Panel for Educational Policy
Contract Agenda
May 18, 2010

Item: 1 **Description:** Extension of ambulance transportation for one special education student.

Term: 13 months **Options:** None **Funding:** Tax Levy

Division: Special Education - Citywide Programs **Contract Type:** Requirements

Vendor Name	Estimated Annual Amount
Park Ambulance Services DBA American Medical Response	$148,800

Item: 2 **Description:** Resources for students, schools and teachers to implement science investigations and expand science content knowledge. This item provides supplemental funding to item 18.

Term: 1 year **Options:** None **Funding:** Tax Levy

Division: Office of Curriculum & Professional Development **Contract Type:** Full Value

Vendor Name	Annual Amount
American Museum of Natural History	$1,000,000

Item: 3 Withdrawn

Item: 4 **Description:** Third party logistics for the assembly and distribution of Core Curriculum materials to schools.

Term: 3 years **Options:** 2 one year options **Funding:** Tax Levy

Division: Office of the Chief Financial Officer **Contract Type:** Requirements

Vendor Name	Estimated Annual Amount
CEVA Logistics	$2,280,000

Item: 5 **Description:** Professional development for adult educators to improve student retention and support contextualized curriculum and instruction in Adult and Continuing Education schools.

Term: 3 years **Options:** 2 one year options **Funding:** NYS Employment Preparation Education (EPE)

Division: Alternative Programs **Contract Type:** Requirements

Vendor Name	Estimated Annual Amount
Literacy Assistance Center	$301,274
Proliteracy Worldwide, Inc.	$151,470

Item: 6 **Description:** Recruit, select, train and provide job search support to non-traditional candidates to become public school teachers as part of the New York City Teaching Fellow's Program.

Term: 5 1/2 years **Options:** None **Funding:** Tax Levy

Division: Division of Human Resources **Contract Type:** Full Value & Requirements

Vendor Name	Annual Amount
The New Teacher Project	$4,902,542

Item: 7 **Description:** Furnish and deliver disposable goods and cleaning supplies to the School Food warehouse and directly to high schools.

Term: 4 years **Options:** 270 day option **Funding:** Tax Levy

Division: Office of School Food **Contract Type:** Requirements

Vendor Name	Estimated Annual Amount
All One Source Supplies, Inc.	$9,101,542
Appco Paper and Plastics	$2,155,642

Item: 8 **Description:** Furnish and deliver custodial supplies to all DOE facilities and schools.

Term: 5 years **Options:** 180 day option **Funding:** Tax Levy

Division: Division of School Facilities **Contract Type:** Requirements

Vendor Name	Estimated Annual Amount
SDI, Inc.	$17,610,567

Item: 9 **Description:** General construction work for schools and facilities in Queens.

Term: 2 years **Options:** 1 two year option & 180 day option **Funding:** Tax Levy

Division: Division of School Facilities **Contract Type:** Requirements

Vendor Name	Estimated Annual Amount
Cisco General Construction, Inc.	$3,000,000

Item: 10 **Description:** Labor, material and supervision necessary for heating, ventilation and air conditioning efficiency projects in schools.

Term: 2 years **Options:** 1 two year option & 180 day option **Funding:** Stimulus Funds

Division: Division of School Facilities **Contract Type:** Requirements

Vendor Name	Estimated Annual Amount
Volmar Construction, Inc.	$5,250,000

Item: 11 Withdrawn

Item: 12 **Description:** Professional development at transfer and similar schools to help meet the teaching and learning needs of over-age and under-credited students.

Term: 5 years **Options:** None **Funding:** Tax Levy

Division: Post Secondary Pathways **Contract Type:** Requirements

Vendor Name	Estimated Annual Amount
Center for Urban Education	$100,000
IDE Corp.	$50,000
Sound Reading Solutions, Inc.	$50,000

Item: 13 **Description:** Professional development for early childhood educators.

Term: 3 years **Options:** None **Funding:** Various

Division: Office of Curriculum & Professional Development **Contract Type:** Requirements

Vendor Name	Estimated Annual Amount
AUSSIE, Inc.	$500,000
Kaplan Early Learning	$60,000
NCS Pearson, Inc.	$60,000

Item: 14 **Description:** Professional development and direct student services in social studies, citizenship/civics and global education.

Term: 5 years **Options:** None **Funding:** Various

Division: Office of Curriculum & Professional Development **Contract Type:** Requirements

Vendor Name	Estimated Annual Amount
Facing History and Ourselves	$130,000
Learning Through an Expanded Arts Program (LEAP)	$475,000

Item: 15 Withdrawn

Item: 16 **Description:** Professional development for teachers and administrators who provide services to English Language Learners.

Term: 5 years **Options:** None **Funding:** Various

Division: Office of English Language Learners **Contract Type:** Requirements

Vendor Name	Estimated Annual Amount
Fordham University	$544,500
Research Institute for the Study of Language in Urban Society	$180,000

Item: 17 **Description:** Published and copyrighted library and reference materials.

Term: 3 years **Options:** None **Funding:** Tax Levy

Division: Division of Contracts and Purchasing **Contract Type:** Requirements

Vendor Name	Estimated Annual Amount
Leren Education Center	$45,000
New Teacher Center	$70,000

Item: 18 **Description:** Resources for students, schools and teachers to implement science investigations and expand science content knowledge.

Term: 1 year **Options:** None **Funding:** City Council

Division: Office of Curriculum & Professional Development **Contract Type:** Full Value

Vendor Name	Annual Amount
American Museum of Natural History	$2,500,000

Item: 19 **Description:** Operating expenses for Penny Harvest program, which involves students in District 7 gathering pennies and making grants with the proceeds.

Term: 2 years **Options:** None **Funding:** City Council

Division: Office of Curriculum & Professional Development **Contract Type:** Full Value

Vendor Name	Annual Amount
Common Cents	$40,500

Item: 20 **Description:** Comprehensive youth and family oriented dropout prevention services for students and families of EBC High School for Public Service (K545).

Term: 1 year **Options:** None **Funding:** City Council

Division: Office of School and Youth Development **Contract Type:** Full Value

Vendor Name	Annual Amount
El Puente de Williamsburg, Inc.	$75,000

Item: 21 **Description:** Community learning center to provide after school academic enrichment to a high poverty and low performing school, MS302 (X302) in District 8. (Correction to the total contract cost of this previously approved item.)

Term: 1 year **Options:** 3 one year options **Funding:** Federal Funded

Division: Office of School and Youth Development **Contract Type:** Full Value

Vendor Name	Annual Amount
Episcopal Social Services	$103,482

Item: 22 Withdrawn

Item: 23 **Description:** Professional development workshops in critical themes in American history for middle school teachers in District 28.

Term: 2 years **Options:** None **Funding:** Federal Funded

Division: Teaching & Learning **Contract Type:** Full Value

Vendor Name	Annual Amount
Research Foundation of CUNY - Gotham Center for NYC History	$60,720

Item: 24 Withdrawn

Item: 25 **Description:** Add-on item. Extension of K-12 special education school year transportation services. (Correction to contract amount for this previously approved item.)

Term: 5 years **Options:** None **Funding:** Tax Levy

Division: Office of Pupil Transportation **Contract Type:** Requirements

Vendor Name	Estimated Annual Amount
Third Avenue Transit	$6,549,766

Item: 32 Withdrawn

Item: 33 **Description:** Add-on item. Extension of K-12 special, general and summer education transportation and escort services (10 contracts).

Term: 5 years **Options:** None **Funding:** Tax Levy

Division: Office of Pupil Transportation **Contract Type:** Requirements

Vendor Name	Estimated Annual Amount
Amboy Bus Company	$181,567,971
Atlantic Escort	$57,395,783
Atlantic Queens Bus Corp.	$20,728,391
Staten Island Bus Company	$17,508,399

Item: 1

Description:

Extension of ambulance transportation for one special education student.

REQUEST FOR AUTHORIZATION

To enter into contract extension 1C36706 with Park Ambulance Service dba American Medical Response

Contract Cost	Funding Source	Contract term	Procurement Method	Is Contract Retroactive	Contract Type
$161,200 total	Tax Levy	13 months	Negotiated Service	No	Requirements
Vendor Name & Address	Park Ambulance Service dba American Medical Response				
	930 Flushing Avenue				
	Brooklyn ,New York 11206				

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Eric Goldstein, Chief Executive Officer	David Ross, Executive Director
Nutrition and Transportation	Division of Contracts & Purchasing

STATEMENT OF PURPOSE

Approval is sought to extend a contract with Park Ambulance dba American Medical Response (AMR) to provide pupil transportation with advanced life support to and from school via ambulance for a special education student. The extension of contract is for 13 months from May 2010 until June 2011.

DISCUSSION

A contract with AMR to provide ambulance transportation for special education students expired on February 28, 2010. Said contract was replaced with a new award to Transcare New York. While some parents are resistant to a change in service provider for fear that the new company will not understand the needs of their child, the Department is careful to see that the new provider is fully qualified and able to provide the necessary high quality services required. In the case of one student, however, the extreme medical condition of the child resulted in his doctor, the parent and school recommending that the current provider not be changed. AMR has agreed to continue transportation services with advanced life support for this student at the same price as their expired contract. The daily rate this service is $620, $200 higher than the daily rate for Transcare's services under the new contract. It will, therefore, cost $52,000 more for the additional 13 months of continued services with AMR.

The Committee on Contracts approved this as a negotiated service from May 2010 through June 2011. Negotiated services for the two months prior to May 2010 were approved for $24,800 by the Executive Director, Division of Contracts and Purchasing.

A background check has been completed. There were no adverse findings that would affect this service. OPT had confirmed that AMR has provided satisfactory service and are confident they will continue to provide good services for this student.

Item: 2

Description:

Resources for students, schools and teachers to implement science investigations and expand science content knowledge. This item provides supplemental funding to item 18.

REQUEST FOR AUTHORIZATION FOR URBAN ADVANTAGE PROGRAM II of II

Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$1,000,000	Tax Levy	07/01/2009-06/30/2010	NONE	Negotiated Services	YES	Full Value
Vendor Name & Address	American Museum of Natural History Central Park West at 79th Street New York, NY 10024 Contact: Mariet Morgon					

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Eduardo Contreras, Program Manager	Maxine Needle, Director of Grants
Office of Curriculum Standards and Academic Engagement	Division of Contracts and Purchasing

STATEMENT OF PURPOSE

Authorization is requested to contract with the above-named vendor for the Urban Advantage Program which aims to assist in providing resources for students, schools and teachers to implement exemplary science investigations and to expand science content knowledge.

DISCUSSION

Urban Advantage works in conjunction with the New York City Department of Education and eight of NYC's cultural institutions to provide a science education program for NYC middle schools, science teachers, school administrators, students and their families. Elements of the program include teacher professional development, subsidized class field trips, access to science institutions through a voucher system and the procurement of supplies and equipment for classes and schools to support scientific investigation. The American Museum of Natural History (AMNH) has the primary responsibility for directing, coordinating and administering the Urban Advantage Program.

This contract has two funding components which involve two different procurement processes. Although there will be one contract, two RA's are being submitted - one for each procurement process.

The first funding component is a City Council member item allocation of $2.5 million that specifically names the vendor, AMNH, as the recipient of the funding. See RA I of II for more information.

The second component involves $500,000 of funds provided from the DOE's tax levy budget and an additional $500,000 of City tax levy funding which is being added to the program through the Negotiated Services procurement process.

This additional $1 million of funding, in combination with the City Council funding in FY10, is being provided to expand the program to serve 38 new schools, 179 additional teachers, and 12,707 additional students, making the total participating schools 163, teachers 382, and students 37,500 for FY10. Negotiated Services is the most appropriate procurement method as it is cost effective and beneficial to award this second component to AMNH because they are already receiving the bulk of their funding through the City Council allocation. The Committee on Contracts approved the second component award on April 12, 2010.

A contract for personal services is necessary because it is cost effective to have the personnel who are performing related functions under the City Council-funded component also perform the work under this component.

