Contracts Agenda for the Meeting of the Panel for Educational Policy - Wednesday, October 19, 2016

Request for Proposals				
Description	**Estimated Highest Annual Spending**	**Estimated Total Spending**	**Contract Term**	**Agenda Item**
WITHDRAWN - Full Day Universal Prekindergarten Services for four year olds commencing 2016-2017 (Educational Continuity)	-	-	-	1
WITHDRAWN - Full Day Universal PreKindergarten Services for four year olds commencing 2016-2017 (Zip Codes)	-	-	-	2
Half day Universal Prekindergarten Services for four year olds, 2016-2019	$372,909.84	$1,118,972.52	3 Years	3
WITHDRAWN - Half day Universal Prekindergarden services for four year olds commencing 2016-2017	-	-	-	4

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 and visual arts and parent engagement (RA22).	$100,000	$500,000	5 Years	5
Evaluation services to assess the effectiveness of a variety of educational programs including instructional support, staff development, conflict resolution, and student services (RA #3)	$30,000	$150,000	5 Years	6
Literacy professional development services (RA12).	$30,000	$150,000	5 Years	7
Math professional development services for teachers, leaders, coaches, administrators and support staff (RA12)	$30,000	$150,000	5 Years	8
Professional development and direct student services for teaching elementary, middle, and high school sciences and STEM (science, technology, engineering and math) education (RA9).	$30,000	$150,000	5 Years	9
Professional development services in special education (RA9).	$30,000	$150,000	5 Years	10
Student support services (RA23)	$30,000	$150,000	5 Years	11

Competitive Sealed Bid				
Description	**Estimated Highest Annual Spending**	**Estimated Total Spending**	**Contract Term**	**Agenda Item**
Labor and materials to locate and safely remove plumbing blockages	$269,260	$1,346,300	5 Years	12
Purchase of area carpets for everyday use in schools.	$564,557.70	$2,822,788.50	5 Years	13
WITHDRAWN - Repair and maintenance services for cafeteria and kitchen equipment	-	-	-	14

Negotiated Services				
Description	**Estimated Highest Annual Spending**	**Estimated Total Spending**	**Contract Term**	**Agenda Item**
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 for nine schools originally funded through an NYSED grant initiative.	$1,000,002	$1,000,002	1 Year	15

Amendment				
Description	**Estimated Highest Annual Spending**	**Estimated Total Spending**	**Contract Term**	**Agenda Item**
Amendment to the United Way contract for AIDP to enable support of summer school	$688,000	$1,376,000	2 Years	16

Extension 4-07(b)				
Description	**Estimated Highest Annual Spending**	**Estimated Total Spending**	**Contract Term**	**Agenda Item**
WITHDRAWN - Civil engineering services for school buildings	-	-	-	17

Listing Application Text Books				
Description	**Estimated Highest Annual Spending**	**Estimated Total Spending**	**Contract Term**	**Agenda Item**
Textbooks and ancillary materials	$800,000	$5,600,000	7 Years	18
Textbooks and ancillary materials	$306,000	$2,142,000	7 Years	19
Textbooks and ancillary materials	$28,000	$196,000	7 Years	20
Textbooks and ancillary materials	$135,500	$948,500	7 Years	21

Agenda Item 22 was omitted

Listing Application Assessment Materials				
Description	**Estimated Highest Annual Spending**	**Estimated Total Spending**	**Contract Term**	**Agenda Item**
Assessment materials for English language learners	$50,000	$150,000	3 Years	23

Emergency				
Description	**Estimated Highest Annual Spending**	**Estimated Total Spending**	**Contract Term**	**Agenda Item**
WITHDRAWN - Emergency procurement of milk products for distribution to the school breakfast and lunch program	-	-	-	24

Technical Changes

WITHDRAWN

WITHDRAWN

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
$372,990.84 / $1,118,972.52	New York State Education Department (NYSED), Tax Levy	Three Years	Options to Extend for Two 1-Year Periods or One 2-Year Period	$745,981.68	Request for Proposals (RFP)	Yes	Requirements

Vendor Name & Address	See attached table.

Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Shanny Spraus-Reinhardt 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 program, 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 2 vendors recommended for award of half-day programs at 2 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 on the chart below and their principal owners and officers were subject to a comprehensive background check and have been determined to be responsible. Noteworthy information was found for the following entities:

- Yeled V'Yalda Early Childhood Center Inc. (YVECC)
  A December 31, 2015 New York State Comptroller's (NYS Comptroller) audit of YVECC 's reimbursable costs for its New York State Special Education Itinerant Teacher (SEIT) program found that YVECC claimed close to $3 million in ineligible expenses for reimbursement over a three year fiscal period ending June 30, 2014. The NYS Comptroller recommended that the New York State Education Department (NYSED) review the audit's recommended disallowances and recoup the money through adjustments to YVECC's reimbursement rates. NYSED has yet to complete its review and reset the reimbursement rate. Once NYSED does so, the DOE will use the revised rate to determine the amount that needs to be recovered from the vendor.

  The NYS Comptroller recommended that in addition to reviewing the disallowances with an eye towards making appropriate adjustments to YVECC's reimbursement rate, NYSED should work with the vendor to ensure its compliance with the requirements for documenting program-related, allowance expenses as governed by NYSED's Reimbursable Cost Manual. NYSED has advised the NYS Comptroller that it will continue to provide assistance when requested and will recommend that YVECC officials avail themselves of such opportunities, including training.

  The current contract to be awarded to YVECC is not cost reimbursable. Moreover, NYSED has not yet adjusted the reimbursement rate and as such, the DOE cannot determine the amount to be recovered. Accordingly, and in light of the recommendation that the vendor receive guidance regarding future allocations of its costs, the DOE does not believe this matter precludes a determination that the vendor is responsible.

- Yeshiva & Mesivta Torah Temimah, Inc. (YMTT)
  The DOE found several news articles from 2007 and 2008 regarding criminal charges brought against a former YMTT teacher and civil charges filed against the school as a result of alleged sexual abuse. YMTT has maintained that the school's administration was unaware of the allegations prior to the lawsuits and charges, and subsequently conducted an internal investigation, which found no credible evidence of sexual abuse nor that administration or staff knew, or should have known that sexual abuse was occurring. No criminal charges were brought against the school or any of its administrators. Two of the civil lawsuits were dismissed and two were settled without any admission of liability by YMTT.Additionally, YMTT disclosed that the person accused has not worked for YMTT since August 2006 and has not been on the premises since the end of his employment. Moreover, the charges against the individual were not substantiated. He ultimately pled guilty to two counts of misdemeanor endangering the

welfare of the child with a sentence of probation, but did not admit any sexual misconduct and was not required to register on the sex offender registry.

Subsequent to these articles in 2008, the DOE contacted YMTT regarding the alleged sexual abuse. In addition to disclosing the information above, YMTT agreed to undertake additional measures to assure the safety of its students including background checks on all new hires, training sessions for the staff and parents regarding sexual abuse, modification of doors with transparent glass, a 311 hotline to allow parents and students to make complaints on any school staff, a parent committee for lodging confidential complaints against teachers and administrators, consultation with outside experts on practices and procedures and inclusion of YMTT has affirmed that these additional safety measures remain in place. In addition, YMTT has committed to providing parents with contact information for the NYS Child Protective Services child abuse hotline. In that no criminal charges were brought against YMTT or any of its administrators, the allegations were unsubstantiated against the individual charged and the vendor instituted measures to ensure the safety of students, the DOE believes this does not preclude a determination that the vendor is responsible. Moreover, the YMTT has received a satisfactory performance evaluation from the DOE on its existing contracts for UPK services. Accordingly, the vendor is 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
Yeled V'Yalda Early Childhood Center Inc.	15	KBGI	K	11218	60	$ 3,820.00	$ 229,200.00	$ -	$ -	$ 229,200.00	$ 687,600.00
Yeshiva & Mesiva Torah Temimah, Inc.	22	KAMW	K	11217	36	$ 3,994.19	$ 143,790.84	$ -	$ -	$ 143,790.84	$ 431,372.52

WITHDRAWN

REQUEST FOR AUTHORIZATION (RA#22) FOR ARTS EDUCATION SERVICES (MTAC R0891)

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

Vendor Names & Addresses	See Table B below.

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 the disciplines of dance, music, theater, and the visual arts. Services will be provided at the discretion of each participating school or central office operating on behalf of a school or consortium of schools.

DISCUSSION

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 (NYSLS) 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 NYSLS 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 114 proposers and three are recommended in this RA.

Amas Musical Theatre's workshops allow students in grades 4-12 to write, direct, and perform in a theatrical production that incorporates their research in the areas of social studies and literacy. Amas's Broadway Challenge workshop provides students the opportunity to perform popular Broadway show tunes and students create and star in original plays based on folktales from cultures around the world.

