC) to provide assessment materials to public and participating non-public schools.

DISCUSSION

DRC offers a range of assessment products that support students and teachers in Pre-K through adult education. DRC's *TerraNova* assessment for grades K-12 provides a full range of tests, reports, and services that support student learning and achievement. *Test of Adult Basic Education (TABE)*, provides a flexible system of diagnostic assessments and instructional materials to meet the diverse needs of today's growing adult education market.

This contract will replace an expiring contract with CTB/McGraw-Hill Education, whose assessment products were acquired by DRC.

DRC is the sole provider of these materials, making a competitive procurement is impractical.

DRC has offered the DOE a 15 percent discount off its list prices, the lowest pricing available to any customer. Pricing has been determined to be fair and reasonable.

The estimated amount is based on prior expenditures under the DOE's previous contract with CTB/McGraw-Hill Education.

VENDOR RESPONSIBILITY

A background check conducted on Data Recognition Corporation using the New York State Division of Corporations website, the federal Debarred List, New York State Department of Labor, OSHA, and VENDEX revealed no significant adverse information. Data Recognition Corporation is also an active vendor on FAMIS and has had no significant adverse information listed on VCIP regarding. Accordingly, this vendor has been determined to be responsible.

REQUEST FOR AUTHORIZATION TO PURCHASE ALGEBRA NATION SOFTWARE

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$700,000 / \$4,900,000	Tax Levy / Reimbursable	Seven Years	None	Listing Application	No	Requirements

Vendor Name & Address	Study Edge dba Algebra Nation 1717 NW 1 st Avenue Gainesville, FL 32603
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Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Norah Lovett Deputy Executive Director Curriculum, Instruction and Professional Development Division of Teaching and Learning	Morayo Tracey Oyemade Deputy Senior Executive Director Finance & Procurement Division of Teaching and Learning	Domion Pontrelli Procurement Analyst

PURPOSE

Authorization is requested to contract with Study Edge dba Algebra Nation, for the entire Algebra Nation software product line.

DISCUSSION

Algebra Nation is an online resource that includes video tutorials, an interactive discussion wall, and a practice tool to help students master algebra using the Internet. Algebra Nation’s videos break down each featured problem and provide a corresponding study guide so students can follow along at their own pace. The videos prompt students to pause and try out problems independently. They also encourage collaboration by asking higher order questions that students can then answer on the algebra wall. Algebra Nation also provides a “Test Yourself!” practice feature, which allows students to test their skills.

Algebra Nation is offering the DOE a discount ranging from 10 to 50 percent off their software list price, depending on the number of licenses being purchased, and has guaranteed that no customer will receive better pricing than the DOE; their prices have therefore been determined to be fair and reasonable.

The estimated contract amount is based on prior usage.

VENDOR RESPONSIBILITY

Study Edge dba Algebra Nation and its principal owners and officers were subject to a full comprehensive background check and no significant adverse information was found. Therefore, the vendor has been determined to be responsible.

REQUEST FOR AUTHORIZATION TO CONTRACT WITH CHESS-IN-THE-SCHOOLS

Estimated Annual / Total Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$431,000	City Council	One Year (7/01/16 - 6/30/17)	None	City Council Allocation, per Section 1-03(c) of DOE Procurement Policy & Procedures	No	Full Value

Vendor Name & Address	Chess-in-the-Schools, Inc. 520 8 th Avenue, 2 nd Floor New York, NY 10018
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Cheryl Kaplan Director, Vendor Resources Division of Contracts and Purchasing	Susan Dick-McKeon Chief Administrator Division of Contracts and Purchasing	Denesia Stroom-Blair Lead Procurement Analyst Central Office Procurement

PURPOSE

Authorization is requested to contract with Chess-in-the-Schools, Inc. to provide chess classes to elementary and middle school students attending New York City Title I funded public schools.

DISCUSSION

Chess-in-the-Schools uses structured classroom, after-school, weekend, and summer programs to promote chess as an educational tool that enhances academic performance and builds self-esteem. These programs help young people develop critical thinking and problem-solving skills in schools across the City, reaching a total of 250 to 300 students in each participating school.

Chess-in-the-Schools also offers after-school chess clubs that include advanced chess instruction, one-on-one coaching, and practice competitions. Schools that choose to participate in these programs are charged an annual registration fee of \$2,500, which partially covers the salaries and materials costs of the program; however, should those schools opt to host a tournament, the registration fee is waived.

Chess-in-the-Schools services also include a Scholastic Tournament Program, College Bound Program, and the Chess Teachers' Training Institute. The City Council allocation will cover about 10 percent of program's staff salaries.

A competitive sealed bid was not done since this was a City Council discretionary grant naming the vendor and allocating a specific amount to be paid for these services.

VENDOR RESPONSIBILITY

The Division of Contracts and Purchasing (DCP) has experience with the vendor providing these services and confirms that they have performed satisfactorily. A background check of Chess-in-the-Schools, including various DOE files, VENDEX, and Federal and State databases, found no significant adverse information. The vendor has therefore been determined to be responsible.

REQUEST FOR AUTHORIZATION TO CONTRACT WITH THE COMMITTEE FOR HISPANIC CHILDREN AND FAMILIES, INC. TO PROVIDE DROPOUT PREVENTION INTERVENTION SERVICES

Estimated Annual / Total Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$55,000	City Council	One Year (7/01/15 - 6/30/16)	None	City Council Allocation, per Section 1-03(c) of DOE Procurement Policy & Procedures	Yes	Full Value

Vendor Name & Address	The Committee for Hispanic Children and Families, Inc. 75 Broad Street, 6 th Fl. - Suite 620 New York, NY 10004
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Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Angie Guo Senior Operations Manager Office of Safety and Youth Development	Robert Weiner Chief Operating Officer Office of Safety and Youth Development	Denesia Stroom-Blair Lead Procurement Analyst Central Office Procurement

PURPOSE

Authorization is requested to contract with the Committee for Hispanic Children and Families, Inc. (CHCF) to provide student support services at Progress High School for Professional Careers in District 14, Brooklyn.