The Contract Manager's office has experience with the vendor providing these services and confirms they performed satisfactorily. DCP reviewed information regarding the vendor's background and found a pending Advice of Caution regarding a fine from the NYC Fire Department for an improper assembly permit. The fine was paid and we note that since 2007 there have been no further violations and conclude the matter was closed. There being no other adverse findings, vendor is responsible.

Cost/Price Analysis was performed by DCP and the price is considered fair and reasonable.

Item: 3

Description:
Withdrawn

Item: 4

Description:

Third party logistics for the assembly and distribution of Core Curriculum materials to schools.

REQUEST FOR AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH CEVA LOGISTICS US, INC. TO PROVIDE LOGISTICS SERVICES FOR CORE CURRICULUM PROGRAMS.

Estimated Contract Annual and Total Cost	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$2.28M $5M (includes lower year 1 cost)	Tax Levy	Three (3) years.	Two (2) One year renewals at $2.28M each	Request for Proposal	No	Fixed Price
Vendor Name & Address	Ceva Logistics US, Inc.					
	55 Johnson Drive					
	Lawrence, NY 11559					

Service Requestor/Contract Manager:	Division of Contracts & Purchasing Contact
Jason Henry, Chief Administrator	Idalee Bernstein, Staff Analyst
Division of Contracts and Purchasing	Office of the Chief Financial Officer
718-935-2058	718-935-5612

STATEMENT OF PURPOSE

The Chancellor's approval is sought to contract with Ceva Logistics US, Inc. for warehousing and logistics support for Core Curriculum student and teacher materials. The annual cost will be an estimated $2.28 million for the three (3) year contract term, and the same for each of two one year options.

DISCUSSION

Introduced in 2003 as a part of the first phase of 'Children First' reforms, the Core Curriculum initiative aims to provide a common core of rigorous, high quality curricula and instructional materials for NYC students. The Core Curriculum office works in conjunction with Teaching & Learning to select and implement the various instructional programs. Currently, the program includes mathematics, K-3 literacy word study programs, classroom libraries, science and social studies. The initiative provides both curriculum materials for schools and supporting professional development for teachers.

The Core Curriculum program office orders materials for over 1300 participating schools. In 2008, 17 vendors delivered over 300,000 boxes directly, with multiple deliveries to each school. This RFP sought one vendor to provide a single source of delivery for all participating schools, eliminating a large percentage of duplicate efforts. This program is intended to:

- Reduce the number of deliveries
- Eliminate multiple vendor processes including pick/pack, subassembly, labeling, customer service, tracking, invoicing, providing proof of delivery
- Obviate the need for publishers to outsource the above to 3rd parties that DOE doesn't have a relationship with
- Reduce DOE labor costs from having staff on hand over long periods during the summer to receive multiple deliveries
- Increase school satisfaction by providing a single point of service for order tracking
- Reduce carbon emissions associated with the large number of deliveries

Savings Analysis

On average, the Core Curriculum publishers have been making a total of 7500 deliveries to the 1300+ participating schools. Based on Ceva's estimates using our required service standards, there will be an average of 1.25 deliveries per school under the new program, for a total of 1625 deliveries, representing a 78% reduction in deliveries to schools.

Under our current contracts, the DOE spends from 5% to 10% of the total value of the textbooks on delivery services, with the exact value varying by publisher. This estimate is based on our own review of industry pricing standards, and has been confirmed in our discussions with these 3PL providers.

With the value of the books ordered through Core Curriculum in recent years averaging $60 million, a conservative recoup estimate of 6% of textbook value would save $3.6 million per year off the price we'll pay for textbooks. With an estimated annual 3PL cost of $2.28 million, the net savings to the DOE for this program will be $1.3 million.

To realize these savings, DCP will negotiate the recoup percentages with each publisher prior to their delivery of the textbooks to the 3PL warehouse. We will monitor the money we recoup vis-à-vis what we pay Ceva on an ongoing basis to ensure our savings exceed the cost of this contract. If we find that the program does not produce net savings, we will terminate this contract and return to the current method of having each publisher deliver separately.

Procurement

This procurement was done as a Request for Proposals (RFP). Use of a Request for Bids was not possible because of the complicated nature of logistics services. These capabilities, including the ability to work in a school environment, produce unique labels, and provide a high level of quality assurance require a thorough evaluation on factors beyond price.

The evaluation committee included one representative from DCP and two from CFO – Core Curriculum and Finance. Scoring guidelines were as follows:

Pricing	50%	**Warehousing Services**	15%
Company Information/Background	5%	**Special Services**	5%
Transportation Services & Fleet	15%	**Technology & Reporting**	10%

Eleven (11) vendors submitted proposals. Five (5) of these were eliminated by the committee. Two of the five eliminated had pricing at least 50% higher than the average of all bids. The other three were viewed as not having the capability to meet our needs for reasons such as lack of technology, insufficient fleet, inability to scale, etc.

The remaining six (6) vendors were invited to oral presentations, after which three (3) were selected as finalists based on competitive pricing and their strong capabilities in key areas such as warehouse management systems (WMS), pick and pack capabilities, web based reporting tools and other critical areas. The finalists were: Ceva Logistics, Quick International Courier and STI, and site visits were conducted at all three. After the site visits, all were invited to submit BAFOs.

While the committee initially chose Quick International Courier, Quick was unable to satisfactorily pass the background/principal check due to tax lien issues, and were unwilling to provide documentation to meet equal opportunity requirements. The committee then unanimously selected Ceva Logistics, the next lowest priced finalist.

With a price 13% below the proposed bid of the next capable vendor, Ceva's pricing was deemed fair and reasonable.

A background check was conducted by DCP's Vendor Research and Price Analysis Unit, and they found that Ceva is a responsible vendor.

Item: 5

Description:

Professional development for adult educators to improve student retention and support contextualized curriculum and instruction in Adult and Continuing Education schools.

REQUEST FOR AUTHORIZATION

To provide professional development (PD) and technical assistance (TA) services to teachers of adult education. (**RFP #R0699**)

Estimated Contract Amount	Funding Source	Contract Term	Procurement Method	Is Contract Retroactive?	Contract Type
$1,178,306	New York State Employment Preparation Education (EPE)	Three years with two one-year options to extend	RFP	No	Requirements

Vendor Name	Estimated Contract Amount
Literacy Assistance Center, Inc. (LAC)	**$875,366**
Proliteracy Worldwide (Proliteracy)	**$302,940**

Service Requestor/Contract Manager:	Division of Contracts and Purchasing Contact:
Ira Yankwitt, Executive Director of Program Initiatives	Paul Simms, Procurement Analyst
Office of Adult & Continuing Education	Division of Contracts & Purchasing

STATEMENT OF PURPOSE

Approval is sought to contract with the above named vendors, to provide professional development for adult educators. The aim of these services is to extend the scope of the current program targeted at improving student retention and to support contextualized curriculum and instruction in the Office of Adult and Continuing Education (OACE) schools and classes. The cost for these services will total approximately $1.2 million and will vary annually. The term of each requirements contract is three (3) years with an option to extend the contract for two (2) additional 1-year terms. The estimated contract amount does not include the costs for the optional extension periods. The anticipated start date for service is July 1, 2010.

DISCUSSION

OACE offers Basic Education, General Education Development, English as a Second Language and Career and Technical Education classes to adults 21 and over throughout the City. OACE's program is divided into nine regions -- known as "schools" -- that offer classes throughout the City's immigrant and low-income neighborhoods. Some schools consist of a single learning center while others consist of field sites and hold classes in community-based organizations, churches, and public school buildings. Each OACE school is led by a principal and assistant principal, and is staffed by an instructional facilitator (staff developer), case managers, paraprofessionals, and data teams, as well as full and part-time teachers, and part-time evening supervisors. During 2008-2009, OACE served approximately 40,000 students in about 900 classes. This is a reduction of approximately one third in the number of students served during the prior year due, in part, to positive student retention rates.

The DOE does not have the capacity to train our teachers and administrators of adult education. As a result, services were sought through a competitive procurement. Prior to this solicitation OACE did not contract with external vendors for these services and had no unified, consistent approach to curriculum and instruction. A competitive sealed bid would not be suitable because of the variety of required strategies and their qualitative differences. The RFP sought an array of vendors capable of providing a variety of instructional approaches and techniques, and to select those that could be combined to form a coherent, unified program. Specifically, the RFP sought strategies for improving the practices of teachers, administrators, case managers and paraprofessionals in all of OACE's nine schools. The RFP targeted 1,290 potential vendors via mailing and was also posted in the City Record and the National Institute for Literacy's public bulletin board and address list server.

The RFP included the following four components:

1. **Professional Development in Adult Basic Education (ABE) and General Education Development (GED) Instruction**
2. **Professional Development in ABE/GED Numeracy Instruction**
3. **Professional Development in English as a Second Language (ESL) and English Language Civics (EL-Civics) Instruction**
4. **Technical Assistance in Persistence and Student Retention Strategies**

Vendors could propose for one or more components and proposals for each component were separately evaluated. Five (5) vendors proposed for Component 1 and Three (3) vendors proposed for Component 3. A proposal under Component 1 from Center for Literacy Studies/University of Tennessee or CLS/UT was deemed non-responsive and did not undergo evaluation. CLS/UT raised numerous exceptions to the requirements of the RFP. The vendor was advised that their prior refusal to sign a contract based on the same requirements as the RFP could disqualify their proposal. In response, the vendor stated that they cannot agree to the Department's terms.

The evaluation committee included representatives from OACE, including a Principal, Assistant Principal (both for Adult Education) and Adult Education Instructional Facilitators. The evaluation criteria were Program Plan (40 points), Organizational Capacity (10 points), Demonstrated Effectiveness (25 points) and Price (25 points). The evaluation committee selected a single vendor under components 2 and 4.

This RA provides for awards under components 1 and 3. Awards for components 2 and 4 were previously approved under a separate RA.

Component 1

Awardee is Literacy Assistance Center (LAC) offering three (3) PD programs for OACE's ABE/GED teachers and administrators. LAC was selected in part because they demonstrated flexibility in designing a framework to address the needs of OACE. Health Literacy instruction techniques, a strong component of LAC's proposal, were not offered by any other proposer. Each of the PD programs in the table below will be delivered to approximately 100 adult educators each year through a variety of workshops and technical assistance sessions. OACE will select the particular service and the size of cohorts as needed. Unit prices vary annually according to the size of cohorts for each program. The following table lists the average annual rate for each program that LAC will provide based on 100 participants served annually through each program.

Program Name	Annual Participant Rate
Adult Literacy Education Core Curriculum (ALECC)	$305
Health Literacy Instruction	$473
GED Instruction	$181

Component 3

Awardees are Proliteracy Worldwide and LAC. While both LAC and Proliteracy will provide PD services under this component, the content of their PD will be different. LAC offers PD on a wide variety of instructional practices, but did not propose PD on integrating technology into ESL instruction. Proliteracy will focus on integrating technology, and will base its PD on the Equipped for the Future Learning Standards that OACE has adopted. Each vendor will provide services to up to 80 teachers and 20 instructional facilitators, supervisors and paraprofessionals each year. Proliteracy will provide four (4) programs through 3-day workshops costing each participant approximately $1,010 over the course of 3 years. LAC proposes a variety of workshops and technical assistance sessions under six (6) programs. Each program serves a variety of cohort sizes and features multi-part workshops ranging from half day sessions to two day sessions and one hour TA sessions. The following table lists the average annual rate for each PD program offered by LAC.

Program Name	Annual Participant Rate[1]
Foundations In ESL	$258
Teaching ESL to Adults	$752
Contextualized Instruction	$298
English Language Civics	$420
Managing Diversity	$213
Advanced English as a Second Language	$226

[1]Costs include workshops and technical assistance sessions to up to 100 educators annually.