Visual Arts Research and Resource Center's offerings are steeped in the cultures of the African Diaspora and Caribbean and offer students in PreK to grade 12 the opportunity to develop a deeper understanding of dance, music, vocabulary, instrumentation, and art work while making historical connections to African and Caribbean heritage. Residency topics will include hip-hop and its African origins, folktales from Haiti, masquerade traditions of West Africa and the Caribbean, drumming, improvisation using historical narratives, and mural making.

The American Street Dance Theater provides custom-designed dance and theater instruction to students in K through grade 8, including those with special needs. Ballroom dances, such as tango, samba, and rumba, connect to social studies lessons exploring their countries of origin, cultures, and historical contexts. Students work partners to learn any dance a school may wish to connect to an area of study, including dance terminology. Theater instruction includes basic elements such as language, stage directions, emotions, expressions, movement, and vocal exercises and culminates in a performance for peers and parents.

The negotiated average hourly rates for the services recommended here range from $80 (American Street Dance Theater) to $165 (Amas Musical Theatre, Inc.). Negotiations resulted in an average savings of approximately 12 percent and have been determined to be fair and reasonable based on a comparison with hourly rates for similar services provided by vendors contracted under this solicitation.

Awarded Vendor	Proposed Average Hourly Rate	Negotiated Average Hourly Rate
Amas Musical Theatre, Inc.	$198	$165
American Street Dance Theatre Company, Inc.	$80	$80
Visual Arts Research and Resource Center Relating to the Caribbean, Inc. dba Caribbean Cultural Center	$104	$97

The estimated annual contract amounts for Amas Musical Theatre and Visual Arts Research are based on expenditures under previous contracts for similar services. For American Street Dance Theater, formerly known as J & F Dance, the estimated annual contract amount is based on expenditures under a prior contract for similar services.

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 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

Background checks on Amas Musical Theatre, American Street Dance Theatre Company and Visual Arts Research and Resource Center Relating to the Caribbean, Inc. dba Caribbean Cultural Center, included VENDEX, VCIP, the System for Award Management, Uniform Commercial Code, Workers Compensation Board, NYS Department of Labor, OSHA, and the NYS Charities Registry. No significant adverse information was revealed for any of these three vendors. Each of these vendors has therefore been determined to be responsible.

Vendor Names & Addresses	Components*	Estimated Annual / Total Amount
Amas Musical Theatre, Inc. 257 West 52nd Street, 5th floor New York, NY 10019	3-Theater	$30,000 / $150,000
American Street Dance Theatre Company, Inc. 188-22 Union Turnpike Flushing, NY 11366	1-Dance 3-Theater	$40,000 / $200,000
Visual Arts Research and Resource Center Relating to the Caribbean, Inc. dba Caribbean Cultural Center 1825 Park Avenue, #602 New York, NY 10035	1-Dance 2-Music 3-Theater 4-Visual Art	$30,000 / $150,000

***Component Services:**

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

REQUEST FOR AUTHORIZATION (RA #3) FOR SYSTEMWIDE PROGRAM EVALUATION SERVICES (MTAC R0995)

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

Vendor Name & Address	L&G Research and Evaluation Consulting, Inc. 65-53 77th Place Middle Village, NY 11379

Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Michelle Paladino Deputy Executive Director Division of Teaching & Learning	Morayo Tracey Oyemade Deputy Senior Executive Director Finance and Procurements Division of Teaching and Learning	Joy Gentolia Director Instructional Service Procurement

PURPOSE

Authorization is requested on behalf of the Division of Teaching and Learning to contract with L&G Research and Evaluation Consulting, Inc. (L&G) for systemwide program evaluation services. All services will be provided at the discretion of participating schools, central offices operating on behalf of schools, or consortiums of schools.

DISCUSSION

This is the third request for authorization for contracts recommended for award pursuant to a Multiple Task Award Contract (MTAC) solicitation seeking vendors to provide comprehensive evaluation services for various instructional programs and professional services, including needs assessments, logic models, surveys, focus groups, implementation evaluations, outcome evaluations, and data analysis summarized in written reports.

Schools, districts and DOE central and field offices implement various programs for instructional support, staff development, conflict resolution, and other types of pedagogical services. In order to determine the success and effectiveness of these programs, a qualitative evaluation must often be conducted.

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

There are currently five contracts for systemwide program evaluation services under a previous solicitation. Under these contracts, vendors provided services to schools and central/field offices, including the Division of Teaching and Learning, the Division of Early Childhood Education, the Bureau of Non-Public Schools, the Office of English Language Learners, and the Office of Safety and Youth Development.

Nineteen proposals received and evaluated by a minimum of three members drawn from a pool of nine evaluators consisting of program directors, including a former teacher and research

specialists. 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.

The committee recommended 17 of the vendors for contract award, of which five were named in the first RA, two were named in the second RA, and one is named here. Nine vendors are still undergoing price analysis and background checks.

L&G's evaluation services include literature reviews, evaluation plan development, focus groups, and interim and final reporting. The services consist of a three-step process for evaluating 21st Century Community Learning Center's after-school programs serving K through grade 12 at Title 1 school-wide project sites. The first step in L&G's evaluation process provides an evaluability assessment to obtain a consensus on measurable objectives and outcomes and to determine timeline and data collection procedures. The second step, implementation evaluation, is an ongoing effort to ensure that pacing and qualitative standards are sustained for data collection. The final step in L&G's evaluation process, the outcome evaluation, provides a measurement of the program's impact based on feedback that includes program information, site-visit observations, teacher surveys, and quality assessment tools.

L&G's average hourly pricing was negotiated from $117 per hour to $80 per hour for a 32 percent price improvement. L&G's pricing was determined to be fair and reasonable based on a comparison with hourly rates for like services by vendors contracted under similar solicitations.

L&G Research and Evaluation Consulting, Inc. is a new vendor with an estimated minimum amount for a requirements contract of $30,000.

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

Background checks on L&G Research and Evaluation Consulting, Inc., 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. The vendor has therefore been determined to be responsible.

REQUEST FOR AUTHORIZATION (RA #12) FOR LITERACY PROFESSIONAL DEVELOPMENT (MTAC R0996)

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

Vendor's Name & Address	Component(s)
Reading Venture One, LLC d/b/a Institute for Multi-Sensory Education 19720 Gerald Street Northville, MI 48167	1

Contract Manager	Lead Contracting Officer	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	Albert Hu Procurement Analyst Instructional Service Procurement

PURPOSE

Authorization is requested on behalf of the Division of Teaching and Learning to contract with Reading Venture One, LLC d/b/a Institute for Multi-Sensory Education (IMSE) to provide systemwide literacy 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 literacy 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 literacy 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 literacy.

Contracted vendors will provide high-quality, needs-based, and CCLS-aligned professional development and support instruction for teachers and other staff covering kindergarten through 12th grade. Services will focus on literacy content, pedagogy, citywide core curriculum programs, research, and best practices and will include institutes, workshops, seminars, coursework, conferences, walk-throughs, and intervisitations.

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

In response to the solicitation, vendors proposed for one or both of these focus areas: 1) Literacy Professional Development and 2) Literacy Consultants/Coaches.

Proposals were evaluated by a minimum of three evaluators. The evaluation committees included a principal, a teacher, senior instructional 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-nine (29) vendors were recommended for contract awards under previous RAs and one is recommended here.

The recommended vendors' services introduce shifts in pedagogy and provide direction on ways to use student data to inform instructional practices and improve student achievement. Professional development offerings will provide specific support to schools and teachers for implementing reading and other components of literacy instruction in ELA and content area classrooms, including foundational literacy skills. Program delivery methods include customized workshops, support, and coaching.

IMSE offers customized, on-site, in-depth training sessions and workshops that use the Orton-Gillingham methodology to guide educators in the teaching of reading, handwriting, and written expression as one body of knowledge. DOE participants are provided with two IMSE Orton-Gillingham program options: a Comprehensive 30-hour training for teachers who work with students at K-3 reading proficiency and an Advanced Continuum 24-hour training for those who work with students at grade 3-6 reading proficiency. At the conclusion of the trainings, teachers will have guidelines for creating weekly lesson plans to use with existing curriculum, monitoring progress, and administering assessments. Qualified participants receive IMSE certification and two graduate-level college credits, and those completing the Advanced Continuum receive certification and 1.5 graduate credits.

IMSE's pricing represents a 38 percent discount off its standard rates for the Comprehensive training, for a total cost per participant of $417. The cost per participant of $393 for the Advanced Continuum training reflects a 22 percent discount off IMSE's standard rates. While IMSE's pricing is higher than that of the other vendors in this category, the certifications and graduate-level college credit represent a unique service model. IMSE has provided in writing that the prices they offer are lower than prices offered to any other municipalities of similar size and scope as the Department of Education. The value of these factors and their discounts enable us to determine prices to be fair and reasonable.

The estimated annual contract amount for IMSE is based on the minimum amount for new vendors in Literacy Professional Development requirements contracts of $30,000.