DISCUSSION

CHCF provided a weekly credit-bearing class based on research in the areas of youth leadership and community action during school year 2015-2016 called “Graduate, Prepare, and Succeed - Young Scholars Forum.” The class offered students a space in which they can strive to become leaders, have their voices heard, and take ownership of the change process in their school and communities. Class topics included college readiness, policy and advocacy, research, youth development, attendance improvement and dropout prevention, individual and group counseling, youth leadership, and student and parent engagement. The class sought to increase student attendance and graduation rates, while preparing students for college.

A competitive sealed bid was not done since a City Council discretionary grant named this vendor and allocated a specific amount to be paid for these services.

This contract is retroactive due to delays in the approval of the City Council allocation and the development of the work plan and budget, which required multiple revisions.

VENDOR RESPONSIBILITY

The Office of Safety and Youth Development (OSYD) has experience with the vendor providing these services and confirms that they have performed them satisfactorily. A background check of Committee for Hispanic Children and Families, Inc., including various DOE files, VENDEX, and Federal and State databases, found no significant adverse information. The vendor has therefore been determined to be responsible.

REQUEST FOR AUTHORIZATION TO CONTRACT WITH THE NEW YORK CENTER FOR INTERPERSONAL DEVELOPMENT TO PROVIDE RESTORATIVE JUSTICE SERVICES

Estimated Annual / Total Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$250,000	City Council	One Year (7/01/15 – 6/30/16)	None	City Council Allocation, Per Section 1-03(c) of DOE Procurement Policy & Procedures	Yes	Full Value

Vendor Name & Address	YPIS of Staten Island, Inc. d/b/a The New York Center for Interpersonal Development (NYCID) 130 Stuyvesant Place, 5 th Floor Staten Island, NY 10301
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Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Angie Guo Senior Operations Manager Office of Safety & Youth Development	Robert Weiner Chief Operating Officer Office of Safety and Youth Development	Denesia Stroom-Blair Procurement Analyst Central Office Procurement

PURPOSE

Authorization is requested to contract with the YPIS Of Staten Island, Inc., d/b/a New York Center for Interpersonal Development (NYCID), to provide restorative justice services at five schools: M392 - Manhattan Business Academy and M680 - The Heritage School in Manhattan, K382 - Academy for College Prep & Career Exploration and K548 - Brooklyn School for Music & Theatre in Brooklyn, and R440 - New Dorp High School in Staten Island.

DISCUSSION

Restorative justice is the practice of building community in response to conflict or crime in order to understand its causes and effects. During FY16, the City Council initiated a \$2.4 million program to introduce restorative practices into school environments and provide necessary resources to support the City’s most vulnerable students. Of the 123 eligible schools identified based on suspension data from SY14-15 or a designation of persistently dangerous by the New York State Education Department, 54 applied for this opportunity by completing an application and 15 schools were identified based upon their scores and geographic location, representing all five boroughs.

Each of the selected schools will receive a restorative justice coordinator from a community-based organization, professional development in restorative practices, on-site support, and supports for the development of a school-based action plan. NYCID will provide the services targeting students in grades 9 through 11, in addition to teachers and administrative staff members.

A competitive sealed bid was not done for this procurement and a contract for these services is necessary because the City Council discretionary allocation specifically names this vendor for the amount stated above. To have these services provided by another party would be contrary to the City Council award policy. Pricing for the contract services was established to match the City Council allocation. This contract is retroactive due to delays in the approval of the City Council allocation.

VENDOR RESPONSIBILITY

A review of the NYCID's background in DOE's files and the VENDEX system found that NYCID's performance was rated unsatisfactory/poor in FY 2010 through 2013 contracts with the Department of Youth and Community Development (DYCD). While those contracts were not renewed, NYCID submitted Corrective Action Plans, which were deemed acceptable by DYCD. Moreover, in 2013 through 2015 NYCID has contracted with various government agencies citywide and received 3 Excellent, 1 Good and 3 Fair overall ratings. NYCID has provided young adult internships, pre-GED literacy, and youth employment services for the DOE's Office of Postsecondary Readiness and the Office of Safety and Youth Development, and has received satisfactory and good performance ratings. Therefore, the vendor has been determined to be responsible.

REQUEST FOR AUTHORIZATION TO RENEW A CONTRACT WITH PUBLIC CONSULTING GROUP TO PROVIDE DATABASE SOFTWARE TO ASSIST IN REIMBURSABLE SERVICE CLAIMING

Highest Annual / Total Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
\$1,392,045 / \$2,020,075	Tax Levy	5/1/2016-12/31/2017 (20 Months)	None	Purchase Through Governmental Contract (City Ride)	Yes	Requirements

Vendor Name & Address	Public Consulting Group, Inc. 148 State Street Boston, MA 02109
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Contract Manager / Lead Contracting Officer	Division of Contracts & Purchasing Contact
Andrew Hollander Executive Director Medicaid Operations Office of the Chief Financial Officer	James McBride Chief Administrator Division of Contracts & Purchasing

PURPOSE

Authorization is requested to renew a contract with Public Consulting Group (PCG), for the provision of database software to help collect revenue for reimbursable services provided by NYC DOE.

DISCUSSION

The DOE has used PCG’s EasyTrac application since 2013 to assist in the collection of data from schools about clinical services provided to Medicaid eligible special education students. School districts in New York State that provide certain health related services to this population are allowed to submit claims and receive federal Medicaid reimbursement to help cover the cost of providing these services under a program administered by the State Department of Health and State Education Department. The EasyTrac application assists the DOE by tracking Medicaid-eligible services provided, storing the required service levels, frequency of services, and other pertinent information, operating as a “real-time” service documentation and tracking tool that enables the efficient processing of claims.