DCP's Vendor Research and Price Analysis unit (VRPA) conducted cost analysis on the proposed budgets. In conducting its cost analysis, VRPA sought price comparisons for LAC labor rates by utilizing its previous contracts with NYCDOE, the New York State Education Department, and other vendors providing similar services. VRPA negotiated with LAC to remove the annual rate increases and apply the first year's rate over the entire term of the contract. This resulted in a potential savings of $29,497. Further, LAC provided the DOE with an in-kind contribution of training packets for participants valued at $108,600 for Components 1 and 3. For Proliteracy, VRPA sought price comparisons by utilizing the Bureau of Labor Statistics. VRPA negotiated with Proliteracy for a reduction in the number of staff hours, which resulted in a total potential savings of $80,380 for the three year term of the contract. Based on the overall information provided, it can be determined that prices submitted by LAC and Proliteracy be deemed fair and reasonable.

Dun and Bradstreet reports the lowest (best) supplier evaluation risk rating for both vendors and a financial condition rating of *strong* for LAC and *good* for Proliteracy. DCP reviewed the City's VENDEX for each vendor and no adverse information has been identified concerning LAC's or Proliteracy's background. Therefore, each vendor is deemed to be responsible and able to fulfill the terms of this contract.

The table below shows each proposer's price, over the 3-year contract period, to provide a combination of workshops and technical assistance, for up to 78 hours of PD service under each component per participant and delivered to up to 100 adult educators annually:

Component 1 (PD in ABE/GED Instruction)

Rank	Proposer	Initial Price	BAFO Price
1	**Literacy Assistance Center**	**$300,589**	**$287,750**
2	DTI Associates	$176,421	N/A
3	Wilson Language	$118,866	N/A
4	13 WNET NY	$559,950	N/A

Note: Proposal from Center for Literacy Studies/University of Tennessee was deemed non-responsive.

Component 3 (PD in ESL/EL-Civics Instruction)

Rank	Proposer	Initial Price	BAFO Price
1	**Literacy Assistance Center**	**$592,863**	**$587,616**
2	**Proliteracy**	**$246,275***	**$302,940**
3	Center for Applied Linguistics	$242,234	N/A

* The initial price was lower because Proliteracy proposed a combination of onsite and online PD, while OACE desired a more face-to-face approach. As a result, the BAFO proposal accounted for the additional labor costs necessary to increase service delivery to units of three days of onsite training instead of one day as was initially proposed.

Item: 6

Description:

Recruit, select, train and provide job search support to non-traditional candidates to become public school teachers as part of the New York City Teaching Fellow's Program.

REQUEST FOR AUTHORIZATION

For the provision of recruiting, selecting, training, and providing job search support to non-traditional candidates to become public school teachers as part of the New York City Teaching Fellows Program.

Estimated Contract Amount	Funding Source	Contract Term	Procurement Method	Is Contract Retroactive?	Contract Type
Annual Average $4,186,705 **5-Year Total** $20,933,523	Tax Levy	5 Years and 6 months	RFP	No	Requirements
Vendor Name & Address	The New Teacher Project, Inc. 186 Joralemon Street, Suite 300 Brooklyn, NY 11201				

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Vicki Bernstein, Executive Director	Stephen Stamo, Procurement Analyst
Office of Teacher Recruitment and Quality	Division of Contracts & Purchasing (DCP)

STATEMENT OF PURPOSE

Approval is sought to contract with the New Teacher Project to recruit, select, train, and provide job search support to non-traditional candidates to become public school teachers as part of the New York City Teaching Fellows Program. The contract will be active for approximately five (5) years and six (6) months commencing on or around September 1, 2010. The term of the contract includes an extra six months to allow the Office of Teacher Recruitment and Quality to transition to a new contract, as well as provide flexibility to make payments for candidates hired after the expiration of the contract.

DISCUSSION

In the spring of 2000, the NYC Teaching Fellows program was launched to help staff the highest-need subject area classrooms in New York City's hardest-to-staff schools by recruiting top-tier, dedicated individuals without education backgrounds to become teachers. The key elements of the Fellows program include a rigorous recruitment and selection process, an intensive pre-service training program. Since the inception of the program, nearly 16,000 candidates have become teachers in NYC schools. The NYC Teaching Fellows program is now the largest local alternative teacher certification program in the country and has been nationally recognized as an exemplary model of teacher recruitment and training. The program is designed to meet NY State requirements for alternative teacher certification.

In 2008, the National Bureau of Economic Research published a study which credited the NYC Teaching Fellows program in part for the considerable narrowing in the teacher qualification gap between high-poverty and low-poverty schools in New York City between 2000 and 2005. In the poorest schools, these better-qualified teachers have driven improvements in student achievement. Several external studies have shown that, on average, Teaching Fellows are as effective as teachers who are prepared through more traditional pathways. Further, their retention is virtually the same as traditionally certified teachers in similar schools.

NYC Teaching Fellows targets talented professionals and recent college graduates. Each year the composition of the Fellows program – size and subject areas – is adjusted to meet the hiring needs that cannot be filled by traditionally certified teachers. Although the Department is facing significant budget reductions, consequent hiring restrictions and layoffs, there may be continued hiring needs for teachers qualified in shortage subject areas, such as special education, science, and math. In short, the proposed contract gives the NYCDOE the flexibility to meet the hiring requirements of the highest-need subjects in the hardest-to-staff schools through the Teaching Fellows program.

A Request for Proposal is the preferred procurement method because the quality of the personnel providing these services, particularly in the area of selection and training, as well as the organization's past performance and level of expertise must be considered.

The Office of Teacher Recruitment and Quality (TRQ) does not possess the resources needed to provide these services directly in an economical manner. Contracting out allows TRQ to leverage an outside vendor's specialized skills and expertise to bring in the highest quality non-traditional candidates for high need schools and subject areas. It also gives TRQ more flexibility to respond to changes in hiring needs; thus allowing an outside vendor to adjust resources and the cost to the NYCDOE according to the labor market trends and hiring needs of the schools.

The RFP solicitation was advertised in the City Record, posted on the NYCDOE website, and downloaded by 46 vendors. The proposals for The New Teacher Project (TNTP) and Rosario E. Magno Intl. Staffing Inc. (Rosario) were received and evaluated on: Program Plan (25 points), Organizational Capacity (20 points), Demonstrated Effectiveness (25 points) and Price (30 points). Proposals were evaluated by a three member committee drawn from the Office of Teacher Recruitment and Quality and the Office of Talent and New Initiatives. Members included the Chief of Staff for Talent and New Initiatives, lead manager for Hiring Support, and the lead manager of the NYC Teaching Fellows program, all of whom have a thorough knowledge of the demand for and distribution of high-quality teachers in shortage areas. The three member committee selected TNTP. TNTP's proposal better delineated recruitment, selection and other processes, including components of the pre-service training that provide the foundation for participants to become effective teachers in high need schools. Furthermore, TNTP will continue to manage the technological systems developed under their current contract.

Pricing is dependent on the target cohort size established prior to the school year. The contractor will be paid for a cohort of candidates completing all phases of the program including training to be eligible to be hired and securing full time teaching positions. This approach is especially merited in a time of constrained resources where it is likely that schools will have limited hiring needs.

In order to initiate the program annually, the target teaching pool must be fifty (50) Fellows at a minimum. At the same time, the contract pricing structure can accommodate larger cohorts should hiring needs increase over the next five years. In any given year, should there be no requirement for Fellows, the NYCDOE is under no obligation to use the services. TRQ will notify TNTP of the target cohort size prior to the start of the school year. Fellows who do not secure full-time teaching positions by the start of the school year may participate in an extended training program, allowing the NYCODE the flexibility to staff vacancies after the school year begins.

The Policy and Vendor Performance unit conducted a comprehensive background check on TNTP and revealed no adverse findings. Additionally, the program manager provided a performance evaluation attesting to TNTP's previous satisfactory performance. Thus, the vendor is deemed to be responsible.

A review of the vendor's pricing by the Cost Price Analysis (CPA) unit was conducted. The cost for the program at the maximum cohort size (1500+ candidates) is lower than the current 5-year contract. The cost of training 2,000 teachers under the current contract is $2,258 per candidate. Under this contract, the cost per candidate in a similar cohort size is $2,097, a 7% decrease from the current contract. In subsequent years, cost increases range from 1% to 4% as compared to the current contract which allowed increases that ranged from 3.3% to 6.3%. As the costs in the proposed budget compare favorably to the past contracted budget, and TNTP's labor costs remain low compared to comparable services, the pricing may be deemed fair and reasonable. Overall price negotiations yielded savings of $444,100 against the original budget for years 2-5.

Given anticipated limited hiring needs by the schools, the target teaching pool for the first year of the contract is 450. Based on this target, the cost for the first year of the contract is approximately $2,705,002.

The chart below indicates the pricing for each cohort range for the first year.

Cohort Size (Fellows)	Total Cost Per Contract Terms
50-350	$2,993,509
351-450	$3,179,065
451-550	$3,339,937
551-750	$3,673,261
751-900	$3,847,407
901-1150	$4,097,011
1151-1500	$4,281,868
1501-2000	$4,441,696

Below is a comparison of initial proposal pricing (first year) to final negotiated BAFO pricing.

Vendor	Initial Annual Amount	BAFO Annual Amount
The New Teacher Project	$4,492,914	$4,441,696
Rosario E. Magno Intl. Staffing Inc.	$14,377,877	$11,273,747

Item: 7

Description:

Furnish and deliver disposable goods and cleaning supplies to the School Food warehouse and directly to high schools.

REQUEST FOR AUTHORIZATION
RFB B1165 – Cafeteria Disposables and Cleaning Supplies

Estimated Contract Cost	Funding Source	Term of Contract	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$11,257,184 Annual $53,471,623 for contract term	Tax Levy	4 Years	270 days optional contract extension	Request for Bid	No	Requirement
Vendor Name & Address	See Table Below for Awardees and Contract Data					

Service Requestor/Contract Manager:	Division of Contracts and Purchasing Contact
Janice Zapinsky, Contract Manager	Edward Ginsberg, Procurement Analyst
Office of School Support Services (OSSS)	Division of Contracts & Purchasing

Vendor Name	Address	Annual Amount	Total Amount
All One Source	11 Milton Street, Brooklyn, NY 11222	$9,101,542	$43,232,325
Appco Paper	3949 Austin Blvd, Island Park, NY 11558	$2,155,642	$10,239,298

STATEMENT OF PURPOSE

Approval is sought to contract with All One Source and Appco paper to provide delivery of paper, disposable goods and cleaning supplies to the School Food warehouse and directly to high schools. The combined estimated value of the contracts is $11,257,184 per year and $53,471,623 over the 4 year term of the contracts. The contracts will commence upon execution and expire on November 30, 2014. The DOE has the option to further extend for an additional period of 270 days at the same prices plus or minus the annual Producer Price Index (PPI) adjustment.

DISCUSSION

This bid was advertised for seven (7) days in the City Record and on the DCP web site. Eleven (11) bids were received covering 109 items grouped in 4 Aggregate Classes, of which this RA covers Classes 1, 3 and 4. Classes 1 and 3 cover the same 87 items of paper and disposable goods with Class 1 providing delivery of bulk orders to the School Food warehouse and Class 3 providing delivery to high schools throughout the five boroughs. Class 4 covers 22 items of cleaning supplies for delivery to high schools throughout the five boroughs. A subsequent RA will cover Aggregate Class 2 providing delivery of cleaning supplies to the School Food warehouse.

Eight (8) bids were received for Aggregate Class 1 (paper and disposable warehouse delivery) of which five (5) were non responsive. Six (6) bids were received for Aggregate Class 3 (paper and disposable high school delivery) of which three (3) were non responsive. Five (5) bids were received for Aggregate Class 4 (cleaning supplies high school delivery) of which one (1) was non responsive. These non responsive bids were determined to be so because the bidders did not offer the full line of products required in the RFB. All One Source, the low bidder for Aggregate Class 1 and Appco the low bidder for Aggregate Classes 3 and 4 met all bid specifications and are recommended for award.