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

Background checks including VENDEX, the Uniform Commercial Code, the Federal Tax Lien, and the System for Award Management identified no significant adverse information. IMSE has therefore been determined to be responsible to provide approved services.

REQUEST FOR AUTHORIZATION (RA#12) 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
$30,000 / $150,000	Tax Levy & Reimbursable Funds	Five Years	None	Multiple Task Award Contract (MTAC)	No	Requirements

Vendor's Name & Address	Component(s)
Houghton Mifflin Harcourt Publishing Company 222 Berkeley Street Boston, MA 02116	1, 2

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 Houghton Mifflin Harcourt Publishing Company (HMH) 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 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 vendors were recommended for contract awards under eleven previous RAs and one is recommended here.

Houghton Mifflin Harcourt offers an extensive menu of comprehensive, standards-aligned K-12 mathematics professional development and coaching programs designed to facilitate planning, enhance collaboration, implement coherent grade-level curricula, and improve teacher/administrator effectiveness and student outcomes. Programs are delivered on-site and are customized to meet the diverse needs of teachers, schools, and districts. Services include workshops, coaching, classroom observations, modeling of best math instructional practices, data analysis, webinars, and software supports. Programs also focus on "at-risk" student populations and struggling learners while emphasizing the relevant use of technology to engage participants in the classroom.

HMH's average program hourly rate of $300 was determined to be fair and reasonable based on a comparison of rates for like services by vendors contracted under this solicitation.

HMH's estimated annual amount was based on the amount for new vendors with a math professional development requirements contract of $30,000.

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 was conducted that included VENDEX, VCIP, the System for Award Management, Uniform Commercial Code, Workers Compensation Board, the NYS Department of Labor, OSHA, and the NYS Charities Registry.

Noteworthy information identified for vendor Houghton Mifflin Harcourt (HMH):

VENDEX contains a caution related to multiple investigations by various government entities including the US Department of Commerce, US Department of Labor's Office of Federal Contract Compliance Programs and the Office of the Inspector General of the Chicago Board Of Education.

- In 2009, Houghton Mifflin Harcourt Publishing Company (HMHPC) reached a settlement with the California Attorney General (AG) in order to resolve the AG'S concerns about potential competitive effects of the merger between Houghton Mifflin and Harcourt that occurred in December 2007. The US Department of Justice (Antitrust Division) had previously approved the merger unconditionally in December 2007. For the period of the decree, HMHPC agreed to cap price increases on its California specific student editions and workbooks for core K-8 programs

(reading/ language arts, science, math and social studies) adopted in the state of California, at no more that 4.25% per annum (compounded) until July 1, 2014.

- In early 2010 the Office of the Inspector General of the US Department of Commerce ("OIG") investigated a complaint alleging misconduct related to federal grants awarded to the Marine Mammal Care Center ("MMCC"), located in San Pedro, California. The mission of the MMCC is to rescue and rehabilitate marine animals, and to provide education concerning marine animals and it is in part funded by a trust established by HMH under a cooperation agreement between the Los Angeles Unified School District and HMH. HMH informs the DOE that it has heard nothing further of this matter since OIG agents visited the facility in March 2010.
- Between October 2010 and February 2012, the Office of the Inspector General ("OIG") of the Chicago Board Of Education ("Board") conducted an investigation into ethical concerns related to one of its former Chief Area Officers ("CAO"). The OIG issued a confidential report of its investigation to the Board, dated February 7, 2012, which recommended that the Board subject HMH to sanctions because it found that between 2008 and 2010, HMH had improperly given $12,017 worth of benefits, in the form of a scholarship and meals, to the CAO and her staff in efforts to influence her purchasing decisions. This matter was settled on August 27, 2014 with no attribution of Code of Ethics violations by HMH and the requirements that HMH reimburse the Board $260,000, retain an independent monitor and train employees to ensure compliance with Board ethics policies.
- In 2015, it was reported that a Chicago public schools official pleaded guilty to fraud for illegally steering $23 million in no-bid contracts to education firms for $2.3 million in kickbacks and bribes. Authorities also believe this individual, while previously employed by the Detroit public schools, may have steered a $40 million book deal to HMH. HMH denies that its conduct was inappropriate or unlawful and advises that, to date, no charges have been filed against the company or any employee. DOE contacted the Detroit school district in April 2016 and was advised that there is an ongoing investigation but no charges have been filed. The DOE also contacted the Detroit District Attorney and no information was provided.

In addition to the above, the DOE is aware of the following:

In 2008, the Department of Justice (DOJ) announced that it would require Cengage Learning (Cengage) to divest assets related to textbooks and educational materials used in 14 college level courses in order to proceed with Cengage's proposed $750 million acquisition of HMH's College Division (HM College). The DOJ's Antitrust Division filed a lawsuit to block the proposed transaction. On September 9, 2008, Final Judgment was entered against Cengage requiring certain divestitures and appointment of a trustee in connection with this matter.

Finally, the DOE is aware that HMH emerged from its second Chapter 11 bankruptcy on January 25, 2013. The bankruptcy/restructuring allowed the vendor to remove $3.1 billion in debt from its books. The move was started in May 2012 and completed in January 2013. Previously, the company had gone through a restructuring that began in 2003 and was completed in 2006.

In light of the size of HMH, which generated $1.4 billion in total sales for 2015, and the manner in which these matters have been resolved, the DOE does not believe they preclude a determination that the vendor is responsible.

REQUEST FOR AUTHORIZATION (RA#9) FOR SCIENCE PROFESSIONAL DEVELOPMENT AND STEM EDUCATION SERVICES (MTAC R1033)

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

Vendor's Name & Address	Component(s)
New York University 665 Broadway, Suite 801 New York, NY 10012-2331	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 New York University (NYU) for science professional development and direct student services for STEM (science, technology, engineering, and math) education. All services will be provided at the discretion of participating schools, central offices operating on behalf of schools, or consortiums of schools.

DISCUSSION

To prepare young people for postsecondary STEM opportunities and to equip students with the skills needed for 21st-century careers, the DOE must increase content understanding via professional development and direct student services in life sciences, earth/space sciences, physical sciences, computer science, and engineering at all grade levels.

Services will include developing and providing programs to strengthen science teaching, promoting and reinforcing science knowledge, and building schools' capacity to support students pursuing careers in STEM fields. Students will be provided with opportunities to interact directly with the natural world, develop the skills they need to explain the world that surrounds them, practice problem-solving skills, develop positive science and engineering design attitudes, learn new science and engineering content, and increase their scientific and engineering literacy.

Vendors proposed for one or more of the following focus areas: 1) Educator Professional Development and Capacity Building, 2) Direct Services to Students, 3) Family Engagement and Enrichment Services for Parent and School Community Groups, and 4) Coordination and Facilitation of Science and STEM Fairs/Expos and Student Competitions.

Proposals were evaluated by a committee consisting of teachers, program directors, and science and technology instructional specialists. 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.

Eighteen vendors were recommended for contract awards under eight previous RAs and one is recommended here.

New York University (NYU) offers customized research-based STEM professional development programs to elementary, middle, and high school teachers through its Tandon School of Engineering and Center for K-12 STEM Education. Services are designed to enhance the ability of New York City schools and teachers to implement engaging, hands-on lessons and activities to better teach STEM concepts while addressing Common Core Standards in Mathematics and Next Generation Science Standards (NGSS). Services also aim to democratize access to experiential STEM teaching and programming across the City's schools, provide school administrators and teachers with tools to develop integrated STEM programs, empower teachers to improve STEM career awareness among students, and allow STEM teachers to incorporate technology in their classrooms in a meaningful way. Program options include off-site summer and school-year workshops followed by job-embedded classroom professional development (PD). NYU also offers STEM leadership workshops for administrators and PD consulting for schools to address issues in curriculum development, teacher training, and materials sourcing, and to provide classroom visits.

NYU's hourly pricing of $144 was determined to be fair and reasonable based on a comparison with hourly rates for like services by vendors contracted under similar solicitations.

NYU's estimated annual amount was based on the amount for new vendors with a science professional development and STEM education requirements contract of $30,000.

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 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 was performed that included VENDEX, VCIP, the System for Award Management, Uniform Commercial Code, Workers Compensation Board, the NYS Department of Labor, OSHA, and the NYS Charities Registry. Noteworthy information identified for New York University (NYU):

A review of VENDEX identified the following four cautions:
The first caution relates to multiple EEOC investigations from 2011 through 2015. New York University ("NYU") disclosed that it was subject to a total of 39 EEOC investigations from 2008

to 2016. Of the 39, four remain pending with the rest either settled, dismissed, inactive, or closed. The four pending investigations involve allegations of discrimination. Of the 35 concluded investigations, one from 2013 had a probable cause finding and three were dismissed, which led to an issuance of a Notice of Right to Sue.

As most of these matters have been either closed, dismissed, settled, or have become inactive, with four pending, and that NYU has more than 12,000 faculty members, administrators, and staff, , the DOE does not believe that these matters preclude NYU's determination of vendor responsibility.