After feedback from nonpublic schools that the ability to use EasyTrac on devices other than computers (such as tablets or phones) would be helpful, the contract was amended to include mobile functionality. The addition of EasyTrac Mobile included software licenses, 24/7 access to EasyTrac Mobile from any Apple or Android device, application upgrades, training sessions for each site or school using the mobile feature, a training video, a development bank of 80 hours for customization and help desk support. The addition of the mobile feature optimized the services and support necessary to meet the growing needs of the nonpublic school student population. Other benefits of mobile are increases to the number of logged therapy encounters, reductions in administrative burdens and costs, and a decrease in the time between service encounter and entry dates.

In December 2014, Centers for Medicare and Medicaid Services (CMS) issued revised guidance on what school-based, health-related services may be eligible for reimbursement. This change represents a significant shift in the services that are reimbursable for the DOE and presents an opportunity to expand the current School Supportive Health Services Program

(SSHSP) as well as new services that may fall outside of SSHSP. Leveraging this revision in policy and in effort to expand reimbursement potential further, the DOE is requesting PCG’s expertise in administering the Free Care Pilot Program (Free Care).

PCG’s Free Care activities will include providing recommendations on how the DOE should structure and operationalize a school-based program to help increase reimbursement and help ensure compliance with State and Federal Medicaid regulations. Key components of the Free Care pilot include, but are not limited to:

- Staff interviews of school practitioners and DOE administrative personnel;
- Analysis of data to determine the types and volume of reimbursable services currently delivered schools;
- Calculate potential Free Care reimbursement levels under the new guidelines;
- Draft policy recommendations for DOE to consider regarding the requirements for claiming eligible Free Care services in accordance with Federal and State regulations;
- Train DOE administrative staff on the new policies and systems as well as supervisory staff on systems during the pilot phase using a “train the trainer” model;
- Create policy regarding the requirements to claim those services in accordance with Federal and State regulations;
- Work collaboratively with the Department of Health and CMS to revise the State Plan to include these new services;
- Configure online PCG systems to capture all required data to support potential Free Care claims;
- Provide ongoing help desk support.

The New York City Human Resources Administration (HRA) has contracted with PCG since 2011 to provide consultative evaluation, and technology services. This contract was originally procured by the State of Wisconsin via a Request for Proposals (RFP) and subsequently used by HRA on behalf of other NYC agencies. HRA’s projections, prior to contract commencement, were for DOE expenditures between \$1,000,000 and \$2,750,000 annually, and this proposal remains consistent with that. HRA acts as the lead under the agreement with PCG.

The following table details products and services to be provided by PCG during the renewal period:

PCG Service	5/1/2016 - 4/30/2017 Negotiated Pricing	5/1/2017 – 12/31/2017 Negotiated Pricing
Licensing/Hosting	\$195,000.00	\$130,000.00
Mobile	\$93,000.00	\$62,000.00
Training and Materials	\$58,200.00	\$38,800.00
Support	\$172,175.00	\$114,783.33
Development	\$130,222.50	\$86,815.00
Reporting	\$144,772.50	\$96,515.00
Document Storage	\$25,000.00	\$16,666.67
Project Management	\$123,675.00	\$82,450.00
EasyTrac NPS Sub-Total	\$942,045.00	\$628,030.00
Free Care Evaluation/Pilot (<i>Year 1 Only</i>)	\$450,000.00	
Free Care Evaluation/Pilot Sub-Total	\$450,000.00	
PCG Services - Total	\$1,392,045.00	\$628,030.00

PCG proposed initial fixed pricing for non-labor related services at 29% lower than their standard fees. Additionally, they discounted labor rates by 40% a vis-a-vis hourly rates that were in the HRA contract. Subsequent negotiations by the DOE resulted in a \$32,425 reduction in the price on the more labor intensive services. Additionally, PCG has guaranteed that the final negotiated price represents the lowest pricing PCG charges clients for comparable services. For these reasons, the price has been determined to be fair and reasonable.

VENDOR RESPONSIBILITY

As noted this engagement is based on a current contract with The New York City Human Resources Administration (HRA) and PCG was found to be responsible by HRA and is in good standing. Nonetheless, a recent review of PCG's background using various DOE files, VENDEX and Federal and State databases found no significant adverse information. The vendor has therefore been determined to be responsible.

**REQUEST FOR AUTHORIZATION FOR AN
EMERGENCY TO PURCHASE MILK PRODUCTS**

Total Amount	Funding Source	Contract Term	Option	Procurement Method	Is Contract Retroactive?	Contract Type
\$25,570,879	Tax Levy/ USDA Reimbursable	10/31/16 – 10/29/17	None	Emergency Purchases	Yes	Requirements

Supply Vendor Names & Addresses	Estimated Annual Amount
Upstate Niagara Cooperative, Inc. 25 Anderson Rd. Buffalo, NY 14225	\$5,557,710
Byrne Dairy, Inc. 2394 US 11 Lafayette, NY 13084	\$1,737,461
The Guida-Seibert Dairy Company 433 Park Street New Britain, CT 06050	\$8,799,796

Distribution Vendor Names & Addresses	Estimated Annual Amount
Bartlett Dairy, Inc. 90-04 161 st St. Suite 609 Jamaica, NY 11432	\$3,126,430
Cream-O-Land Dairies, LLC 529 Cedar Ln. P.O. Box 146 Florence, NJ 08518	\$5,378,345
The Maramont Corporation 5240 St. Charles Rd. Berkeley, IL 60163	\$971,137

Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Janice Zapinsky Deputy Director Office of School Support Services	Lisa D'Amato Director Office of School Support Services	Lenon Ruiz Director Transportation, Food & PSAL Procurements

PURPOSE

Authorization is requested on behalf of the Office of School Food (OSF) to contract with the vendors listed above in accordance with DOE's Procurement Policy and Procedures (i.e. Section 3-09, Emergency Purchases) who will supply or distribute milk products to New York City schools participating in the Breakfast and Lunch Programs.

DISCUSSION

Since October 2014, DOE has received milk products from one vendor, Bartlett Dairy, Inc. The need for these emergency contracts arises from Bartlett having indicated it can no longer fulfill its contract obligations as its supplier, Elmhurst Dairy, Inc., is closing imminently. Bartlett cannot secure alternative milk supplier(s) at similar prices and will be compelled to relocate its back offices and operations (which have been located on Elmhurst's site). This circumstance

has created an emergency situation where replacement contracts are necessary to provide milk products as part of the breakfast and lunch program to public school children to ensure the health, welfare and safety of the children.