Vendor Research and Price Analysis (VRPA) conducted a comprehensive background check on All One Source and Appco. No adverse information was uncovered for Appco. For All One Source, VRPA found that the NYC Department of Finance (DOF) had no record of the vendor's filing 2005 taxes. The vendor was made aware of this issue and a copy of their 2005 tax return was submitted to the DOF.

A review of vendor financial statements did not reveal any risk associated with doing business with All One Source or Appco. Since, All One Source is a new vendor, a qualification meeting was held. It was determined that All One has the financial stability and capacity required to service this contract. Appco has provided service under prior contracts and School Food determined their performance to be satisfactory, so a qualification meeting was not necessary.

The average prices for the paper and disposable items (Class 1 and 3) are approximately 19% lower than in the previous contract. The average prices for cleaning supplies (Class 4) are 7% higher than on the previous contract. A Cost Price Analysis was done for Class 1 (cost of contract over $10 million) and prices were found to be favorable to the DOE based on the comparison of current contracted prices. In addition, due to the competitive procurement for all classes, prices are deemed fair and reasonable.

Item: 8

Description:

Furnish and deliver custodial supplies to all DOE facilities and schools.

REQUEST FOR AUTHORIZATION

SDI Incorporated, to furnish and deliver custodial supplies to approximately 1200 facilities throughout New York City under the jurisdiction of the Department of Education

Contract Cost	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Ty
$17,610,567 Annual **$96,861,118 Contract term**	Tax Levy	5 Years	180 days optional contract extension	RFB	No	Requirement
Vendor Name & Address	SDI Incorporated 1414 Radcliff Street Bristol PA. 19007					

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
John O'Connell, Executive Director	Shelley Epstein
Division of School Facilities)	Division of contracts and Purchasing
(718) 349-5610	(718) 935-2066

STATEMENT OF PURPOSE

The Chancellor's approval is requested to contract with SDI Incorporated to furnish and provide inside delivery of custodial supplies for all DOE facilities and schools. This contract will be active for five years commencing upon registration of the contract with the New York City Comptroller's Office and expiring June 30, 2015, with estimated annual expenditures of $17,610,567. The vendor may exercise the option to terminate the contract three (3) years after registration provided written notification is submitted to the DOE at least two hundred and seventy (270) days in advance.

DISCUSSION

This contract requires the vendor to provide inside delivery of custodial supplies within five days after order to locations throughout the city. Custodial supplies are currently provided by SDI, an integrated supplier. SDI procures and delivers custodial supplies to schools and facilities throughout DOE.

DSF identified three hundred (300) high usage items (Subclass A) for which vendors were required to quote their best unit price. Subclass A represents seventy (70) % of the total spend for custodial supplies. The remaining items were categorized as catalog items (Subclass B), for which vendors were required to quote a discount off the latest distributor catalog(s) and price lists. Subclass B represents thirty (30) % of the total spend for custodial supplies. To evaluate the best discount, a random sample (market basket) of approximately one hundred (100) generic items in sixteen (16) categories, available in commercial catalogs, was selected. The Division of Contracts and Purchasing ensured that both the one hundred (100) items and the market basket evaluation procedures were confidential.

Extensive outreach was conducted to encourage vendors to participate and bids were received from six vendors, although SDI was the only responsive bid. The other vendors were deemed non responsive for the following reasons:

- Sam Tell and Son submitted bids on only thirty (30) high usage items. They did not bid on the catalog items.
- Conserve Flag Company did not bid on the 300 high usage items and only on bid one category in the catalog section (flags).
- All American Poly bid on only 9 high usage items and merely referenced a category in the catalog items (plastic bags).
- Marjam did not bid on 18 high usage items and did not supply catalogs or pricing for the required categories. While Marjam listed discounts by category, they did not submit specific catalogs and prices with their bid.
- Lighting and Supplies d/b/a Sunshine Lighting bid on all 300 high usage items but did not provide sufficient catalog(s) and pricing for the catalog section.

All of these vendors were notified in writing that their bids were not responsive and no protests were received.

SDI's total for high usage items (Sub Class A) is $14,776,464, 4% less than the Sunshine (the only other responsive bid) for Sub Class A.

Also while the bid from Marjam was incomplete, a comparison was done for the 292 items they bid. SDI's pricing was 29% less than Marjam for those items.

In addition, although the bid from Sunshine for Class B was incomplete, a comparison was also done for 56 market basket items from Sunshine where we were able to compare the same items from SDI. SDI's total was 13% less than Sunshine's pricing for these items.

The Vendor Research and Price Analysis Unit (VRPA) determined that the market basket analysis and the price comparisons conducted can be used to support the conclusion that SDI's prices are fair and reasonable.

VRPA conducted a background check on SDI and found a Daily News article from 2009 alleging that SDI, was overcharging the DOE on some common items, however the prices referenced in the article did not represent a fair comparison in that they did not include five day delivery requirements, assembly and packaging of complete orders, warehousing, and reporting as required by the DOE.

In addition, the previous Comptroller refused to register a new DOE contract with SDI for Maintenance Material Management, challenging the way the contract was awarded. DOE responded to the Comptroller's concerns, explaining the procurement and how the award was made, and moved forward with the contract.

SDI has held the contract for custodial supplies for the last seven years and has provided satisfactory service to the DSF. As such a qualification meeting was not necessary. DSF is confident they will continue to provide good service. After a review of SDI's financials, it was determined that SDI has the financial capacity to service this contract.

On average the pricing on this contract is 13 % lower than the previous contract.

Item: 9

Description:

General construction work for schools and facilities in Queens.

REQUEST FOR AUTHORIZATION

Cisco General Construction, for a Job Order Contract for General Construction

Contract Cost	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$3,000,00 annual cost $13,500,000 for contract term	Tax Levy	2 Years	2 year bilateral option to renew and a 180 day extension	RFB	No	Requirement
Vendor Name & Address	Cisco General Construction					
	8771 118 Street					
	Richmond Hill New York, 11418					

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Volkert Braren, Program Manager	Shelley Epstein, Director
Division of School Facilities (DSF)	Division Of contracts and Purchasing Name)

STATEMENT OF PURPOSE

Approval is sought to contract with Cisco General Construction Inc. for a Job Order Contract for General Construction in Queens. The award is for two years commencing with the registration of the contract. There is a bilateral two year option to renew. The annual estimated usage, based on prior usage, is $3,000,000. This contract is replacing a previous contract where the vendor opted not to renew.

DISCUSSION

Through this job order contract (JOC), each task has a pre-set unit price listed in a construction task catalog. Technical specifications are included for all tasks. Bidders were required to submit two multipliers (adjustment factors), each specified to four decimal places, which are used to calculate the bidder's price for work done during normal hours and for work done after hours. Estimates were provided for the percentage of work that is to be done during the two periods.

The bid was advertised for seven days in the City Record and on the DCP web site. Nineteen bids were received. Cisco, the low bidder, met all the bid specifications and is recommended for award. Cisco has held prior contracts with DSF and their performance has been satisfactory. As such, a qualification meeting was not necessary.

The Vendor Research and Price Analysis Unit (VRPA) conducted a background check and found that Cisco had outstanding liens. VRPA received a signed copy of an installment agreement from the Department of Treasury-Internal Revenue Service dated April 20, 2010 calling for Cisco to make monthly payments. Four other liens were identified and VRPA received notarized attestations from a principal at Cisco that they never lived at any of the four locations listed on these liens.

After a review of their financials, it was determined that Cisco has the financial capacity to service this contract. DCP received letters from Cisco's suppliers stating that their payment terms were 30 to 60 days and they had a good payment record. Cisco will also provide payment and performance bonds in the amount of the annual estimate value of this contract.

On average, the pricing on this contract is 14% less than the previous contract for similar items. The state of the economy and the fact that vendors need to keep operating are factors contributing to the decrease. This was a competitive bid process assuring that all prices are fair and reasonable.

Item: 10

Description:

Labor, material and supervision necessary for heating, ventilation and air conditioning efficiency projects in schools.

REQUEST FOR AUTHORIZATION

Volmar Construction Inc. to provide Job Oder Contracts for HVAC Efficiency Projects

Contract Cost	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$7,000,000 Annual $31,500,000 for contract term	Stimulus Funds	2 years	2 year bilateral option to renew and 180 day option	RFB	No	Requirement
Vendor Name & Address	Volmar Construction Inc. 440 2nd Avenue Brooklyn NY 11232					

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Volkert Braren, Program Director	Shelley Epstein
Division of School Facilities)	Division of contracts and Purchasing
(718) 610-0214	(718) 935-2066

STATEMENT OF PURPOSE

Approval is sought to contract with Volmar Construction for all labor, material and supervision necessary for heating, ventilation and air conditioning (HVAC) efficiency projects for schools in Integrated Service Centers (ISC) 1, 3, 4 and 5. The estimated annual expenditures are $7,000,000 throughout the life of the agreement and will be funded by DSF using funds received from the Federal Stimulus Program. The contract will be active for two years with a two year bilateral option to renew and a 180 day extension.

DISCUSSION

This bid was advertised for seven (7) days in the City record and on the DCP web site. There were five aggregate classes in the bid, one for each ISC. Ten bids were received for each of aggregate class 1, 2, and 3 (ISC 1, 2 and 3) respectively and eleven bids were received for aggregate class 4 and 5 (ISC 4 and 5). Awards will be made as vendors complete the evaluation process. As such, a subsequent RA will follow for aggregate class 2 (ISC 2).

The bid document stated the intention of the DOE to award only one aggregate class to any one bidder while reserving the right to award more than one aggregate class to a bidder. In such cases, the bidder is required to demonstrate that it has sufficient qualified personnel, equipment and facilities to ensure that award of multiple aggregate classes will not lower the overall quality of services. Volmar Construction was the low bidder for aggregate 1, 3, 4, and 5. As the DOE was evaluating the bids, the second low bidder was found non- responsible for not providing critical information in their responses to questions on their vendex submission and was therefore rejected. We then looked to the third lowest bidder but there prices were notably higher. The annual cost increase between Volmar and the next lowest bidder for each of class 1 and class 3 is $131,250 (6.9%), $ 240,625 (11.8%) for class 4 and $293,125 (14%) for class 5.

A pre-award meeting was held with Volmar and it was determined they had the operational capacity to service all 4 aggregate classes. Volmar has been a job order contractor with the DOE for general construction work since 1998. They provided the DOE with detailed resumes of their staff and reports of satisfactory past performance for HVAC work with the NYC Department of Design and Construction (DDC). Their contract with DDC covered all aspects of HVAC and related disciplines for work in NYC Library and Cultural Facilities in the five boroughs of New York City. The work was done using a combination of subcontractors and in-house staff. This is the same type of work they will provide for the DOE. The greatest cost savings is achieved by awarding the four classes to Volmar.

Accordingly, award is recommended to Volmar for aggregate class 1, 3, 4 and 5 (ISC 1, 3, 4 and 5). DSF has had prior contracts with Volmar and their performance has been satisfactory. DSF is confident they will continue to provide good service. A review of financial statements did not reveal any risk associated with doing business with Volmar Construction.

The Vendor Research and Price Analysis Unit (VRPA) conducted a comprehensive background check on Volmar Construction and found self reported OSHA violations. All are presently closed. The DOL notified subcontractors of Volmar that they underpaid five employees and they owed several employees fringe benefits. Volmar informed VRPA that they no longer work with any of those subcontractors. Volmar has also self reported prevailing wage violations, all involving subcontractors, which they settled as non-willful violations and therefore did not have to claim guilt. Volmar Services merged with Volmar Construction in 2009. There was an outstanding lien against Volmar Services which was paid by Volmar Construction.

VRPA conducted a cost/price analyses on Volmar and deemed their prices to be fair and reasonable. On average the prices on these contracts are 8 % lower than the previous contracts. The state of the economy and the fact that vendors need work to keep operating are factors contributing to the decrease.

Item: 11

Description:
Withdrawn

Item: 12

Description:

Professional development at transfer and similar schools to help meet the teaching and learning needs of over-age and under-credited students.