The second caution relates to self-reported "multiple investigations/violations" of NYU issued by various government agencies including the NYS Division of Human Rights, U.S. District Court-Southern District of New York, NYS Supreme Court, Commission On Human Rights, U.S. District – Eastern District of New York, and Office of Civil Rights with varying results.

- NYU disclosed 76 investigations related to NYS Division of Human Rights, U.S. District Court-Southern District of New York, NYS Supreme Court, Commission on Human Rights, U.S. District – Eastern District of New York, Office of Civil Rights, and several other more government organizations from 2008 to 2016.
    - There are a total of 24 NYS Division of Human Rights investigations with five investigations that remain pending related to discrimination and retaliation. Of the 19 completed investigations, all were either dismissed, withdrawn, or closed with one exception from September 2014 where the NYS Division of Human Rights issued a Notice of Discontinuance.
    - There are a total of 14 Southern District of New York investigations with five cases that remain pending related to discrimination of disability, race, sex, patient services, religion, or age. Nine investigations were settled, dismissed, or the suit was filed but NYU was never served.
    - There are a total of five NYS Supreme Court investigations regarding discrimination with cases from October 2010, November 2013, and December 2015 remaining pending, and two cases settled in 2012.
    - There are a total of five Commission on Human Rights investigations of discrimination with one from February 2016 that remains pending regarding disabilities and sexual orientation and four that were closed or dismissed.
    - There are a total of three Eastern District of New York investigations with one pending from July 2015 related to discrimination of age. Two cases regarding failure to hire and wrongful termination were dismissed in July 2009 and July 2010.
    - There are 16 Office of Civil Rights investigations with four regarding discrimination due to disability, sexual hostile environment, national origin, or sex that remain pending. Twelve cases were either dismissed or closed.
    - The remaining eight investigations pertain to the following:
        - Two Occupational Safety & Health Administration matters, one from October 2011 related to discrimination and retaliation which was withdrawn in August 2015, and the second from September 2014 related to discrimination which was dismissed in February 2015.
        - One Lawyer's Letter related to race discrimination of a payroll employee from December 2011, which was dismissed in August 2011.
        - One Office of Federal Contract Compliance Programs matter related to veteran status, which was dismissed in July 2012.

- One July 2012 Housing and Urban Development matter related to housing discrimination, which was dismissed in March 2013.
- Four cases that NYU did not specifically identify in their disclosure of discrimination matters. All were dismissed except for one from March 2015 that remains pending.

As most of these matters have been either closed, dismissed, withdrawn, or settled, or remain pending with no outcome yet, and since NYU has more than 12,000 faculty members, administrators, and staff from all over the world, the DOE does not believe that these matters preclude NYU's determination of vendor responsibility.

The third caution relates to a 2013 investigation by the US Attorney's Office that was initiated after NYU became aware of possible irregularities with respect to research being conducted in the Department of Radiology through a grant from the National Institute of Health (NIH) to develop new MRI technologies. The US Attorney's Office pursued litigation against three researchers for making misrepresentations on disclosure forms that resulted in funds being paid to entities in which the researchers had a financial interest. NYU has terminated the three employees involved in this matter. No action is pending against NYU. In light of how this matter was resolved, the DOE not believe that it precludes a determination that NYU is responsible.

The fourth caution indicates that there was an OSHA matter resulting in a settlement. The DOE is in receipt of a copy of the 2013 settlement agreement addressing this matter for $4,200. In light of how this matter was resolved, the DOE not believe that it precludes a determination that NYU is responsible.

NYU also disclosed 39 outstanding Environmental Control Board fines issued by the Fire Department of New York, Department of Environmental Protection, and Department of Buildings with one dated in 2014 and the rest dated in 2015 and 2016. Most of the violations show no monies due and are pending the completion of work or processing of necessary paperwork at the sites subject to the violations. Specifically, of the 39, there are four violations of under $1,000 which NYU advises either will be paid shortly or upon issuance of a final decision. In that NYU has many facilities throughout New York City and a majority of these ECB fines are pending, the DOE does not believe that these matters preclude NYU's determination of vendor responsibility.

Additionally, NYU disclosed in their VENDEX that their Affiliate, NYU Langone Medical Center ("NYULMC"), was subject to an investigation by the NYS Department of Health. A December 13, 2012 audit report was issued to NYULMC by the Office of Inspector General ("OIG") which requested a refund of $613,279 for Medicare related potential billing errors resulting from 367 Medicare inpatient and outpatient claims that were reviewed. OIG further recommended NYULMC's strengthening of its control to ensure full compliance with Medicare requirements. NYULMC subsequently engaged in discussions with National Government Services ("NGS"), an intermediary for resolving claims, in attempts to rescind $250,032 of the total refund, and has appealed the claims totaling $363,247, the leftover sum of the total requested refund. In June 2015, NYU indicated that NYULMC refunded $250,032 to NGS and intended to appeal the remaining 76 inpatient short stay claims for $347,247. As this matter remains ongoing, the DOE does not believe that the above precludes NYU's determination of vendor responsibility.

REQUEST FOR AUTHORIZATION (RA#9) 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	Components
Reading Venture One, LLC d/b/a Institute for Multi-Sensory Education 19720 Gerald Street Northville, MI 48167	9

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 Reading Venture One, LLC d/b/a Institute for Multi-Sensory Education (IMSE) 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.

Eighteen 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.

IMSE offers customized, on-site, in-depth training sessions and workshops that use the Orton-Gillingham methodology to guide educators in the teaching of reading, handwriting, and written expression as one body of knowledge. DOE participants are provided with two IMSE Orton-Gillingham program options: a Comprehensive 30-hour training for teachers who work with students at K-3 reading proficiency and an Advanced Continuum 24-hour training for those who work with students at grade 3-6 reading proficiency. At the conclusion of the trainings, teachers will have guidelines for creating weekly lesson plans to use with existing curriculum, monitoring progress, and administering assessments. Qualified participants receive IMSE certification and two graduate-level college credits, and those completing the Advanced Continuum receive certification and 1.5 graduate credits.

IMSE's pricing represents a 38 percent discount off its standard rates for the Comprehensive training, for a total cost per participant of $417. The cost per participant of $393 for the Advanced Continuum training reflects a 22 percent discount off IMSE's standard rates. While IMSE's pricing is higher than that of the other vendors in this category, the certifications and graduate-level college credit represent a unique service model. IMSE has provided in writing that the prices they offer are lower than prices offered to any other municipalities of similar size and scope as the Department of Education. The value of these factors and their discounts enable us to determine prices to be fair and reasonable.

The estimated annual contract amount for IMSE 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 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

Background checks, including the Vendor CIP Report, the Uniform Commercial Code, the Federal Tax Lien, and the Federal Excluded Parties List System, found no significant adverse information. IMSE has therefore been determined to be responsible to provide approved services.

REQUEST FOR AUTHORIZATION (RA #23)
FOR STUDENT SUPPORT SERVICES (MTAC R0898)

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

Vendor Names & Addresses	Component(s)
Renaissance Youth Center 3485 Third Avenue Bronx, NY 10456	5, 17

Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Susan Vairo Senior Operating Officer Office of Safety and Youth Development	Robert J. Weiner Chief Operating Officer Office of Safety and Youth Development	Bryan E. Hester Procurement Analyst Instructional Service Procurement

PURPOSE

Authorization is requested on behalf of the Office of Safety and Youth Development (OSYD) to contract with Renaissance Youth Center to provide direct student support services and to increase opportunities for educational enrichment. These programs will be provided at the discretion of each participating school or central office operating on behalf of a school or consortium of schools.

DISCUSSION

Student support services sought through this MTAC fall within 19 components as follows:

1) leadership development and civic engagement
2) individual counseling
3) group counseling
4) mentoring
5) recreation/sports
6) college/post-secondary planning
7) career awareness and the world of work
8) conflict resolution/peer mediation
9) violence prevention/student safety
10) bullying prevention
11) substance abuse and problem gambling prevention and intervention
12) Internet safety
13) school attendance improvement
14) family support services
15) tutoring/homework assistance
16) study/test-taking skills
17) academic skills enhancement
18) thematic projects
19) family literacy

These services may take place inside or outside of school during the school day, after school, or on non-school days.

Proposals were distributed to an evaluation committee that included instructional specialists, operations analysts, grant managers, and directors from OSYD. 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 scored based on the following criteria: program plan (35 points), organizational capacity (20 points), pricing (25 points), and demonstrated effectiveness (20 points). Successful vendors were required to achieve a minimum score of 80 points.

One hundred thirteen (113) vendors were recommended for contract awards under 22 previous RAs and one is recommended here.

A vendor can offer single workshops for a component or offer an à la carte menu of services covering the 19 components listed above.