The DOE will now acquire its milk from the above named suppliers and distributors. With multiple vendors, the DOE will be better positioned to avoid any possible disruption in supply. Three vendors have been selected to supply and three vendors have been selected to distribute milk products (see tables above). These vendors were selected after considering capacity and pricing from a pool of vendors DOE contacted that included 8 suppliers and 18 distributors. The resulting contracts will cover the acquisition and distribution of milk products to New York City schools throughout the five boroughs.

Distribution/Supply arrangements (subject to change):

- Bartlett Dairy, Inc. (Queens/Staten Island) - supplied by Upstate Niagara Cooperative, Inc.
- Cream-O-Land Dairies, LLC (Bronx, Brooklyn 1 & 2 and Manhattan District 6) - supplied by The Guida-Seibert Dairy Company
- The Maramont Corporation (Manhattan Districts 1-5) - supplied by Byrne Dairy, Inc.

The annual estimated amounts are based on FY 16 usage. Milk supply pricing will be adjusted on a monthly basis based upon changes in the cost per hundred weights to the distributor and producers established by the USDA Northeast Marketing Area Federal Milk Marketing Order 1.

Awards for supply are recommended for the three lowest price vendors based on weighted average prices, which include delivery to a distributor in the metro New York City area: Guida-Seibert, the lowest price vendor, Upstate Niagara, the second lowest price vendor, and Byrne, the third lowest price vendor. Two vendors (Guida-Seibert and Byrne) are utilized to the maximum of their capacity. Although Upstate Niagara had additional capacity, the DOE award to Byrne for Manhattan (representing 10% of the estimated volume) helps to mitigate the risk of a disruption of supply. Byrne's weighted average unit prices are less than 1% higher than Upstate Niagara's.

For distribution of milk, awards are recommended to the three vendors that provide the lowest total distribution cost to the DOE: Maramont, Bartlett and Cream-O-Land.

For the twelve months ending October 29, 2017, the total value of the contract based on FY '16 estimated quantities is \$25.6 million, an increase of \$6.2 million (32%) as compared with the current contract. For the school year ending in June 2017, the impact compared with the current contract is approximately \$4.9 million. A comparison of the emergency contracts' prices for supply with their equivalents under the current contract shows prices are higher by 9% to 29%. The emergency contracts' prices for distribution are higher by 55% to 81%. A number of factors explain the higher prices, including:

- The term of this contract is one year and the supply and distribution vendors have less time to recover the start-up costs as opposed to the longer term of the current contract.
- The prices for supply under the emergency contracts include the cost of delivery to the metro New York City area, though not to the schools themselves (which will be performed by the distribution vendors). Therefore, we would expect the emergency supply prices to be higher.
- While awarding to multiple vendors for both supply and distribution eliminates the dependency on one vendor, there are undoubtedly lost economies of scale.

Therefore, in light of the fact that there is a greater expense associated with the emergency contracts for the reasons enumerated above, and based on the still competitive nature of the process, these prices can be determined to be fair and reasonable.

A new procurement is planned so that new contracts will be in place at the expiration of these emergency contracts.

VENDOR RESPONSIBILITY

Vendors and their principal owners were subject to a comprehensive background check and noteworthy information was identified for the following vendors:

Cream-O-Land Dairies, LLC

Information was uncovered regarding Cream-O-Land Dairies, LLC's affiliate, Cream-O-Land Dairy, Inc. The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) found that Cream-O-Land Dairy, Inc. used a hiring process that discriminated against women, African Americans and Asian Americans who applied for warehouse positions at the company's dairy plant in Florence, New Jersey, during 2010 and 2011. Cream-O-Land Dairy, Inc. paid \$324,288 in back wages, interest and benefits to the rejected applicants. The company also agreed to make 24 job offers to the affected class members and to undertake extensive self-monitoring measures, including committing a minimum of \$10,000 for training to ensure that all of its hiring processes comply with the law. Cream-O-Land Dairy, Inc. continues to remain in good standing with OFCCP and has obtained additional federal contracts since this matter.

In light of the resolution of this matter, the DOE does not believe this precludes a determination that the vendor is responsible. Accordingly, the vendor is determined to be responsible.

Bartlett Dairy, Inc. (Bartlett)

In 2014, the New York City Comptroller (Comptroller) released an audit of the Department of Education's (DOE) controls over its award of milk distribution contracts to three vendors in 2008, including Bartlett. The Comptroller concluded that the DOE's controls over the award of these contracts were adequate. It offered recommendations for improvement of the review of vendor financial capacity and procedures for detecting the warning signs of possible collusion. The DOE's response demonstrated the depth of its review of the financial capacity of all three vendors and offered that in spite of one vendor's bankruptcy, the DOE saved over \$10 million by making the awards to these vendors. Additionally, the DOE rejected any conclusion that the facts and circumstances related to these awards demonstrate a lack of adequate procedures for detecting collusion. While rejecting the Comptroller's analysis and findings, the DOE's response to the recommendations was that it either was already doing what was being recommended and/or would abide. It is noteworthy that the Comptroller referred this matter to the US Department of Justice (DOJ) for further investigation and a grand jury subpoena was issued to determine whether any anti-trust behavior was exhibited by Bartlett or the other awardees. The investigation was closed on April 1, 2015 without any findings of misconduct against Bartlett.

Additionally, Bartlett had been the sole vendor providing milk to the DOE under the prior contract. Its milk supplier was Elmhurst Dairies, the sole milk production facility in NYC. Elmhurst revealed it was going out of business, creating the need for the emergency declaration for milk supply and distribution. Bartlett has agreed to perform under its contract through the end of October, when Elmhurst will cease operations.

As the DOJ investigation confirmed the DOE's belief in the integrity of its 2008 milk procurement and Bartlett's agreement to perform through October, the vendor is determined to be responsible.