REQUEST FOR AUTHORIZATION

For the provision of professional development at Transfer Schools and Similar Schools- PQS# R0778.

Estimated Contract Cost	Funding Source	Contract Term	Procurement Method	Is Contract Retroactive?	Contract Type
$200,000 total annually, $1,000,000 total over term of contracts	Tax Levy	5 years	PQS	Yes	Requirement

Vendor	Estimated Total Contract Amount
Center for Urban Education	$500,000
IDE Corp.	$250,000
Sound Reading Solutions	$250,000

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Steve Higgins	Stephen Stamo
Office of Multiple Pathways to Graduation	Division of Contracts and Purchasing

STATEMENT OF PURPOSE

Approval is sought to enter into requirements agreements with the above providers for professional development at Transfer Schools and similar schools. All of the contracts will be active for five (5) years commencing on or around March 1, 2010. These programs would be provided at the discretion of each participating school and the Office of Multiple Pathways to Graduation.

DISCUSSION

The Office of Multiple Pathways to Graduation (OMPG) works to help Transfer Schools meet the complex teaching and learning needs of over-age and under-credited students. Rigorous instruction is particularly vital to the success of students in these schools and programs as many of them arrive without a history of academic success. As part of this instruction, OMPG authored "A Professional Learning Path to Rigorous and Relevant Instruction: Lessons from the Transfer School Institute." Awarded vendors will provide coaching and training programs to support practioners in the implementation of this comprehensive model. These services were originally provided through the Bill and Melinda Gates Foundation, but those funds have since been discontinued. Notwithstanding, several Transfer Schools have expressed an interest in continuing these services.

Use of a Request for Bids is not possible because the relative expertise, experience and stability of prospective vendors must be considered. Accordingly, the Department issued PQS# R0778, seeking proposals from organizations to provide professional development and support for a set of best instructional practices and research based literacy/learning strategies, directly aligned with the aforementioned NYCDOE publication. A selection committee, consisting of four members from OMPG, was formed to evaluate proposals. They included the Chief Operation Officer, Director of Secondary Instruction, the Program Manager and Senior Analyst. All have a thorough knowledge of Transfer Schools and their unique needs through their daily interaction with the Transfer Schools.

Eight (8) proposals were received, but a proposal for Meditor Optimus, LLC was deemed non responsive because their proposal did not demonstrate the required experience. Of the remaining seven (7), the committee recommended three vendors for award. The Center for Urban Education demonstrated extensive experience as they have provided identical services pursuant to Gates Funding in the past. Sound Reading Solutions and IDE Corp. demonstrated knowledge of the comprehensive model and how the components of the model would be incorporated into the training they would provide.

The Cost Price Analysis (CPA) unit compared the proposed rates to those under similar contracts for professional development. It was determined that the rates for all three vendors fall within an acceptable hourly range per participant. Thus, pricing was deemed fair and reasonable.

The Division of Contracts and Purchasing has reviewed the City's VENDEX files and the Vendor C.I.P Report. No significant adverse information was revealed, so it was determined that the vendors are responsible.

As a part of the PQS process, all service requests over $25,000 must go through the Multiple Task Award Contract (MTAC) 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 awarded areas. Vendors will be required to provide a scope 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 (PO). This process is to ensure competition among the large number of vendors eligible to provide service as a result of this procurement. The PQS process allows ongoing proposal submission by vendors. Future RAs for these services will be submitted as new providers are presented for an award.

Item: 13

Description:

Professional development for early childhood educators.

REQUEST FOR AUTHORIZATION FOR THE PROVISION OF PROFESSIONAL DEVELOPMENT FOR EARLY CHILDHOOD EDUCATORS – RA #2

Estimated Annual/Total Contract Cost Total	Funding Source	Contract Term	Procurement Method	Is Contract Retroactive?	Contract Type
$1,860,000/ $5,580,000	Various Funding	3 Years	Multiple Task Award Contract	No	Requirements Contract

Service Requestor/Contract Manager	Division of Contracts and Purchasing
Recy Dunn, Director	Nicole Dawson, Procurement Contract Analyst
Office of Early Childhood Education (OECE)	Division of Contracts and Purchasing (DCP)
Tel: 212-374-0351	Tel: 718-935-2511

Statement of Purpose

Approval is sought to contract with three providers (listed in table on page 3) for professional development services for early childhood educators in either or both of two components:

- Component A – Professional development designed for teachers, social workers, early childhood coordinators, educational assistants, family assistants, peer coordinators, teacher leaders and coaches.
- Component B – Professional development designed for principals, site administrators, borough administrators and community based organization directors.

Services will be provided on a requirements basis at the discretion of participating schools and offices. A previous RA for twelve vendors was approved pursuant to the same solicitation.

Discussion

The objective of this procurement is to provide central offices, instructional specialists, instructional leaders and instructional learning organizations with high quality teaching methods to develop and deliver creative activities that improve student achievement.

Twelve awards were previously made on RA#1. As a result of the contract value greater than $1 million, Australian United States Services in Education (A.U.S.S.I.E) was recommended for award in RA #1, but was placed on hold pending completion of a full background check which has now been satisfied.

Two proposals were submitted after RA #1 was approved; both proposals were selected for award. Proposals were scored based on the following evaluation criteria: Program Plan (25 points); Organizational Capacity (25 points); Demonstrated Effectiveness (25 points) and Prices/Charges (25 points). An evaluation committee, consisting of 2 former teachers who now are school administrators with the Office of Early Childhood Education (OECE) and 1 OECE program manager, was established to assure that school needs were met by selected vendors. All awardees were chosen because their proposals received scores at or above the minimum threshold of 80 points

The estimated annual amount for the Kaplan and NCS Pearson contracts is based on the benchmark previously set in RA#1 of $60,000. The Aussie contract amount was based on the usage of the prior contract for these services.

The average pricing for programs offered for component A, such as onsite workshops for teachers and parent coordinators, is priced at $400 per hour, which is a low price compared to the $658 average of other contracted vendors under this solicitation. AUSSIE's pricing for programs offered for component B, such as onsite seminars for school administrators, is $350 per hour, which is also a low price compared to the $788 average of other contracted vendors under this solicitation.. Pricing is thus found to be fair and reasonable.

Due to A.U.S.S.I.E's estimated contract value, the Vendor Research and Price Analysis unit (VRPA) performed an extensive background check for this vendor. VRPA did not find any adverse information. The background check for Kaplan Early Learning Company and NCS Pearson included VENDEX, the Uniform Commercial Code, the Federal Tax Lien, and the Federal Excluded Parties List System. No adverse findings were uncovered. Based on the committee's recommendation and the lack of adverse findings, all three vendors have been determined responsible.

It is necessary to contract for personal 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

	Awarded Vendors	Component Services	Estimated Annual Amount	Total Contract Cost
1.	Australian and United States Services in Education (A.U.S.S.I.E) 352 Seventh Avenue Suite 12A New York, New York 10001	A & B	$500,000	$1,500,000
2.	NCS Pearson, Inc. 5601 Green Valley Drive Bloomington, MN 55437	A	$60,000	$180,000
3.	Kaplan Early Learning Company 1310 Lewisville-Clemmons Rd. Lewisville, NC 27023	A	$60,000	$180,000

Item: 14

Description:

Professional development and direct student services in social studies, citizenship/civics and global education.

REQUEST FOR AUTHORIZATION FOR THE PROVISION OF SOCIAL STUDIES PROFESSIONAL DEVELOPMENT AND DIRECT STUDENT SERVICES RA# 2

Estimated Annual/Total Contract Cost Total	Funding Source	Contract Term	Procurement Method	Is Contract Retroactive?	Contract Type
$605,000/ $3,025,000	Various Funding	5 years	Multiple Task Award Contract	No	Requirements Contract

Service Requestor/Contract Manager	Division of Contracts and Purchasing
Anna Commitante, Director	Xavier Cerda, Procurement Contract Analyst
English Language Arts, Social Studies, and Gifted & Talented Programs	Division of Contracts and Purchasing (DCP)
Tel: 212-374-2464	Tel: 718-935-2046

	Awarded Vendors	Component	Estimated Annual Amount	Total Contract Cost
1.	Facing History and Ourselves 16 Hurd Road, Brookline, MA 02445	1	$130,000	$650,000
2.	Learning Through An Expanded Arts Program, Inc. (LEAP) 441 West End Ave., Unit 2G, New York, NY 10024	1 and 2	$475,000	$2,375,000

Statement of Purpose

Approval is sought to contract with the two vendors listed above for social studies professional development and direct student services. These programs will be provided at the discretion of participating schools. RA #1 was previously approved for the award of contracts to eight vendors pursuant to the same solicitation.

Discussion

Two proposals were submitted after RA #1 was approved; both proposals were selected for award. The proposals were read and evaluated by evaluation committee members selected by the Director of English Language Arts, Social Studies, and Gifted & Talented Programs. The committee evaluating these proposals included two former teachers with a combined experience of 16 years in classrooms from elementary to high school. The third evaluator is a high-level program administrator. All have experience in evaluating learning materials and implementing programs aimed at achieving increases in student and teacher performance. The evaluation criteria were: Program Plan (25 points), Organizational Capacity (25 points), Pricing (25 points) and Demonstrated Effectiveness (25 points). Successful vendors must achieve a minimum score of 80.

In order to achieve the goals of several mandated initiatives to improve Kindergarten-12th grade social studies instruction, the solicitation included two components:

1. Professional development designed for teachers, administrators, social studies workers, early childhood coordinators, education assistants, family assistants, teacher leaders and coaches.
2. Direct student services designed to engage students in the classroom and out of the classroom in order to improve and enrich knowledge content.

Both proposals received are recommended for award of a contract. Next to each vendor's name in the chart above is the component(s) to be provided.

The contract amounts established for the two vendors are based on an average of expenditures on prior contracts for the same services. The hourly rates for these two vendors for professional development averaged approximately $243 per hour, with the highest at $252 for Facing History and Ourselves. Their rates are higher because they include up to 30 participants with two professional development instructors per three hour session. Their rates also include additional costs associated with providing on-site instruction. LEAP, Inc. provides direct student services at a rate of $90 per hour. In-class workshops for students are valued comparably to services provided by other vendors offering this type of service under other solicitations. All of the proposed rates were found to be fair and reasonable based on a comparison with rates charged by other vendors who were previously awarded contracts under the same solicitation.

Background checks for Facing History and Ourselves and LEAP, Inc., included VENDEX, the Uniform Commercial Code, the Federal Tax Lien, and the Federal Excluded Parties List System. No adverse findings were uncovered. A full background check for LEAP, Inc. was performed by Vendor Research and Price Analysis and no adverse findings were uncovered. Based on the committee's recommendation and the lack of adverse findings, Facing History and Ourselves and LEAP, Inc. have been determined responsible.

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

The Multiple Task Award Contract (MTAC) process is the preferred procurement method as this process ensures competition among a large number of specialized vendors to provide professional development services.

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.

Item: 15

Description:
Withdrawn

Item: 16

Description:

Professional development for teachers and administrators who provide services to English Language Learners.

AUTHORIZATION TO ENTER INTO AGREEMENTS WITH ELIGIBLE PROVIDERS FOR THE ENGLISH LANGUAGE LEARNERS PROFESSIONAL DEVELOPMENT SERVICES FOR THE NEW YORK CITY DEPARTMENT OF EDUCATION (PQS #1C617) – RA #2

Annual/Total Estimated Contract (s) Cost	Funding Source	Contract Term	Procure-ment Method	Is Contract Retroactive?	Contract Type
$724,500 / $3,622,500	Various including Tax levy & Reimburs-able funds	January 1, 2010 – December 31, 2014 (5 years)	Pre-Qualification Solicitation	No	Requirements
Vendor Name & Address	**Research Institute for the Study of Language in Urban Society (RISLUS)**				
	1091 River Avenue, Lakewood, NJ 08701				
	Estimated High Annual Amount $180,000 – Total Contract: $900,000 (Component #3 - PD on Academic Language Development)				
Vendor Name & Address	**Fordham University**				
	39 Broadway, Suite 1850, New York, NY 10006				
	Estimated High Annual Amount $544,500 – Total Contract: $2,722,500 (Component #3 - PD on Academic Language Development)				

Service Requestor/Contract Manager	Division of Contracts and Purchasing
Angelica Infante, Deputy Senior Instructional Manager	James E. Whitfield, Procurement Contract Manager
Office of Achievement for Students with Disabili-ties & English Language Learners	Division of Contracts and Purchasing (DCP)
Tel: 212-374-0562	Tel: 718-935-5129

Statement of Purpose

Approval is sought to enter into requirements contracts with the vendors listed above, to provide English Language Learner Professional Development services in academic language development. These programs will be provided at the discretion of schools. The estimated total cost for said services is $3,622,500 over five-years starting around January 1, 2010.