Renaissance Youth Center (RYC) is a community-based educational organization that offers inner city students in grades 5-12 standards-based programs designed to promote college and career readiness, improve physical fitness, and bolster academic skills through instruction in music and recreational basketball activities. Services are delivered on-site at DOE schools throughout the school year and stress the creation of a nurturing environment for participants that allows them to fully engage in the learning process. RYC's Integrity Through Sports basketball program is structured to follow the Physical Best: Physical Education for Lifelong Fitness curriculum, emphasizes teamwork and communication, and includes collaborative community projects. RYC's Music on Wheels program is designed to support the mission and needs of each participating school to provide music, student development, and literacy, math, technology and social development skills reinforcement that will further enhance the maturation process for students.

Hourly pricing for Renaissance Youth Center was negotiated from $133 to $130 per hour for a two percent price improvement. Pricing has been determined to be fair and reasonable based on a comparison with hourly rates for like services provided by other vendors contracted under this solicitation.

The estimated contract amount for Renaissance Youth Center is based on the estimated annual amount for new vendors with a student support service contract of $30,000.

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 of Renaissance Youth Center 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. The vendor has therefore been determined to be responsible.

REQUEST FOR AUTHORIZATION TO CONTRACT WITH ALL COUNTY SEWER & DRAIN INC. FOR REMOVAL OF PLUMBING OBSTRUCTIONS

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Estimated Option Amount	Procurement Method	Is Contract Retroactive?	Contract Type
$269,260 / $1,346,300	Tax Levy	Five Years	270-Day Extension	$201,945	Request for Bids (RFB)	No	Requirements

Vendor Name & Address	All County Sewer & Drain Inc 7 Greenfield Drive Warwick, NY 10990

Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
David Lewis Deputy Director, Program Management Division of School Facilities	Linda Green Chief Administrative Officer Division of School Facilities	Marissa Procope Director

PURPOSE

Authorization is requested on behalf of the Division of School Facilities (DSF) to contract with All County Sewer & Drain Inc., for the labor, material, and supervision necessary to locate and safely remove plumbing blockages. This contract will be replacing two expiring contracts.

DISCUSSION

A Request for Bids (RFB) was advertised for seven days in the City Record and on the DCP web site. The RFB consisted of the following five geographically defined aggregate classes: Classes 1 and 2 – the Bronx, Class 3 – Manhattan, and Classes 4 and 5 – Queens. This RA recommends awards for Classes 1 and 2. Classes 3, 4, and 5, will be covered under a subsequent RA.

A qualification meeting determined that All County, the low bidder for Classes 1 and 2, satisfied the requirements of the RFB and has the organizational capacity to service these classes. All County has had prior contracts with the DOE and has provided satisfactory service. DSF is confident that the vendor will continue to provide satisfactory service.

Contract estimates are based on previous usage. Unit prices on this contract are approximately one percent higher than under the previous competitively awarded contracts, which were bid in 2011. On average, All County's prices are approximately three percent lower than those of the next lowest bidder. Based on the receipt of several bids and the competitive nature of this procurement, these prices have been determined to be fair and reasonable.

VENDOR RESPONSIBILITY

All County Sewer & Drain 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.

REMOVAL OF PLUMBING OBSTRUCTIONS – B2810

AGGREGATE CLASS 1 – The Bronx (Districts 7, 9, 12)

Contractor Name	Annual Contract Value	Total Contract Value / 5 Years
All County Sewer & Drain	**$109,610**	**$548,050**
A & L Cesspool Service	$112,540	
TEC Plumbing Corp.	$117,897	
Tri-Star Plumbing & Heating	$206,635	

AGGREGATE CLASS 2 – The Bronx (Districts 8, 10, 11)

Contractor Name	Annual Contract Value	Total Contract Value / 5 Years
All County Sewer & Drain	**$159,650**	**$798,250**
A & L Cesspool Service	$165,150	
TEC Plumbing Corp.	$171,828	
Tri-Star Plumbing & Heating	$299,700	

AGGREGATE CLASS 3 – Manhattan (Districts 1, 2, 3, 4, 5, 6) *

Contractor Name	Annual Contract Value	Total Contract Value / 5 Years
A & L Cesspool Service	**$165,150**	**$825,750**
TEC Plumbing Corp	$171,827	
All County Sewer & Drain	$188,075	
Tri-Star Plumbing & Heating	$230,425	

*** Award for Aggregate Class 3 will be covered in a subsequent RA.**

AGGREGATE CLASS 4 – Queens (Districts 24, 25, 26, 30) *

Contractor Name	Annual Contract Value	Total Contract Value / 5 Years
A & L Cesspool Service	**$147,450**	**$737,250**
TEC Plumbing Corp	$161,086	
All County Sewer & Drain	$178,600	

*** Award for Aggregate Class 4 will be covered in a subsequent RA.**

AGGREGATE CLASS 5 – Queens (Districts 27, 28, 29) *

Contractor Name	Annual Contract Value	Total Contract Value / 5 Years
A & L Cesspool Service	**$122,653**	**$613,265**
TEC Plumbing Corp	$133,403	
All County Sewer & Drain	$148,148	

*** Award for Aggregate Class 5 will be covered in a subsequent RA.**

REQUEST FOR AUTHORIZATION TO CONTRACT WITH SCHOOL SPECIALTY INC. TO SUPPLY EDUCATIONAL CARPETS FROM THE CARPETS FOR KIDS CATALOG

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$564,558 / $2,822,789	Tax Levy	Five Years	None	Request for Bids (RFB)	No	Requirements

Vendor Name & Address	School Specialty Inc. W6316 Design Drive Greenville, WI 54942

Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Andrea R. Black Director School Based Procurement	Susan Dick-McKeon Chief Administrator School Based Procurement	Daniel Gonzalez Procurement Analyst School Based Procurement

PURPOSE

Authorization is requested to contract with School Specialty Inc. to supply and deliver educational carpets from the Carpets for Kids catalog to schools. The contract will be used on an as-needed basis and will be funded by individual school budgets.

DISCUSSION

A Request for Bids (RFB) was released consisting of one aggregate class. The class includes line items that represent approximately 80 percent of the DOE's historical expenditures for Carpets for Kids items. Bidders offered a price for the listed line items and a percentage discount off the manufacturer's catalog price for the remaining items that were not listed. Vendors were permitted to bid the brands and models listed within the bid or offer alternative products that were equivalent to the items specified.

The estimated contract amount is based on previous expenditures.

Nine bids were received. The apparent low bidder, W.B. Mason offered an alternate brand that did not meet bid specifications. Their bid was found to be non-responsive and rejected. A notification letter was sent to W.B. Mason and no protest was received. School Specialty Inc. was the lowest responsive and responsible bidder. A table of bids is provided at the end of this RA.

School Specialty is the current vendor and offered prices slightly lower than the current contracted prices for Carpets for Kids. The vendor has confirmed that the prices offered to the DOE are equal to or better than those offered to any other municipality nationwide. Prices have therefore been determined to be fair and reasonable.

School Specialty Inc. currently holds contracts with the DOE, under which they have provided satisfactory service.

VENDOR RESPONSIBILITY

Noteworthy information identified for School Specialty Inc.

In 2004, the Inspector General (IG) of Massachusetts found that School Specialty Inc. (School Specialty) was not charging its lowest prices as required by a state wide school supply contract.

Small school districts were receiving lower prices and as result, School Specialty provided credits totaling almost $400,000 to 324 customers who had purchased off the state contract. School Specialty continued to perform under the contract, however, in 2005, the IG found that School Specialty continued to charge more under the state contract than other agreements, citing at least six violations. The IG claimed the state had been lax in its oversight and monitoring of the contract after the 2004 findings. Although termination was considered, it did not happen and the contract expired in 2007 with no action being taken against School Specialty Inc. or its subsidiaries. According to the State, Massachusetts continues to work with School Specialty and its subsidiary, Frey Scientific, LLC (Frey), which both had contracts that expired subsequent to the IG incident in 2012 and 2013, respectively.

In January 2013, School Specialty and its subsidiaries filed for Chapter 11 bankruptcy and in February 2013, the DOE met with the vendor to discuss its restructuring and financial viability. The DOE Division of Contracts and Purchasing documented in a memorandum on March 12, 2013 that School Specialty provided pertinent information to ensure the DOE that they can maintain their contractual obligations without interruption. The vendor completed its restructuring and emerged from Chapter 11 protection on June 11, 2013.

In light of the resolution of these matters, the DOE does not believe they preclude a determination that the vendor is responsible.