The Maramont Corporation (Maramont)

- In 2009, the DOE became aware of an investigation that was conducted by the Securities and Exchange Commission (SEC) and the United States Department of Justice involving the former Chief Financial Officer (CFO) of Maramont, who while working as a manager for another company, American Italian Pasta Company (AIPC), allegedly was involved in conspiring to engage in various fraudulent accounting practices, which included overstating earnings and concealing AIPC's actual financial condition from stockholders, from 2002-2004. While these charges were pending, this individual was hired by Maramont as their CFO. Maramont stated that they were aware of the pending charges at the time of the hire. At the conclusion of the investigation and trial, AIPC paid a \$7.5 million penalty and in September of 2008, the former CFO pled guilty to conspiring to engage in various fraudulent accounting practices that concealed the entity's true financial condition in order to deprive holders of the stock and their right to honest services. The SEC also filed a civil suit against the entity resulting in a fine of approximately \$100,000. According to the CEO of Maramont, after being convicted of the above-mentioned charges, the former CFO ceased serving in that title, and as an officer of the company. However, he remained with the company, as the Chief Administrative Officer. He was essentially removed from all duties involving the finances of the company. He is presently still employed with Maramont.
- In 2007, a class action lawsuit was filed against Maramont to recover prevailing wages and supplemental benefits for work performed in furtherance of publicly financed service contracts. On June 6, 2014, summary judgment was granted against Maramont, awarding damages totaling \$86.8 million, plus 9% interest. On September 22, 2014, a restraining notice was issued garnishing payments to Maramont by the DOE. Maramont reports it is on a payment plan for this judgment with \$6,000,000 outstanding, as its payment plan that runs through December 2018.

Affiliate of Maramont, Preferred Meals Systems, Inc. (Preferred)

- In 2013, Preferred was investigated by the Inspector General for the Chicago Board of Education regarding benefits provided to government employees for preferential treatment. Following the investigation and substantiation of the allegations, the Chicago Public Schools District (CPSD) terminated the CPSD employees who were involved in wrongdoing, and Preferred terminated its involved employees. Maramont advised further that Preferred continued to do business with CPS though the end of its existing contracts.

Since the adverse finding uncovered in 2009, Maramont has been awarded contracts by the City of Philadelphia, Jersey City and the New York City Housing Authority. Further, the DOE has utilized Maramont's services for general food distribution for many years and Maramont has performed satisfactorily.

As the above-referenced matters have been resolved satisfactorily, in light of the size of the vendor, which has approximately 1,800 employees and generated approximately \$250 million in revenue in 2015, and in view of Maramont's satisfactory performance on other DOE contracts,

the DOE does not believe any of these matters preclude a determination that the vendor is responsible. Accordingly, the vendor is determined to be responsible.

Upstate Niagara Cooperative, Inc. (Upstate Niagara)

- In October 2008, a former truck driver commenced a lawsuit in the U.S. District Court for the Western District of New York against Upstate Niagara, alleging disability discrimination under the Americans with Disabilities Act (ADA) and the New York State Human Rights Law (NYS HRL). In March 2016, the plaintiff and Upstate Niagara, without any admission of liability or wrongdoing, and to avoid further expense, settled all issues for \$262,500. In exchange, the lawsuit was dismissed with prejudice, and Upstate Niagara received a comprehensive waiver and release, with confidentiality, and non-disparagement clauses from the plaintiff.
- Since 2006, Upstate Niagara has had approximately 56 U.S. Department of Labor Occupational Safety and Health Administration (OSHA) violations; several of the violations were classified as serious, resulting in fines ranging from \$1,000 - \$38,500 for each individual violation. All violations have been resolved and closed.
 - An April 2012 news article reported on 12 of the violations included within the 56 cited above. The article noted that Upstate Niagara was cited for 12 alleged violations of workplace safety standards at its Rochester production facility, and as a result, faced a total of \$200,300 in proposed fines, which includes four repeat citations (after a 2009 OSHA inspection cited similar hazards at its Cheektowaga, New York plant) with a total of \$154,000 in proposed penalties, and eight serious violations totaling \$46,300 in proposed penalties. OSHA's Buffalo Area Office identified several deficiencies in Upstate Niagara's process safety management program (PSMP), a detailed set of requirements and procedures employers must follow to proactively address the hazards associated with processes and equipment that involve large amounts of hazardous chemicals. The chemical in question was used in the plant's refrigeration system. OSHA found that the plant's process hazard analysis did not address all hazards, the plant lacked a system to ensure the recommendations by the process analysis team are resolved and documented in a timely manner, operating procedures were not reviewed as often as necessary, and the PSMP lacked written procedures to maintain the mechanical integrity of refrigeration equipment. Upstate Niagara stated that since this inspection, they have hired compliance management employees who have reorganized their systems to ensure compliance with applicable laws and regulations. Upstate Niagara developed a full PSMP that reviews the chemical hazards in the facility and proactively addresses them. In addition, Upstate Niagara now uses third party audits from industry experts, Hazard Evaluations Inc., who has hired a former OSHA officer to ensure their compliance. The citations from this inspection were closed on July 23, 2013 to the satisfaction of OSHA. Since 2013, Upstate Niagara has received only five violations with \$5,100 in proposed penalties, which have been resolved and closed as of July 25, 2014.
- Upstate Niagara formerly was known by the name Upstate Milk Cooperatives, Inc. (Upstate Milk), and was investigated by the Department of Justice in relation to a milk bid-rigging conspiracy from the mid-1980s – early 1990s. On September 15, 1993, Upstate Milk pleaded guilty and was fined \$975,000. The vendor stated that

the individual responsible was a rogue employee. Due to this incident, in 1993, Upstate Niagara instituted anti-trust training for all sales employees and implemented numerous procedures to ensure compliance with anti-trust and bid-rigging laws.