Discussion

Both vendors were solicited through a Pre-Qualification Solicitation (PQS) and will provide comprehensive professional development services for schools as well as various instructional programs conducted by school support organizations and central offices throughout the city. The PQS process was used to allow a selection of program options through an open enrollment process.

Vendors were asked to propose for one or more of the following components:

- Component 1 – Professional Development services in Spanish
- Component 2 – Professional Development services in one or more languages such as Arabic, Bengali, Chinese, Haitian Creole, Korean, Russian, or Urdu
- Component 3 – Professional Development services in academic language development
- Component 4 - Professional Development services in Mathematics, Science Social Studies, English and/or Foreign Language instruction

Proposals were scored based on the following Criteria: Program Plan (25 points), Demonstrated Effectiveness (25 points), Organizational Capacity (25 points) and Price (25 points). An evaluation committee of 3 former teachers who now are school administrators with the Office of Achievement for Students with Disabilities & English Language Learners was established to insure that school needs were being met by selected vendors. Both awardees demonstrated a strong capacity to provide services to our schools, and a clear understanding of how their services would be implemented.

Fordham's pricing was reduced by 34% through negotiations and the hourly rates for both proposed awardees' are between $53 - $83 per hour. These rates were found to be fair and reasonable based on a comparison with rates charged by similarly sized programs awarded under the first RA for these services.

Both vendors have undergone background checks including the Excluded Parties List, the (UCC) Uniform Commercial Code Lien Search, Vendex Advice of Caution, and the Vendor Watch list were used to verify standing. No adverse information was found for RISLUS. The Policy and Vendor Performance (P&VP) unit's background check on Fordham University revealed adverse findings reported on VENDEX pertaining to employment, buildings violations involving construction of the building elevators and a property lien of less than $5,000. All matters have been reported closed.

The estimated annual contract amounts for the awarded vendors were based on two primary factors: The Office of Achievement for Students with Disabilities & English Language Learners anticipates using a proposed RISLUS program priced at approximately $180,000 and information from prior year utilization was used to determine the anticipated spend for Fordham's program.

All service requests over $25,000 must go through the Multiple Task Award Contract (MTAC) process for procurement of services. In such cases, users will create a scope of services and conduct a mini-solicitation process among the awarded vendors in their awarded areas. Vendors will be required to provide a scope 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 (PO). This process is to ensure competition among the large number of vendors eligible to provide service as a result of this procurement.

Future RAs for these services will be submitted in batches as new providers are presented for an award.

Item: 17

Description:

Published and copyrighted library and reference materials.

REQUEST FOR AUTHORIZATION

To provide copyrighted and published materials.

Annual/Total Contract Cost	Funding Source	Contract Term	Procurement Method	Is Contract Retroactive?	Contract Type
$115,000/ $345,000	Reimbursable, Tax Levy, City Council	Three years	Listing Application	No	Requirements

Vendor Name & Address	Contract Term	Contact Amount
New Teacher Center 725 Front Street, Suite 400 Santa Cruz, CA 95060	05/01/10 – 04/30/13	$70,000/$210,000
Leren Education Center 119 Rutledge Street Brooklyn, NY 11211	05/01/10 – 04/30/13	$45,000/$135,000

Service Requestor/Contract Manager:	Division of Contracts and Purchasing Contact
Jennifer Ayuso Medina, Supervisor	Pat Garfunkel, Director
Division of Contracts & Purchasing	Division of Contracts & Purchasing
718-935-3331	718-935-2113

STATEMENT OF PURPOSE

Approval is sought to enter into contracts with the above-mentioned vendors to provide published and copyrighted materials for teacher development, library and reference materials, instructional and testing materials.

DISCUSSION

The New Teacher Center (NTC) is a national resource focused on teacher and administrator training and has been providing these materials and services to the DOE for the past 5 years. These materials can only be purchased from NTC and are not available through other channels of distribution.

Leren Education Center publishes library and reference materials and has been providing these materials to the DOE for over 15 years. These materials are copyrighted by Leren Education Center and can only be purchased from them.

Background checks were conducted by the Procurement Analyst including Uniform Commercial Code, Excluded Parties List and Vendex and there was no adverse information. Additionally, we are assured that no other institution, agency, school district, municipality or organization will receive better pricing than that being offered to the DOE.

Item: 18

Description:

Resources for students, schools and teachers to implement science investigations and expand science content knowledge.

REQUEST FOR AUTHORIZATION FOR URBAN ADVANTAGE PROGRAM I of II

Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$2,500,000	Tax Levy from City Council Allocation	07/01/2009-06/30/2010	NONE	City Council allocation Section 1-03 (c) of DOE Procurement Policy	YES	Full Value
Vendor Name & Address	American Museum of Natural History					
	Central Park West at 79th Street					
	New York, NY 10024					
	Contact: Mariet Morgon					

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Eduardo Contreras, Program Manager	Maxine Needle, Director of Grants
Office of Curriculum Standards and Academic Engagement	Division of Contracts and Purchasing

STATEMENT OF PURPOSE

Authorization is requested to contract with the above-named vendor for the Urban Advantage Program to assist in providing resources for students, schools and teachers to implement exemplary science investigations and to expand science content knowledge.

DISCUSSION

Urban Advantage works in conjunction with the New York City Department of Education and eight of NYC's cultural institutions to provide a science education program for NYC middle schools, science teachers, school administrators, students and their families. Their program includes teacher professional development, subsidized class field trips, access to science institutions through a voucher system and the procurement of supplies and equipment for classes and schools to support scientific investigation. The American Museum of Natural History (AMNH) has the primary responsibility for directing, coordinating and administering the Urban Advantage Program.

This contract has two funding components which involve two different procurement processes. Although there will be one contract, two RA's are being submitted - one for each procurement process.

The first funding component is a City Council member item allocation of $2.5 million that specifically names the vendor, AMNH, as the recipient of the funding.

The second component involves $500,000 of funds provided from the DOE's tax levy budget and an additional $500,000 of City tax levy funding which is being added to the program through the Negotiated Services procurement process. See the RA II of II for more information.

A competitive bid was not used because to have the services provided by another party would be contrary to the City Council's allocation.

The City Council allocation specifically named this vendor for the amount stated above. A contract for personal services is necessary because the contract is funded by a line-item budget

allocation which specifically named this vendor. To have the services provided by another party would be contrary to the allocation.

The Contract Manager's office has experience with the vendor and confirms they performed satisfactorily. DCP reviewed information regarding the vendor's background and found a pending Advice of Caution regarding a fine from the NYC Fire Department for an improper assembly permit. The fine was paid and we note that since 2007 there have been no further violations and conclude the matter was closed. There being no other adverse findings, vendor is responsible.

Item: 19

Description:

Operating expenses for Penny Harvest program, which involves students in District 7 gathering pennies and making grants with the proceeds.

REQUEST FOR AUTHORIZATION FOR COMMON CENTS NY INC.

Annual/Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$40,500/79,000	City Council	07/01/2008-06/30/2010	NONE	City Council allocation Section 1-03 (c) of DOE Procurement Policy	YES	Full Value
Vendor Name & Address	Common Cents NY In.					
	570 Columbus Avenue					
	New York, NY 10024					

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Program Manager: Eduardo Contreras	Maxine Needle, Director of Grants
Division of Teaching and Learning	Division of Contracts and Purchasing

STATEMENT OF PURPOSE

Authorization is requested to contract with the above-named vendor for the Penny Harvest Program

DISCUSSION

Penny Harvest is the largest service learning program active in New York City, operating in approximately 800 schools throughout the five boroughs. Through the program, children gather pennies, make grants and take action to help people and causes such as protecting the young and the elderly, supporting disaster relief, fighting disease and defending the environment and human rights. Annually, NYC children collect hundreds of thousands of dollars in grants for these causes

As children progress through the program, they learn to be responsible citizens, philanthropists and community organizers and leaders. Student leaders, usually 10-15 students across multiple grades, meet weekly for 16 weeks to represent their school in grant making. They research and discuss community issues with peers, and community members; identify, interview and visit potential grantees; and ultimately, make funding decisions.

Common Cents staff trains and supports teachers to link service projects with academic lessons and provides on-going assistance on-site. Common Cents also trains an adult facilitator in each school (a Penny Harvest Coach) to work with a group of student leaders to run the year-long program.

This contract is retroactive because the Office of Curriculum, Standards and Academic Engagement did not have a contact manager during the second part of FY 09, therefore a contract for Common Cents was not requested.

A City Council allocation specifically named this vendor for the amount stated above. A contract for personal services is necessary because the contract is funded by a line-item budget allocation which specifically named this vendor. To have the services provided by another party would be contrary to the allocation.

The vendor has provided satisfactory services in the past. DCP reviewed information regarding the vendor's background and found no information that should preclude an award.

Pricing was established by the grantor in the grant award.

Item: 20

Description:

Comprehensive youth and family oriented dropout prevention services for students and families of EBC High School for Public Service (K545).

REQUEST FOR AUTHORIZATION FOR DROPOUT PREVENTION AND INTERVENTION SERVICES

Annual/Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$75,000	Tax Levy	07/01/2009-06/30/2010	NONE	Section 1-03 (c) (City Council) of DOE Procurement Policy & Procedures	YES	Full Value
Vendor Name & Address	El Puente de Williamsburg, Inc					
	211 South 4th Street					
	Brooklyn, NY 11211					

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Program Manager: Vincent Chin	Maxine Needle, Director of Grants
Office: Office of School & Youth Development	Division of Contracts and Purchasing
Phone: 212-374-5505	Phone: 718-935-4355

STATEMENT OF PURPOSE

Authorization is requested contract with the above named vendor to provide comprehensive youth & family oriented dropout prevention services for students and families of EBC High School for Public Service (K545), a low performing, high need school in the city.

DISCUSSION

El Puente's dropout prevention services engage participants in a structured program where participants work toward specific goals with support from parents and school staff. The vendor will provide support services, such as mentoring/class advisories, leadership training, and community service organizing at the school during the school day. Holistic support activities, including academic support services, college prep, job skills training, pre-professional arts training, and leadership development will occur at the El Puente Bushwick Leadership Center. The facilities of this community center are available to participants and include classroom space, computer lab, dance studio, art studio, and community meeting spaces.

A City Council allocation specifically named this vendor for the amount stated above. A contract for personal services is necessary because the contract is funded by a line-item budget allocation which specifically named this vendor. To have the services provided by another party would be contrary to the allocation.

The Contract Manager's office has experience with the vendor providing these services and confirms they performed satisfactorily. DCP reviewed information regarding the vendor's background and found no information that should preclude an award.

Item: 21

Description:

Community learning center to provide after school academic enrichment to a high poverty and low performing school, MS302 (X302) in District 8. (Correction to the total contract cost of this previously approved item.)