CARPETS FOR KIDS

VENDOR	TOTAL 5-YEAR BID AMOUNT	TOTAL FOR MARKET BASKET LINE ITEMS 1-42	PERCENTAGE DISCOUNT OFF CATALOG PRICE LIST FOR ITEMS NOT LISTED IN THE MARKET BASKET
W.B. Mason Co Inc.**	$1,951,296	$1,573,295.91	40% / $378,000
School Specialty Inc.	**$2,822,789**	**$2,325,088.50**	**21% / $497,700**
United Supply Corp.	$2,855,416	$2,382,916.30	25% / $472,500
Hertz Furniture Systems LLC	$2,961,801	$2,363,301.48	5% / $598,500
S&S Worldwide	$3,146,941	$2,642,940.56	20% / $504,000
School Outfitters LLC	$3,163,186	$2,646,586.14	18% / $516,600
Kaplan Early Learning Company	$3,264,964	$2,742,063.98	17% / $522,900
Chase Office Supplies	$3,679,326	$3,269,826.00	35% / $409,500
Lakeshore Learning Materials	$3,684,091	$3,101,341.28	7.5% / $582,750

**Rejected as non-responsive due to failure to comply with bid specifications.

WITHDRAWN

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 $1,000,002	Tax Levy	One Year (7/01/16 – 6/30/17)	None	Negotiated Service	Yes	Full Value

Vendor Names & Addresses	See list below.

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 below-named Community Based Organizations (CBOs) to continue providing support services at seven 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." 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.

Community schools are public schools that employ an operational model stressing family engagement and strong partnerships that provide specific supports to counter factors associated with distressed neighborhoods and at-risk populations that negatively impact student achievement and wellness. Schools that would benefit from this approach were identified based on a number of criteria, including low academic achievement and low ratings on the DOE's quality review. The program called for each of the schools to undergo a transformation to become a Community School. The community school approach is based on a growing body of evidence that shows that an integrated focus on academics, health and mental health services, social services, after-school and summer enrichment activities, expanded learning opportunities, positive youth development, and family and community supports is critical to improving student success. In the community school approach, all of these elements become part of the core function of the school.

Implementation of such an approach includes the following components: 1) community school coordination, 2) parent and community engagement, 3) expanded learning and enrichment activities, and 4) mental health services.

As part of this implementation, all community schools:

- partner with a CBO;
- hire a Community School Director;
- coordinate new and existing partnerships and hold monthly partner meetings;
- build a Community School Team (CST) and hold monthly CST meetings;
- implement an ongoing assessment process to determine the needs and resources available to meet those needs to support students and families;
- implement a robust family engagement plan;
- provide expanded learning opportunities; and
- identify core outcomes and leverage resources to target strategies to meet the outcomes.

The proposed contracts will continue existing school/CBO partnerships at each of six currently participating schools. 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 fulfilment (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 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

Noteworthy information identified for Good Shepherd Services (GSS)

VENDEX reports two self-reported cautions in VENDEX:

- On September 18, 2015, while transporting a group of children from their school to GSS, a child was inadvertently left behind by GSS staff members ("GSS staff"). GSS staff attempted to locate the lost child and found the child unharmed. In response to this incident, GSS submitted corrective action plans to NYC Department of Youth and Community Development, NYC Department of Health, and the NYS Office of Children Family Services ("NYS OCFS") demonstrating updated procedures for safely transporting youth. GSS was fined $15,000 by NYS OCFS and had their School Age Children Care ("SACC") license revoked on September 23, 2015. GSS paid the fine, provided corrective action plans to the three agencies, and the SACC license was restored effective May 26, 2016.

  GSS further advised the DOE that because the family of the lost child notified NYC Police Department ("NYPD") of the incident, NYPD was required to submit a report to NYS State Central Registry which generated an investigatory process taken by the NYC Administration for Children's Services ("ACS"). On July 21, 2016, criminal cases against all 3 GSS staff, now former employees, were adjourned with contemplation of dismissal (ACD) by King's County District Attorney's Office.

  In light of how this matter has been addressed, that the services provided in connection with the current contract differ from those described above, and that no criminal action was taken against GSS, the DOE does not believe this precludes a determination that the vendor is responsible.

- In November 2013, GSS was notified by the principal of PS 300 that a staff member was accused of sexually inappropriate conduct with a student. The employee denied the allegations and no arrest was made at that time, but the employee was immediately removed from the program and placed on administrative leave. In July 2014, the employee was arrested by the NYPD Bronx Special Victims Child Abuse Squad on charges related to the alleged abuse. A report released by the Office of the Special Commissioner of Investigation for the NYC School District found that the claims against the former staff member of the sexual abuse were substantiated and the employee was terminated. GSS held a workshop for all after school program directors and line staff to affirm the contractor's commitment to creating the safest environment.

GSS also disclosed six substantiated cases of client abuse and/or neglect, all of which concern allegations of abuse by foster care parents, individuals not considered to be employees of GSS.

GSS provided a Certification Regarding Substantiated Cases of Client Abuse or Neglect to DYCD, indicating that four foster children have been relocated. The foster parents of the four had their foster homes closed with one being closely monitored and trained by Good Shepherd Services for future foster children. The other two children have remained or returned to the foster homes after the foster homes' monitoring and training conducted by Good Shepherd. DYCD concluded that proper action was taken by the vendor in response to each incident. As a result, and because the services provided in connection with the current contract differs from those described in the matter above, the DOE does not believe this precludes a determination that the vendor is responsible.

Prudential Insurance Company of America (PICA), an affiliate of GSS, disclosed in VENDEX that it had violated provisions of the Pennsylvania Insurance laws. PICA was fined $50,000 and ordered to cease and desist prohibited actions. PICA paid the judgment. Since the outcome of the investigation did not result in any negative findings involving Good Shepherd Services, or any other affiliates, the DOE does not believe this precludes a determination that the vendor is responsible.

In light of the corrective actions taken by GSS to address the above referenced matters and that the services provided in connection with the current contract differs from those described in the matters above, DOE has determined GSS to be a responsible vendor.

Noteworthy information identified for SCO Family Services (SCO)

A self-reported caution in VENDEX reports that in February 2016 SCO received subpoenas from the Suffolk County District Attorney's (SCDA) office and the NYC Department of Investigation seeking records regarding a foster parent suspected of abuse and maltreatment of children placed in his care. After reporting the allegations to authorities, SCO immediately removed the children and closed the home. The foster parent was arrested and subsequently indicted by the SCDA. The NYC Administration for Children's Services and the NYS Office of Children Family Services also requested records on the case and the matter is being investigated by both agencies. SCO is cooperating fully with government oversight agencies and law enforcement officials in providing information and access to records and staff involved. Accordingly, the DOE does not believe this precludes a determination that the vendor is responsible.

A February 2014 audit by the New York State Comptroller's Office (NYS Comptroller) of grant payments made to SCO for the Extended School Day Program (ESD) for the period July 1, 2011 to June 30, 2012 disallowed $194,320 in reimbursement claims made by SCO. NYSED concluded that $101,462 in overpayments were due, which has been paid in full by SCO. Accordingly, the DOE does not believe this precludes a determination that the vendor is responsible.

Additionally, VENDEX reports that SCO was audited by the NYS Office of the Attorney General, who reviewed SCO Foster Care Medicaid claims for the period July 1, 2007 through June 30, 2009 and disallowed $32,472 in reimbursement claims. SCO repaid the entire amount and this matter is now closed. As SCO has repaid the amount of overpayment and continues to contract with ACS for Medicaid components, the DOE does not believe this matter precludes a determination that the vendor is responsible.

VENDEX indicates that SCO received an unsatisfactory evaluation from the Department of Health and Mental Hygiene (DOHMH) in 2008. Subsequently, DOHMH has awarded additional contracts to SCO without any unsatisfactory or poor evaluations on any of its contracts, and SCO's performance with the DOE has been rated as excellent. Additionally, since the

unsatisfactory evaluation, VENDEX shows that over two thirds of SCO's evaluations reflect a rating of excellent or good. Accordingly, the DOE does not believe this precludes a determination that the vendor is responsible.

In light of SCO's cooperation with authorities, its responsiveness with oversight agencies in its ongoing audit matter, its repayment of owed funds, and its overall performance history, especially for the DOE, SCO is determined to be a responsible vendor.

Noteworthy information identified for Teacher's College, Columbia University (Teacher's College)

Teacher's College disclosed in VENDEX a NYC Department of Finance obligation of $30,537.25 that has been paid. As such, the DOE does not believe this matter should preclude an award of contract to Teacher's College.

Trustees of Columbia University in the City of New York (Columbia University), an affiliate of Teacher's College, has cautions listed in the VENDEX Caution Database and also disclosed other matters. However, as Teacher's College is a separate entity with a distinct board that is connected with Columbia University only through a contractual relationship, the DOE does not believe these matters should preclude an award of contract to Teacher's College.

Additionally, Teacher's College received one unsatisfactory DOE evaluation from the survey period December 2016 through March 2016. However, Teacher's College also received 23 exceptional evaluations and 9 satisfactory evaluations for DOE work performed between September 2015 through June 2016.

In light of Teacher's College's payment of the DOF fine and its overall performance history, Teacher's College is determined to be a responsible vendor.