Subsidiary, Valley Farms Dairy LLC

Schneider Valley Farms, Inc. is a milk plant purchased by the subsidiary Valley Farms Dairy, LLC. Schneider Valley Farms, Inc. has had four OSHA violations since 2015, which all are resolved and closed as of 06/29/2015, with one resulting in a \$7,000 fine.

Subsidiary, O-AT-KA Milk Products Cooperative, Inc. (O-AT-KA)

O-AT-KA Milk Products Cooperative, Inc. was cited seven times by the New York State Department of Environmental Conservation, for unauthorized discharge from 8/18/13-4/30/14. This resulted in a consent order being issued, which stipulated that O-AT-KA pay a fine of \$30,000. O-AT-KA was also required to fulfill several compliance requirements. O-AT-KA confirmed that it has paid the fine and fulfilled all compliance requirements.

As all the matters have been satisfactorily resolved and in light of the size of Upstate Niagara, which in 2015 had approximately \$618 million in revenue, approximately 700 employees, and five sites, the DOE does not believe the number and nature of the above matters are unusual. Accordingly, the DOE has determined that the vendor is responsible.

The Guida-Seibert Dairy Company (Guida-Seibert)

- In September 2016, the U.S. Department of Labor Occupational Safety and Health Administration (OSHA) investigated an employee complaint alleging that he received chemical burns while working without required personal protection equipment (PPE). While the employee's account of the incident was corroborated by a co-worker, a doctor who examined the employee concluded that the employee's account of the incident was not consistent with the physical injury he suffered. An investigation by Guida-Seibert determined that the employee acted contrary to standard operating procedure by not wearing required PPE. The OSHA investigation is still ongoing.
- In August 2016, OSHA conducted a rapid response investigation after an employee was injured when caught between a stack of milk cases and a load bar. The corresponding investigation was closed with no violations or fines.
- In November 2015 the Connecticut Department of Energy and Environmental Protection (DEEP) issued a notice of violation to Guida-Seibert because a wastewater sample was not processed by their third party commercial testing lab before it was discarded. Guida-Seibert advised that a clerical oversight prevented them from detecting the error and that a new chain of custody system was subsequently developed to ensure that samples are processed, and records of testing are maintained for all sampling mandated under their permit.
- In March 2015, OSHA conducted a rapid response investigation after an employee fell off a ladder and broke their wrist. The investigation was closed with no violations or fines.
- In August 2014, the Environmental Protection Agency (EPA) conducted a routine unannounced inspection of Guida-Seibert's facility to examine its Process Safety Management (PSM) and Risk Management Plan (RMP). In April 2015, the EPA sent Guida-Seibert an inspection report stating several concerns with Guida-Seibert's

PSM and RMP. Guida-Seibert advised that it submitted a formal response to the inspection report and a hearing was held to review the matter in April 2016. This matter is still pending EPA's final review of Guida-Seibert's response and no data or anticipated date for this review has been provided by the EPA.

- In May 2014, OSHA conducted an investigation of a forklift accident that occurred at Guida-Seibert's facility. The investigation initially resulted in three OSHA violations, with fines totaling \$11,518. As per a settlement agreement with OSHA, one of the violations was removed and the fine was reduced to \$3,250. A search of OSHA's records confirms that the matter has been resolved as of September 21, 2015.
- Since June 2014, Guida-Seibert has been the subject of three investigations by the Equal Employment Opportunity Commission (EEOC) and the Connecticut Commission on Human Rights and Opportunities (CCHRO), involving discrimination. Two of the investigations were closed in 2015 and 2016 respectively. The 2015 case was closed with a settlement and the 2016 case was closed by the EEOC, due to the charging party pursuing their claim in another forum. One case is still pending.
- In October 2013 the Connecticut Department of Energy and Environmental Protection (DEEP) issued a notice of violation to Guida-Seibert regarding failures of its pH control system which caused the vendor to exceed its permit allowance of waste water in their discharge system. Guida-Seibert advised that they have made significant upgrades to the controls and physical elements of the pH control system and has not reported any additional issues since the upgrades were completed. The violation is still open and pending.
- In March 2007, six Connecticut students were sickened after drinking milk contaminated with sanitizer. Guida-Seibert performed a voluntary recall that involved 11 contaminated cases of Guida-Seibert label chocolate low-fat milk half-pint containers. The FDA determined this to be caused by human error in the processing of the milk and accepted Guida-Seibert's corrective action report and closed the case. Since this incident, Guida-Seibert has become safe quality foods certified.
- In 2005, a former employee filed complaints of discrimination against Guida-Seibert, formerly known as Guida's Milk & Ice Cream, with the CCHRO and the EEOC. After receiving a right to sue notice, the former employee sued in the U.S. District Court of Connecticut alleging that Guida violated his civil rights by allowing co-workers and supervisors to repeatedly harass him, not promoting him, falsely accusing him of wrongdoing, and subjecting him to physical violence. Guida-Seibert advised that the lawsuit was settled out of court with no admittance of wrongdoing by either party in January 2006.
- Finally, in 1993, Guida-Seibert was investigated by the Connecticut Attorney General's office and the U.S. Department of Justice in connection with allegations of criminal antitrust, price-fixing, and bid rigging. In December 1993, Guida-Seibert plead guilty to the charges of bid rigging, and, in March 1994, along with its former president, was convicted of price fixing milk contracts to public schools in various towns in Connecticut from 1980 through June 1990. Guida-Seibert was ordered to pay a criminal fine of \$850,000, and a special assessment of \$200, and was sentenced to five years of probation with respect to anti-trust compliance. Guida-Seibert's former president was ordered to pay a criminal fine of \$160,000, a special

assessment of \$50, was sentenced to 60 days home confinement and five years' probation. In addition, Guida-Seibert and the former president entered into a settlement agreement directly with the State of Connecticut for \$500,000 in restitution to 19 Connecticut school districts. Guida-Seibert fully cooperated with Federal and State authorities and encouraged the former president to cooperate with authorities as well. None of the officers of the company employed at that time are currently employed with the company. Since the incident, Guida-Seibert established a compliance program, which includes Antitrust Compliance Guidelines distributed to all executive, sales management, sales, and credit employees. The anti-trust compliance training that was instituted has continued since their acquisition in February 2012, by their parent, Dairy Farmers of America, Inc. (DFA). Since this incident, the Connecticut Department of Education confirmed that they still conduct business with Guida-Seibert.