CORRECTION TO REQUEST FOR AFTER SCHOOL PROGRAMS IN ACADEMIC ENRICHMENT, YOUTH DEVELOPMENT AND PARENT OUTREACH

Annual/ Total Contract Cost	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$103,482 / 413,928	Grant Awarded by USDOE 21st Century Round 4 Awarded through SED	7/1/09-6/30/10	Three(3) one (1) year options to renew	Vendor Named in Grant, per Section 1-03 (b) of DOE Procurement Policy & Procedures	No	Full Value
Vendor Name & Address	Episcopal Social Services					
	305 Seventh Avenue					
	New York, NY 10001					

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Vincent Chin, Program Manager	Maxine Needle, Director of Grants
Office of School and Youth Development	Division of Contracts and Purchasing

STATEMENT OF PURPOSE

Authorization is requested to correct RA 1578 due to an error in the Total Contract Cost. The total contract cost in the original RA was indicated to be $310,446, leaving out the final option year of the contract. Instead, it should be $413,928. This RA was approved at the Panel for Educational Policy meeting on March 23, 2010.

In addition, subsequent to the Panel having approved the award of this contract, the Special Commission for Investigation (SCI) issued a report regarding billing and record-keeping irregularities associated with Episcopal's Supplemental Education Services (SES) program. While the report finds fault with Episcopal, it also stated that they have "taken steps to address the problems" and does not recommend that we cease to do business with them. Further, the SES program has very substantial record-keeping requirements. The basis for payment and record-keeping requirements are not as demanding under this contract and, therefore, the SCI report does not warrant a determination that ESS be deemed non-responsible.

The previous RA is attached herewith.

REQUEST FOR AUTHORIZATION FOR AFTER SCHOOL PROGRAMS IN ACADEMIC ENRICHMENT, YOUTH DEVELOPMENT AND PARENT OUTREACH

Annual/ Total Contract Cost	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$103,482 / 310,446	Grant Awarded by USDOE 21st Century Round 4 Awarded through SED	7/1/09-6/30/10	Three(3) one (1) year options to renew	Vendor Named in Grant, per Section 1-03 (b) of DOE Procurement Policy & Procedures	No	Full Value
Vendor Name & Address	Episcopal Social Services 305 Seventh Avenue New York, NY 10001					

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Vincent Chin, Program Manager	Maxine Needle, Director of Grants
Office of School and Youth Development	Division of Contracts and Purchasing

STATEMENT OF PURPOSE

Authorization is requested to contract with the above-named vendor for after-school programs for students at MS 302 (X302) grades 6, 7 & 8.

DISCUSSION

Episcopal Social Services will provide services after school five days a week for 30 weeks during the school year. All participants will receive one hour of homework help each day with an activity specialist, tutor, instructor or program aide, at a maximum student-to-staff ratio of 15 to 1. Additional after-school programs include Gym, Game Room, Arts & Crafts, Music Theater, Dance and Youth Development.

The grantor's program is the 21st Century Community Learning Centers – NCLB, Title IV-B, Round 4 (NYSED Project #0187-10-4038). A contract for personal services is necessary because the contract is funded by a grant, and the grant award specifically named this vendor for the amount stated above. To have the services provided by another party would be contrary to the grant.

Episcopal was the subject of an Advice of Caution in VENDEX for non-compliance with the DOE's fingerprinting and security clearance policies. In January 2008, after the arrest of an employee at Automotive High School in Brooklyn, the DOE determined that Episcopal allowed the employee to start work prior to the issuance of security clearance by the DOE in violation of the contract's fingerprinting and security clearance requirements. Episcopal submitted a corrective action plan outlining how it intended to assure compliance with the DOE's fingerprinting and security policies and therefore, although the DOE terminated Episcopal's contract for service at Automotive High School, the vendor was allowed to continue providing services under other contracts with the Department.

The Contract Manager's office has experience working with Episcopal and confirms they have performed satisfactorily. Accordingly, Episcopal is considered responsive.

Item: 22

Description:
Withdrawn

Item: 23

Description:

Professional development workshops in critical themes in American history for middle school teachers in District 28.

REQUEST FOR AUTHORIZATION FOR PROFESSIONAL DEVELOPMENT IN TEACHING AMERICAN HISTORY

Annual/Total Contract Amount	Funding Source	Contract Term	Options	Procurement Method	Is Contract Retroactive?	Contract Type
$60,720/$121,440	Grant Awarded by USDOE Teaching American History	07/01/2009-06/30/2011	NONE	Vendor Named in Grant, per Section 1-03 (b) of DOE Procurement Policy & Procedures	YES	Full Value
Vendor Name & Address	Research Foundation/CUNY on behalf Gotham Center for NYC History					
	230 West 41st Street, 7th Floor					
	New York, NY 10036					

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Program Manager: Gus Hatzidimitriou	Maxine Needle, Director of Grants
Teaching and Learning- OSI Dept	Division of Contracts and Purchasing

STATEMENT OF PURPOSE

Authorization is requested to contract with the above-named vendor for planning and implementing professional development workshops in critical themes in American history for middle school teachers in CSD 28.

DISCUSSION

The Gotham Center will provide training in American History content knowledge to support teachers in their efforts to produce classroom materials for teaching American History. Training will be provided through a series of workshops at CUNY and other educational institutions. A summer institute will be offered to 60 participants in year two. In addition, the Gotham Center will provide historians for lectures.

The grantor's program is the Teaching American History Program, U215X080223. A contract for personal services is necessary because the contract is funded by a grant, and the grant award specifically named this vendor for the amount stated above. To have the services provided by another party would be contrary to the grant.

The Contract Manager's office has experience with the vendor and confirms they performed satisfactorily. DCP reviewed information regarding the vendor's background and found no information that should preclude an award.

Pricing was established by the grantor in the grant award.

Item: 24

Description:
Withdrawn

Item: 25

Description:

Add-on item. Extension of K-12 special education school year transportation services. (Correction to contract amount for this previously approved item.)

AMENDED REQUEST FOR AUTHORIZATION

To enter into five-year contract extension with Third Avenue Transit to provide special education transportation services

Contract Cost	Funding Source	Contract term	Procurement Method	Is Contract Retroactive	Contract Type
$6,549,766 estimated annual cost $32,748,829 estimated total cost	Tax Levy	July 1, 2010-June 30, 2015	Section 1-03(b) Exception	No	Requirements
Vendor Name & Address	Third Avenue Transit				
	1 Coffey Street				
	Brooklyn, New York 11231				

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Eric Goldstein, Chief Executive Officer	David Ross, Executive Director
Nutrition and Transportation	Division of Contracts & Purchasing

STATEMENT OF PURPOSE

Approval is sought to extend the below referenced contracts with Third Avenue Transit to provide special education services. The extension will run five (5) years from July 1, 2010 through June 30, 2015. The estimated cost to the Department of Education over 5 years is $32,748,829.

Contract	Name	Service Type
0000070	Third Avenue Transit	Special Education
0008108	Third Avenue Transit	Special Education

DISCUSSION

Prior Panel approval has already been received in the amount of $24,664,008. This amount did not include the cost of escort services fees. This amended Request for Authorization now includes those fees. All other information remains the same.

The Office of Pupil Transportation ("OPT") is responsible for providing and coordinating transportation services to and from school for eligible students in both public and non-public schools. Transportation services include stop-to-stop (general education) and door-to-door (special education) busing. Alternatively, the Department provides Metro Cards for use on public transportation.

Daily school bus transportation services are provided to approximately 160,000 through almost 8,700 distinct daily bus routes. These include nearly 2,100 general education and over 4,600 special education routes for the regular school year, and 2,000 special education routes during the summer. The fleet used to provide these services is composed of approximately 7,800 buses (including spares) operated by 48 bus companies. At present, Third Ave operates 40 buses during the regular school year and 8 buses during the summer, representing about .63% of the total number of winter routes and 1.88% of the total number of summer routes and their services have been consistently satisfactory.

Most of the current regular school contracts were originally bid in 1979 and a subsequent group of school year general education contracts were bid in 1986. Smaller groups of summer special education contracts, a specialized contract for non-ambulatory handicapped pupils, and school year special education and general education contracts were bid in 1988, 1989, 1994 and 1995.

New York State Education Law § 305 permits extensions of contracts originally subject to competitive bidding requirements in Subdivision 14. Specifically, this Subdivision states: "...The requirement for competitive bidding shall not apply to annual, biennial, or triennial extensions of a contract nor shall the requirement for competitive bidding apply to quadrennial or quinquennial year extensions of a contract involving transportation of pupils..."

OPT and the Division of Contracts and Purchasing (DCP) believe that it is in the Department's best interests to extend a portion of the existing contracts for differing lengths of time while incrementally introducing competitive requests for bids. Accordingly, OPT and DCP engaged in discussions with representatives of current service providers. In these discussions, the Department sought partners to both hold the line on costs and agree to what we believed were significant but reasonable concessions.

In addition to the more favorable contract terms articulated in the table below, Third Avenue does not charge the DOE any pass through or escort fees. In turn, the DOE has offered to extend their contract for five years. Price escalations will stay within the state prescribed Consumer Price Index (CPI) limits. The combination of generally better contract terms with prices that are generally lower than average to begin with allows us to conclude that pricing is fair and reasonable. The changes in contract provisions are as follows.

Category	Item	Current Extension Specification	Proposed New Extension Specification
Vehicles	GPS	All vehicles and dispatch operations will be equipped with GPS and back-up cellular at no cost to the contractor.	At Director's sole discretion, all or a portion of the vehicles and dispatch operations may be equipped with a telematics system, including but not limited to global positioning system (GPS), automatic vehicle location (AVL) functionality, and/or back up cellular emergency equipment. To the extent that the Director requires that telematics system units be added to any vehicles and dispatch stations, DOE will bear all costs.
Vehicles	Vacillation in the Number of Vehicles	During the life of the extension agreements the contractor would be entitled to restoration of any vehicles deleted during this period and subsequently needed again.	At no time after October 30th of each Extension Year will the Contractor be entitled to restoration of any additional vehicle(s) previously deleted.
Vehicles	Vacillation in the Number of Vehicles	Director shall offer any 'additional' vehicle(s) to contractors in the relevant contractual item as determined by the order of contractors established as of August 24, 2004 (the "Pick Order"),	"Pick Order" for school year contracts updated on an annual basis as of August 24th of each year for 10 month contracts and as of June1st of each year for summer contracts
Vehicles	New Laws, Rules, Regulations or Safety Features	Contractor must comply promptly with Federal, State and local changes, *provided*, the BOE shall pay one-half (½) of the cost of compliance with any new or revised State and/or local driver and/or operational procedures and/or for the purchase and installation of new safety features and/or other equipment in compliance with any such State and/or local legal and/or regulatory changes	The Contractor will promptly and at no cost to DOE comply with all Federal, State or local laws, rules and/or regulations that are enacted, updated, revised or amended on or after July 1, 2010, except for: (1) Local Law 61 of 2009 regarding retrofitting of, and age limitations upon, diesel powered school buses; (2) Local Law 42 of 2005 regarding emissions control systems and ultra-low sulfur diesel fuel; and, (3) any possible requirement to install video cameras on school buses. The NYCDOE will bear the cost of the foregoing exceptions.

Vehicles	Vintage	Current term allows vehicles to be as old as 19 years	Terms were updated so that no vehicle can be more than 16 years old at the start of the Extension year (e.g., June 30, 2010, no vehicle can be of a model year before 1994).
Vehicles	Air Conditioning	Ninety percent of small vehicles are required to be air conditioned.	By June 30, 2010, all small vehicles are required to be air-conditioned except spare vehicles which must all be air-conditioned by May 1, 2011. (Any child with IEP requiring air-conditioning must have air-conditioned bus.)
Vehicles	Insurance	Contractor's base premiums in place from prior policy year March 1, 2003 are not re-evaluated for adjustment by the DOE's insurance brokerage firm.	On an annual basis the DOE reserves the right to re-evaluate and adjust bus contractors base premiums based on contractors actual loss experience.
Terms and Conditions	Termination for Convenience	No cancellation for convenience	Allows for cancellation by the NYCDOE for convenience upon 365 days advance notice.
Payment	Calculation for Escort Cost Reimbursement	NYCDOE currently pays for actual escort costs. (I.e. if an escort is required to work on any DOE holiday contractor is required to pay premium pay such as time and a half or double time).	NYCDOE will not pay for escorts who do not work on Chancellor's Day and will only pay the straight daily escort rate for escorts who work on Chancellor's Day.
Payment	No Payment for Escort on Days Not Operated	Contractors are compensated for escort service on days when contractor was required to provide service and service was cancelled. (e.g. snow day)	Contractor electing traditional escort pay method shall not be paid for escort services for a no service day. (Contractors electing full escort cost reimbursement option are paid if an escort reports to work and school is cancelled, e.g., snow day.)