Noteworthy information identified for The Child Center of NY (TCCNY)

TCCNY disclosed in VENDEX an investigation conducted by the Special Commissioner of Investigation for the New York City School District (SCI) that substantiated allegations that an employee of TCCNY behaved in an inappropriate manner towards a student, and that a Director failed to report the allegations against the employee and handled the matter on her own. Both employees were terminated and the DOE reviewed the vendor's revised harassment plan created in response to this matter and found it acceptable. This matter is also included as an unsatisfactory VENDEX evaluation issued by the Department of Health and Mental Hygiene (DOHMH) for period ending June 30, 2009. However, since the evaluation the vendor has received 21 contracts from DOHMH with 17 fair performance evaluations and 23 good evaluations from DOHMH. As such, the DOE does not believe this matter precludes a determination that the vendor is responsible.

A related entity of TCCNY, Phoenix Houses of New York Inc. (Phoenix Houses), disclosed in VENDEX investigations by government agencies. The sole connection between Phoenix Houses and TCCNY is through TCCNY's current Executive Director, who was employed by Phoenix Houses from December 2007 to October 2012. Since there is no current affiliation between TCCNY and Phoenix Houses, adverse information regarding Phoenix Houses unrelated to the Executive Director of TCCNY does not preclude a determination that TCCNY is a responsible vendor.

Additionally, the DOE is aware of an investigation by the Queen's County District Attorney's Office that involved all of OCFS's contracts. As the Queens DA found no fraud in OCFS's contracts, the case was closed and no charges were brought. However, as a result of this investigation, OCFS conducted their own audit which resulted in their finding of over $9,000 in

overbilling by TCCNY which was paid in full by the vendor. As such, the DOE does not believe this matter precludes a determination that the vendor is responsible.

Finally, news reports from 2012 indicated that rehabilitation therapy provided by TCCNY to one of its patients was a failure because, in 2011, a 16 year old previously under the care of TCCNY and five others beat a young man to death while shouting anti-gay slurs. Said child was placed in a treatment program with TCCNY in 2010 through the Juvenile Justice Initiative, a program run by New York City Administration for Children's Services (ACS), in lieu of jail time. TCCNY and ACS closed out this case in 2010, ending the youth's treatment in the program. TCCNY asserted that the youth had been carefully supervised as required, but that the youth and his family had not made the necessary commitment to allow for a successful outcome. TCCNY advised the DOE that it assists more than 21,700 youth each year and offer services in 22 languages, and its work has regularly been audited and reviewed. In light of the continued funding that the organization receives, its size and the number of individuals served, the DOE does not believe this incident precludes a determination that the vendor is responsible.

Accordingly, in light of the corrective actions taken by TCCNY to address the above referenced matters, the DOE has determined TCCNY to be a responsible vendor.

Noteworthy information identified for YMCA of Greater New York

YMCA of Greater New York disclosed in VENDEX six judgments or liens that were issued by the New York City Department of Buildings (NYC DOB) and the New York City Fire Department (FDNY) ranging from $500 to $5,000, all of which have been satisfied.

Additionally, VENDEX reports a total of six unsatisfactory evaluations for YMCA of Greater New York, including four from the NYC Department of Youth and Community Development (DYCD) and two from the Administration for Children's Services (ACS), the most recent in 2011. Since 2011, YMCA of Greater New York has had 107 additional performance evaluations, including 12 excellent, 87 good and no unsatisfactory. Additionally, YMCA of Greater New York has received 188 contract awards since its last unsatisfactory evaluation, including 176 with DYCD and 2 with ACS. Accordingly, the DOE does not believe this precludes a determination that the vendor is responsible.

In light of the satisfaction of the above referenced liens, YMCA of Greater New York's most recent performance evaluations, it additional contracts from DYCD and ACS, the DOE has determined CAS to be a responsible vendor.

NO.	VENDOR NAME & ADDRESS	DOE SCHOOL LOCATION	TOTAL CONTRACT AMOUNT
1	**Good Shepherd Services** 305 Seventh Avenue New York, NY 10001	**32K556** 797 Bushwick Avenue Brooklyn, NY 11221	$166,667
2	**SCO Family of Services** 1 Alexander Place Glen Cove, NY 11542	**20K503** 330 59th Street Brooklyn, NY 11220	$166,667
3	**Teachers College, Columbia University** 525 West 120th Street New York, NY 10027	**04M680** 1680 Lexington Avenue New York, NY 10029	$166,667

NO.	VENDOR NAME & ADDRESS	DOE SCHOOL LOCATION	TOTAL CONTRACT AMOUNT
4	**Teachers College, Columbia University** 525 West 120th Street New York, NY 10027	**05M036** 123 Morningside Drive New York, NY 10027	$166,667
5	**The Child Center of NY, Inc.** 60-02 Queens Boulevard Woodside, NY 11377	**28Q072** 133-25 Guy R Brewer Blvd Queens, NY 11434	$166,667
6	**YMCA of Greater New York** 5 West 63rd Street, 6th Floor New York, NY 10023	**08X376** 1980 Lafayette Avenue Bronx, NY 10473	$166,667

REQUEST FOR AUTHORIZATION TO AMEND THE CONTRACT WITH THE UNITED WAY OF NEW YORK CITY, INC.

Estimated Annual / Total Contract Increase	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$688,000 / $1,376,000	Tax Levy	Two Years (7/01/16 - 6/30/18)	None	Amendment	Yes	Full Value

Vendor Name & Address	United Way of New York City, Inc. 2 Park Avenue New York, NY 10016

Contract Manager	Lead Contracting Officer	Division of Contracts and Purchasing Contact
Catherine Lee Director of Sustainability and Budget Office of Community Schools	Christopher Caruso Executive Director Office of Community Schools	Denesia Stroom-Blair Lead Procurement Analyst Central Office Procurement

PURPOSE

Authorization is requested to amend a contract with United Way of New York City (UWNYC) to allow for the inclusion of summer school experiences at 32 Community Schools, of which 20 are also Renewal Schools. These enrichment and academic services are delivered by Community Based Organizations (CBO) subcontracted by UWNYC.

DISCUSSION

The original contract provided for four years at $13,050,000 per year and additional funding in the amount $4,154,508 per year was added in FY16 to support mental health services and expanded learning supports through CBOs already subcontracted by UWNYC as lead agencies in the 45 community schools.

This amendment adds funding to cover services provided as part of the Summer in the City (SITC) program during the summer of 2016 and 2017. The services provided meet the following requirements:

- **Small Group Learning**: These could include individual or small group tutoring, or providing book clubs designed in accordance with policies agreed upon with the Principals of the schools.
- **Enrichment**: These activities must emphasize Literacy and STEM, and could involve theatre, music or other creative arts activities that incorporate literacy learning goals.
- **Physical Activity and Healthy Living**: These activities include organized sports, dance, and other forms of physical exercises, as well as active learning designed to teach healthy living and the importance of physical activity and good nutrition.

- **NYC Exploration:** Visits to cultural institutions, parks and landmarks are included and may be operated in coordination with the SITC mandated students. CBOs are required to lead 3 visits through the summer.

The DOE recognizes CBOs as key partners in the effort to deliver high quality AIDP programs and services and funds been set aside annually since 1990 to maximize local CBO engagement in schools with high-needs populations through a contract in which they are subcontracted and managed by an external entity. UWNYC collaborates with the Office of Community Schools (OCS) to solicit, select, replace, monitor, manage, pay, evaluate, and provide technical assistance to CBOs. UWNYC also advises CBOs about service changes, identifies common reasons students are missing school and ways to address the underlying issues, encourages CBOs to try innovative strategies to bolster attendance, and provides reports on CBOs' performance.

The Division of Contracts and Purchasing (DCP) reviewed the budget submitted by UWNYC for its management fee of $943,195. This fee will not be increased with the additional funding, thus decreasing the percentage UWNYC's management fee represents as a portion of the overall program's cost. Prices have, therefore, been determined be fair and reasonable.

This contract is retroactive because the amendment to included mental health services, conducted in FY16, was not adopted until June 2016. OCS, a newly established office within the DOE, then worked on finalizing the UWNYC budget, whilst building capacity by on-boarding staff and increasing systems knowledge.

VENDOR RESPONSIBILITY

Noteworthy information identified in the background for United Way of New York City (UWNYC). VENDEX indicates that in 2013 UWNYC was investigated by the Department of Investigation (DOI) regarding its administration of the Combined Municipal Campaign (CMC) program. DOI audited the program which is overseen by DCAS and concluded that UWNYC's management and tracking of the contributions were impaired by unclear procedures resulting in a failure to distribute funds appropriately. UWNYC worked with DCAS and DOI to appropriately distribute the funds and transfer the operation of the program to another entity. DOI confirmed that the case is closed as unsubstantiated in that no wrongdoing was uncovered on the part of UWNYC. In that the matter was closed without any findings of wrongdoing, the vendor has been determined to be responsible.

WITHDRAWN

REQUEST FOR AUTHORIZATION TO CONTRACT WITH REALLY GOOD STUFF TO PROVIDE TEXTBOOKS AND ANCILLARY MATERIALS

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$800,000 / $5,600,000	Reimbursable, Tax Levy	Seven Years	None	Listing Application	No	Requirements

Vendor Name & Address	Really Good Stuff 448 Pepper Street Monroe, CT 06468

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	Tobey Hartman Procurement Analyst Instructional Materials

PURPOSE

Authorization is requested to contract with Really Good Stuff to provide textbooks and ancillary materials to public and participating nonpublic schools.