Parent of Guida-Seibert, Dairy Farmers of America (DFA)

- In June 2015, a former employee on a DFA member farm in Colorado was actually undercover for Mercy for Animals (MFA). The former employee filed a complaint of animal cruelty with the Sheriff's department and shared with them a video she took depicting abuse. DFA advised that all employees in the video have been disciplined, and some were terminated for concerns about their performance and treatment of the animals prior to the owners' knowledge of the video. DFA and the member farm involved continue to cooperate with law enforcement in the investigation of the matter. DFA also advised no legal action has been taken against DFA nor the DFA member farm involved.
- On March 28, 2011, the Pennsylvania Human Relations Commission (PHRC) investigated a former female employee's claim of discrimination when she was unfairly fired for fighting because two other male employees received a three-day suspension for fighting. The PHRC issued a final order against DFA ruling in the employees' favor and she was awarded back-pay and was reinstated.
- Since 2011, DFA has received 18 OSHA violations resulting in fines ranging from \$375 to \$18,000 for each individual violation. DFA disclosed, and a search on OSHA's website confirmed, that all violations have been resolved and closed.
- In 2008, a former employee filed a discrimination charge with the EEOC after being fired from the DFA. After EEOC issued a letter advising the right to sue, the former employee filed a lawsuit against DFA in the District Court for the Western District of Pennsylvania alleging gender discrimination and retaliation. DFA disclosed that the parties agreed to settle the claim without admitting any liability for \$5,000 in November 2008.
- In June 2006, a wrongful death civil lawsuit was filed against DFA in Howell County Circuit Court by the family of a couple killed in a collision with a milk tanker trailer. DFA advised that the case settled for \$3,575,000 in June 2006, and provided a copy of the settlement agreement.
- Since the 1970s, DFA, formerly known as Mid-America Dairymen, and their subsidiaries have been involved in several antitrust lawsuits brought by the Department of Justice, dairy farmers, and consumers. In the majority of the lawsuits brought against DFA and or their subsidiaries, a settlement agreement was reached

with the plaintiffs ranging in settlement amounts from \$3.5 million to \$140 million. Some of the settlement agreements had additional terms of divestiture of entities and antitrust compliance guidelines prohibiting certain conduct to preserve a fair competitive market. However, DFA is still involved in a pending 2007 antitrust case set for trial in 2017.

Affiliate, of Guida-Seibert, Kemps, LLC.

The following matters were disclosed in parent company, DFA's, VENDEX:

In September 2014, the Environmental Protection Agency issued a press release announcing Kemps, LLC has agreed to pay a civil penalty of \$57,000 to resolve Clean Air Act violations associated with the company's failure to submit a risk management plan at a North Dakota facility. Parent company, DFA advised that all matters and obligations involving the Environmental Protection Agency have been resolved and satisfied, and the matter is closed.

In light of the size of the prime vendor, which in 2015 had approximately \$150 million in revenue and approximately 200 employees, and the parent company, which in 2015, had approximately \$14 billion in revenue and approximately 6,000 employees (inclusive of the prime vendor), the resolution of the above matters and the ongoing efforts to address those that remain open, the DOE does not believe any of these matters preclude a determination that vendor is responsible. Accordingly, the vendor is determined to be responsible.

Byrne Dairy, Inc.

Byrne Dairy, Inc. and its principal owners and officers were subject to a full comprehensive background check and no significant adverse information was found. Therefore, the vendor has been determined to be responsible.



**Department of
Education**

Carmen Fariña, Chancellor

**DECLARATION PURSUANT TO EDUCATION LAW SECTION 2590-g(9)
CONCERNING EMERGENCY PROCUREMENTS**

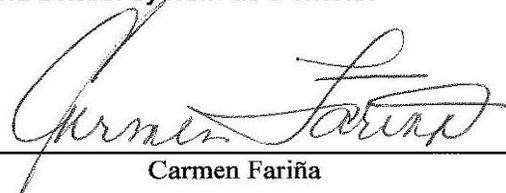
I, Carmen Fariña, Chancellor of the New York City Department of Education ("Department") pursuant to Section 2590-g (9) of the New York State Education Law, do hereby determine that immediate implementation of contracts with Upstate Niagara Cooperative, Inc., Byrne Dairy, Inc., and Guida-Siebert Dairy Company ("Milk Supply Contractors"), and Bartlett Dairy, Inc., Cream-O-Land Dairies, LLC, and the Maramont Corporation ("Milk Delivery Contractors"), all dated as of October 31, 2016 is necessary for the preservation of a necessary service for the general welfare of Department students. This emergency declaration shall be effective as of October 31, 2016 until October 29, 2017. The Department will submit the contracts to the Panel for Education Policy (the "Panel") for approval within sixty days of this declaration.

Bartlett Dairy, Inc. ("Bartlett") was awarded a contract, through a Request for Bids, to supply and to distribute milk products to New York City public school cafeterias for the Breakfast and Lunch SchoolFood Program. However, Bartlett recently informed the Department that it can no longer fulfill its contract obligations because its supplier, Elmhurst Dairy, Inc. ("Elmhurst"), is closing imminently, it cannot secure an alternative milk supplier(s) at similar prices, and it will be compelled to relocate its back offices and operations (which have been located on Elmhurst's site). This circumstance has created an emergency situation, in which the Department will be prevented from providing necessary milk products as part of the breakfast and lunch program to public school children to ensure their health, welfare and safety. Accordingly, the Executive Director of the Division of Contracts and Purchasing declared an emergency procurement to enter into contracts with the Milk Supply Contractors and the Milk Delivery Contractors, which include the firms named above. The estimated pricing for each of the Milk Supply Contractors and the Milk Delivery Contractors is summarized in Exhibit 1. The Department contacted eight (8) suppliers and eighteen (18) distributors to acquire the necessary milk products and received pricing from five (5) suppliers and five (5) distributors. In light of the competition and the emergency situation, pricing for the Milk Supply Contractors and the Milk Delivery Contractors has been determined to be fair and reasonable.