DISCUSSION

Really Good Stuff (RGS) publishes reading materials for elementary school students. They have also compiled 22 custom kits--created with input from the DOE's Division of Nonpublic Schools--consisting of readers, flash cards, phonetics and vocabulary games, and journals, for use in classrooms and at home to reinforce classroom lessons. The Division of Non-Public Schools elected to work with this vendor due to its ability to provide a unique variety of high quality common core materials in the form of customizable kits containing new and creative hands-on materials packaged in a manner that allows students to easily take the kits home in order to reinforce daily lessons.

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

After negotiations, the vendor agreed to a 7.5 percent discount off its list price for individual titles and agreed to free shipping. The vendor also agreed that for the 22 kits, they will offer discounts in excess of the 7.5 percent, ranging from 8.31 to 28.71 percent off the sum of the individual components' prices.

DOE-negotiated price reductions from the vendor's first offer total $1,048,271 ($149,753 annually). Moreover, during negotiations the vendor offered to include within each kit the "Family Instructional Guide" at no charge, which represents a total value of $426,049 ($60,864 annually). Furthermore, RGS has certified that, for all kits or sets of multiple titles added to the DOE catalog in the future, the price of the kit will not exceed the total of the 7.5 percent pricing discount for the individual component titles.

The proposed contract also requires that the prices the DOE pays be the lowest offered to any client. As such, and in light of the price reductions achieved through negotiations, pricing for these materials has been determined to be fair and reasonable.

VENDOR RESPONSIBILITY

Vendor and their principal owners were subject to a comprehensive background check and noteworthy information was identified for Really Good Stuff, LLC's parent company Excelligence Learning Corporation (Excelligence).

In December 2009, according to the U.S Consumer Product Safety Commission, parent company Excelligence was accused of importing children's products between August 2000 and August 2009 that had lead paint above the legal limit. Excelligence paid $25,000 in civil penalties for allegedly violating the federal lead paint ban and denied that it had knowingly violated the law. In that the above matter regarding the parent company was resolved, the DOE does not believe that these matters preclude a determination that Really Good Stuff, LLC is responsible. Accordingly, the vendor is determined to be responsible.

REQUEST FOR AUTHORIZATION TO CONTRACT WITH YOFI BOOK PUBLISHING, INC. TO PROVIDE TEXTBOOKS AND ANCILLARY MATERIALS

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$306,000 / $2,142,000	Reimbursable, Tax Levy	Seven Years	None	Listing Application	No	Requirements

Vendor Name & Address	Yofi Book Publishing, Inc. 199 Lee Avenue – Unit #397 Brooklyn, NY 11205

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 Yofi Book Publishing, Inc. (Yofi) to provide textbooks and ancillary materials to all public and participating non-public schools.

DISCUSSION

Yofi supplies a variety of K-12 classroom materials consisting of reading, writing, and learning exercises designed to improve students' proficiency in English language. Yofi's materials include hands-on components and comprehension enhancement activities, which hold students' attention in the classroom and encourage practice.

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 for this material is considered fair and reasonable.

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

VENDOR RESPONSIBILITY

Yofi Book Publishing, 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 TO CONTRACT WITH ZOFAR PUBLICATIONS FOR INSTRUCTIONAL AND ANCILLARY MATERIALS

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$28,000 / $196,000	Reimbursable, Tax Levy	Seven Years	None	Listing Application	No	Requirements

Vendor Name & Address	Zofar Publications 1739 50th Street Brooklyn, NY 11204

Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Raelene Stroom Director Vendor Management Division of Teaching and Learning	Morayo Tracey Oyemade Director Contracts and Operations Division of Teaching and Learning	Demetrise Daniels-Foster Procurement Analyst Textbooks and Ancillary Materials

PURPOSE

Authorization is requested to contract with Zofar Publications to make study aids for teaching Hebrew available to participating non-public schools. Public schools may also choose to purchase these items.

DISCUSSION

Zofar's workbooks are designed to expand students' proficiency in the Hebrew language by providing practice in vocabulary, grammar, spelling, and pronunciation. Teachers' guides are also provided to assist in teaching the Hebrew language more effectively. Zofar's materials thus help students acquire a better command of the Hebrew language by covering listening, reading, speaking, and writing.

Zofar Publications is the sole provider of the materials it publishes. 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 for these materials has been determined to be fair and reasonable. The estimated contract amount is based on expenditures under the vendor's previous contract.

VENDOR RESPONSIBILITY

A background check conducted on Zofar, including the Uniform Commercial Code, Excluded Parties List, and VENDEX, found no significant adverse information. Additionally, Zofar has performed satisfactorily under its predecessor contract. This vendor has therefore been determined to be responsible.

REQUEST FOR AUTHORIZATION TO CONTRACT WITH EVAN-MOOR CORPORATION TO PROVIDE TEXTBOOKS AND ANCILLARY MATERIALS

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$135,500 / $948,500	Reimbursable, Tax Levy	Seven Years	None	Listing Application	No	Requirements

Vendor Name & Address	Evan-Moor Corporation 18 Lower Ragsdale Drive Monterey, CA 93940

Contract Manager	Lead Contracting Officer	Division of Contracts & Purchasing Contact
Raelene Stroom Director Vendor Management Division of Teaching and Learning	Morayo Tracey Oyemade Deputy Senior Executive Director Finance and Procurements Division of Teaching and Learning	Tobey Hartman Procurement Analyst Instructional Materials

PURPOSE

Authorization is requested to contract with Evan-Moor Corporation to provide textbooks and educational kits to public and participating nonpublic schools.

DISCUSSION

Evan-Moor Corporation (Evan-Moor) produces materials for reading, writing, vocabulary, math, science, and social studies that are designed to appeal to multiple intelligences and support the varied learning levels and styles of students in classrooms from PreK through grade 8. Products for students consist of full-color games, stories, songs, and 3-D projects. For teachers, Evan-Moor offers comprehensive teacher guides, tear-out activity pages, transparencies, teaching scripts, and answer keys.

Evan-Moor 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 be the lowest offered to any client. As such, pricing for these materials has been determined to be fair and reasonable.

VENDOR RESPONSIBILITY

A background check on Evan-Moor, including VCIP, SAM (Federal Debarred List), Worker's Compensation Board, NYS Division of Corporations, OSHA, NYS Charities Bureau Registry, and FAMIS, yielded no significant adverse information. The vendor has therefore been determined to be responsible.

OMITTED

REQUEST FOR AUTHORIZATION TO CONTRACT WITH THE CENTER FOR APPLIED LINGUISTICS TO PROVIDE ASSESSMENT MATERIALS

Estimated Annual / Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$50,000 / $150,000	Reimbursable, Tax Levy	Three Years	None	Listing Application	No	Requirements

Vendor Name & Address	Center for Applied Linguistics 4646 40th Street, NW Washington, DC 20016

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 the Center for Applied Linguistics (CAL) to provide assessment materials for English language learners.

DISCUSSION

CAL develops materials for educators and practitioners working with English language learners in PreK through grade 12, in higher education, and in adult education programs. CAL has supplied language and cultural orientation services to educators and service providers working with immigrants and refugees for over 50 years, helping them adjust to their new lives in the United States.

CAL is the sole provider of the materials it publishes. Because these materials cannot be purchased on the open market, a competitive sealed bid process is impractical.

CAL is receiving a contract for assessment materials for the first time, but the Office of Adult & Continuing Education has estimated they will spend $50,000 annually on CAL materials. CAL has agreed to offer the DOE the lowest price of any its customers. Pricing has therefore been determined to be fair and reasonable.

VENDOR RESPONSIBILITY

A background check conducted on the Center for Applied Linguistics, including VCIP, SAM (Federal Debarred List), Worker's Compensation Board, NYS Division of Corporations, OSHA, NYS Charities Bureau Registry, and FAMIS, yielded no significant adverse information. The vendor has therefore been determined to be responsible.

WITHDRAWN

Technical Changes – Current Meeting

Item 3: The agenda presents an Estimated Highest Annual Spending figure of $372,909.84. The correct figure should be $372,990.84, as presented in the respective Request for Authorization.

Item 15: The agenda description for this item refers to services at “nine schools” originally funded through an NYSED grant initiative. It should instead say “six of nine schools”. Similarly, the Purpose section of the Request for Authorization notes that it is to continue providing support services “at seven community schools”. It should instead refer to services “at six community schools”.

Technical Changes – Prior Meeting

July 29, 2015, Item 4: The Request for Authorization to contract for bibliographical book data, book price verification and book cover images services listed the vendor’s name as “Proquest LLC (d.b.a Bowker)”. The vendor’s correct legal name is: “ProQuest LLC”.