Recognizing that emergency circumstances will sometimes require the Department to act before there has been enough time to circulate a proposed action for comment, and before the Panel has an opportunity to vote on a matter, Section 2590-g(9) of the Education Law authorizes me to take action on an emergency basis, upon my determination that immediate adoption of any item requiring the Panel's approval is necessary for the preservation of student general welfare and that compliance with provisions relating to public comment and the Panel's approval would be contrary to the public interest. In accordance with this provision, I have determined that it is necessary to implement the contracts described herein prior to Panel approval.

Pursuant to Education Law Section 2590-g(9), I hereby determine that the contracts identified herein must be implemented immediately to ensure that the Department is able to continue to provide fresh milk to students at Department schools, and thus to ensure the provision of a necessary service for the general welfare of the students and school system as a whole.

Dated: New York, NY
October 13, 2016



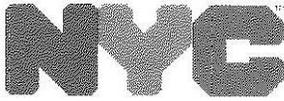
Carmen Fariña

Office of the Chancellor • 52 Chambers Street • Room 320 • New York, NY 10007
Telephone: 212-374-0200 Fax: 212-374-5588

Exhibit 1

Name of Vendor Supplying Milk Products	Estimated Annual Dollar Amount
Upstate Niagara Cooperative, Inc.	\$5,557,710
Byrne Dairy, Inc.	\$1,737,461
The Guida-Siebert Dairy Company	\$8,799,796

Name of Vendor Distributing Milk Products to NYC DOE Schools	Geographic Areas	Estimated Annual Dollar Amount
Bartlett Dairy, Inc.	Queens & Staten Island	\$3,126,430
Cream-O-Land Dairies, LLC	Bronx, Brooklyn 1, Brooklyn 2 and Manhattan District 6 only	\$5,378,345
The Maramont Corporation	Manhattan Districts 1-5	\$971,137



Department of
Education

65 Court Street, 12th Floor
Brooklyn, New York 11201

Client Services: 718-935-5000
Vendor Hotline: 718-935-2300
<http://schools.nyc.gov/DCP>

David N. Ross
Executive Director
Contracts and Purchasing

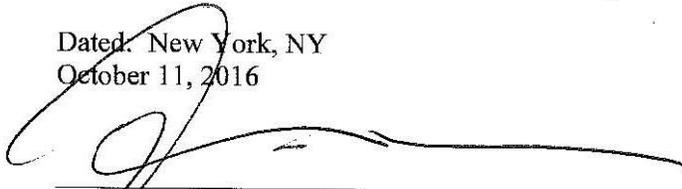
**DECLARATION CONCERNING EMERGENCY PROCUREMENT OF
MILK PRODUCTS FOR THE NEW YORK CITY SCHOOL BREAKFAST
AND LUNCH PROGRAM**

I, David N. Ross, Executive Director for the Division of Contracts and Purchasing of the New York City Department of Education ("Department") hereby determine that, pursuant to Section 3-09 of the Procurement Policy and Procedures, the following contracts for the supply and distribution of milk products to New York City school cafeterias participating in the Breakfast and Lunch Program be awarded on an emergency basis to ensure the SchoolFood Program continues to receive milk as an essential part of breakfast and lunch for children. These emergency contracts will enable children to continue to receive nutritious breakfast and lunch in schools on a daily basis. This is necessary for the preservation of the health and general welfare of the children. This emergency shall be effective as of Monday, October 31, 2016 through the expiration of the contract Sunday, October 29, 2017.

Bartlett Dairy, Inc. (Bartlett) was awarded a contract, through a Request for Bids, to supply and to distribute milk products to New York City public schools cafeterias for the Breakfast and Lunch SchoolFood Program. However, Bartlett recently informed the Department that it can no longer fulfill its contract obligations because its supplier, Elmhurst Dairy, Inc. ("Elmhurst"), is closing imminently, it cannot secure an alternative milk supplier(s) at similar prices, and it will be compelled to relocate its back offices and operations (which have been located on Elmhurst's site).

This circumstance has created an emergency situation in which the Department will be prevented from providing necessary milk products as part of the breakfast and lunch program to public school children to ensure the health, welfare and safety of the children. As a result, the Department contacted 8 suppliers and 18 distributors to acquire the necessary milk products. The Department received pricing from 5 suppliers and 5 distributors. Given the competition and the emergency situation, prices have been determined to be fair and reasonable. Accordingly, this declaration will allow for the award of contracts to Upstate Niagara Cooperative, Inc., Byrne Dairy, Inc., and Guida-Seibert Dairy Company for the supply of milk products to distributors who will in-turn deliver to New York City schools. This declaration also allows for the award of contracts to Bartlett, the Maramont Corporation, and Cream-O-Land Dairies, LLC, for the distribution of milk products to New York City schools.

Dated: New York, NY
October 11, 2016



David N. Ross
Executive Director
Division of Contracts and Purchasing

Name of Vendor Supplying Milk Products	Estimated Annual Dollar Amount
Upstate Niagara Cooperative, Inc.	\$5,557,710
Byrne Dairy, Inc.	\$1,737,461
The Guida-Siebert Dairy Company	\$8,799,796

Name of Vendor Distributing Milk Products to NYC DOE Schools	Geographic Areas	Estimated Annual Dollar Amount
Bartlett Dairy, Inc.	Queens & Staten Island	\$3,126,430
Cream-O-Land Dairies, LLC	Bronx, Brooklyn 1, Brooklyn 2 and Manhattan District 6 only	\$5,378,345
The Maramont Corporation	Manhattan Districts 1-5	\$971,137

Technical Changes – Current Meeting

Item 9: The Request for Authorization notes that the contract for this item is not retroactive. The Request for Authorization should note that the contract is retroactive.