New Provisions		
Category	**Item**	**New Extension Specifications**
Payment	Claims for Payment Deadline	Invoices received any more than sixty (60) calendar days after the end of the month in which the service was rendered will be returned unpaid (except for court order, court judgment, DOE audit report, DOE error, or retroactive unemployment insurance rate changes).
Financials	Financial Statements	Within one hundred eighty (180) days after the end of the Contractor's fiscal year, the Contractor shall provide annually to the Director full and accurate copies of its annualized balance sheets, cash flow statements, statements of income and expenses and such other documents and records as the Director may reasonably request. All of the documents must be prepared by a Certified Public Accountant.
Terms and Conditions	Yearly audit and payment responsibility to pension and welfare funds	On at least an annual basis, the Contractor must submit to the OPT Director written confirmation that its pension fund and health/welfare fund liabilities have been audited and that there are no outstanding balances. If the Contractor is not subject to any requirements for pension fund and/or health/welfare fund contributions, the Contractor must submit to the OPT Director a written certification to that effect not later than September 30th of each Extension Year.
Terms and Conditions	Investigations	Section added to require the Contractor's cooperation with any governmental agency with appropriate jurisdiction in its investigations. It specifies terms under which cooperation and testimony must be given and penalties for any failure to comply.
Terms and Conditions	Conflicts of Interest	Section added to spell out what business and/or ownership interests any current or former Board or City employees may have with a contractor. It also prohibits gifts to Board officials/employees and details potential penalties.

Provisions removed from original contract and/or any extensions		
Terms and Conditions	Demographics	The NYCDOE shall not reduce the number of 'additional' vehicles held by the Contractor as of June 30th each extension year during the period of this Extension and Thirteenth Amendment Agreement, ***except*** in instances of decreases of student

		population affecting the Contractor's geographical service area(s) and/or type(s) of vehicle(s).
Terms and Conditions	Most Favored Nation Clause	The contractor's entitlement to any provisions offered in any extensions, amendments and/or Request for bids that provide favorable and/or more favorable terms, conditions and/or specifications to the Contractor.
Vehicles	New State and Local Laws, Rules, Regulations or Safety Features	Requires Contractors to undertake any new or revised State and/or Local procedures affecting school bus personnel or operations (*e.g.,* school bus personnel drug or alcohol testing, driver licensing or training procedures, *etc.*) or the introduction onto vehicles of new safety features or any other equipment (*e.g.,* increased seat-back padding, back-up beepers, stop arms, safety sensors, seat belts, *etc.)* with the DOE paying for one-half (½) of all compliance costs. (As noted above, the three exceptions to this are the following: (1) Local Law 61 of 2009 regarding retrofitting of, and age limitations upon, diesel powered school buses; (2) Local Law 42 of 2005 regarding emissions control systems and ultra-low sulfur diesel fuel; and, (3) any possible requirement to install video cameras on school buses. The NYCDOE will bear the cost of the foregoing exceptions.)

In light of the generally favorable contract terms and pricing offered by Third Avenue, the DOE has agreed to a five year contract extension. Third Avenue will be required to submit updated VENDEX forms and a background check will be conducted by DCP's Vendor Research and Price Analysis Unit. Any matters of concern will be brought to the Panel's attention prior to execution of this contract.

Item: 26

Description:

Add-on item. Extension of K-12 special education school year and summer transportation services. (Correction to contract amount for this previously approved item.)

AMENDED REQUEST FOR AUTHORIZATION

To enter into five-year contract extension with R&C Transit to provide special education transportation services

Contract Cost	Funding Source	Contract term	Procurement Method	Is Contract Retroactive	Contract Type
$786,498 estimated annual cost $3,932,490 estimated total cost	Tax Levy	July 1, 2010-June 30, 2015	Section 1-03(b) Exception	No	Requirements
Vendor Name & Address	R&C Transit				
	96-01 Springfield Blvd.				
	Queens Village, New York 11429				

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Eric Goldstein, Chief Executive Officer	David Ross, Executive Director
Nutrition and Transportation	Division of Contracts & Purchasing

STATEMENT OF PURPOSE

Approval is sought to extend the below referenced contracts with R&C Transit to provide special education and summer transportation services. The extension will run five (5) years from July 1, 2010 through June 30, 2015. The estimated cost to the Department of Education over 5 years is $3,932,490.

Contract	Name	Service Type
0004516	R&C Transit	Summer Transportation
0000070	R&C Transit	Special Education

DISCUSSION

Prior Panel approval has already been received in the amount of $2,475,466. This amount did not include the cost of escort services fees. This amended Request for Authorization now includes those fees. All other information remains the same.

The Office of Pupil Transportation ("OPT") is responsible for providing and coordinating transportation services to and from school for eligible students in both public and non-public schools. Transportation services include stop-to-stop (general education) and door-to-door (special education) busing. Alternatively, the Department provides Metro Cards for use on public transportation.

Daily school bus transportation services are provided to approximately 160,000 through almost 8,700 distinct daily bus routes. These include nearly 2,100 general education and over 4,600 special education routes for the regular school year, and 2,000 special education routes during the summer. The fleet used to provide these services is composed of approximately 7,800 buses (including spares) operated by 48 bus companies. At present, R&C operates 5 buses during the regular school year, representing about .07% of the total number of winter routes 4 buses during the summer representing about .19% of the total number of summer routes. Their services have been consistently satisfactory.

Most of the current regular school contracts were originally bid in 1979 and a subsequent group of school year general education contracts were bid in 1986. Smaller groups of summer special education contracts, a specialized contract for non-ambulatory handicapped pupils, and school year special education and general education contracts were bid in 1988, 1989, 1994 and 1995.

New York State Education Law § 305 permits extensions of contracts originally subject to competitive bidding requirements in Subdivision 14. Specifically, this Subdivision states: "...The requirement for competitive bidding shall not apply to annual, biennial, or triennial extensions of a contract nor shall the requirement for competitive bidding apply to quadrennial or quinquennial year extensions of a contract involving transportation of pupils..."

OPT and the Division of Contracts and Purchasing (DCP) believe that it is in the Department's best interests to extend a portion of the existing contracts for differing lengths of time while incrementally introducing competitive requests for bids. Accordingly, OPT and DCP engaged in discussions with representatives of current service providers. In these discussions, the Department sought partners to both hold the line on costs and agree to what we believed were significant but reasonable concessions.

In addition to the more favorable contract terms articulated in the table below, R&C has agreed to waive the 5% fee for escort administration and will not charge the pass through fee; anticipated savings are $10,847 annually and $54,235 over the contract period. In turn, the DOE has offered to extend their contract for five years. Price escalations will stay within the state prescribed Consumer Price Index (CPI) limits. The combination of generally better contract terms with prices that are generally lower than other companies to begin with allows us to conclude that pricing is fair and reasonable. The changes in contract provisions are as follows.

Category	Item	Current Extension Specification	Proposed New Extension Specification
Vehicles	GPS	All vehicles and dispatch operations will be equipped with GPS and back-up cellular at no cost to the contractor.	At Director's sole discretion, all or a portion of the vehicles and dispatch operations may be equipped with a telematics system, including but not limited to global positioning system (GPS), automatic vehicle location (AVL) functionality, and/or back up cellular emergency equipment. To the extent that the Director requires that telematics system units be added to any vehicles and dispatch stations, DOE will bear all costs.
Vehicles	Vacillation in the Number of Vehicles	During the life of the extension agreements the contractor would be entitled to restoration of any vehicles deleted during this period and subsequently needed again.	At no time after October 30th of each Extension Year will the Contractor be entitled to restoration of any additional vehicle(s) previously deleted.
Vehicles	Vacillation in the Number of Vehicles	Director shall offer any 'additional' vehicle(s) to contractors in the relevant contractual item as determined by the order of contractors established as of August 24, 2004 (the "Pick Order"),	"Pick Order" for school year contracts updated on an annual basis as of August 24th of each year for 10 month contracts and as of June1st of each year for summer contracts
Vehicles	New Laws, Rules, Regulations or Safety Features	Contractor must comply promptly with Federal, State and local changes, *provided*, the BOE shall pay one-half (½) of the cost of compliance with any new or revised State and/or local driver and/or operational procedures and/or for the purchase and installation of new safety features and/or other equipment in compliance with any such State	The Contractor will promptly and at no cost to DOE comply with all Federal, State or local laws, rules and/or regulations that are enacted, updated, revised or amended on or after July 1, 2010, except for: (1) Local Law 61 of 2009 regarding retrofitting of, and age limitations upon, diesel powered school buses; (2) Local Law 42 of 2005 regarding emissions control systems and ultra-low sulfur diesel fuel; and, (3) any possible requirement to install video cameras on school buses. The NYCDOE will bear the cost of the

		and/or local legal and/or regulatory changes	foregoing exceptions.
Vehicles	Vintage	Current term allows vehicles to be as old as 19 years	Terms were updated so that no vehicle can be more than 16 years old at the start of the Extension year (e.g., June 30, 2010, no vehicle can be of a model year before 1994).
Vehicles	Air Conditioning	Ninety percent of small vehicles are required to be air conditioned.	By June 30, 2010, all small vehicles are required to be air-conditioned except spare vehicles which must all be air-conditioned by May 1, 2011. (Any child with IEP requiring air-conditioning must have air-conditioned bus.)
Vehicles	Insurance	Contractor's base premiums in place from prior policy year March 1, 2003 are not re-evaluated for adjustment by the DOE's insurance brokerage firm.	On an annual basis the DOE reserves the right to re-evaluate and adjust bus contractors base premiums based on contractors actual loss experience.
Terms and Conditions	Termination for Convenience	No cancellation for convenience	Allows for cancellation by the NYCDOE for convenience upon 365 days advance notice.
Payment	Calculation for Escort Cost Reimbursement	NYCDOE currently pays for actual escort costs. (I.e. if an escort is required to work on any DOE holiday contractor is required to pay premium pay such as time and a half or double time).	NYCDOE will not pay for escorts who do not work on Chancellor's Day and will only pay the straight daily escort rate for escorts who work on Chancellor's Day.
Payment	No Payment for Escort on Days Not Operated	Contractors are compensated for escort service on days when contractor was required to provide service and service was cancelled. (e.g. snow day)	Contractor electing traditional escort pay method shall not be paid for escort services for a no service day. (Contractors electing full escort cost reimbursement option are paid if an escort reports to work and school is cancelled, e.g., snow day.)

New Provisions		
Category	**Item**	**New Extension Specifications**
Payment	Claims for Payment Deadline	Invoices received any more than sixty (60) calendar days after the end of the month in which the service was rendered will be returned unpaid (except for court order, court judgment, DOE audit report, DOE error, or retroactive unemployment insurance rate changes).
Financials	Financial Statements	Within one hundred eighty (180) days after the end of the Contractor's fiscal year, the Contractor shall provide annually to the Director full and accurate copies of its annualized balance sheets, cash flow statements, statements of income and expenses and such other documents and records as the Director may reasonably request. All of the documents must be prepared by a Certified Public Accountant.
Terms and Conditions	Yearly audit and payment responsibility to pension and welfare funds	On at least an annual basis, the Contractor must submit to the OPT Director written confirmation that its pension fund and health/welfare fund liabilities have been audited and that there are no outstanding balances. If the Contractor is not subject to any requirements for pension fund and/or health/welfare fund contributions, the Contractor must submit to the OPT Director a written certification to that effect not later than September 30th of each Extension Year.
Terms and Conditions	Investigations	Section added to require the Contractor's cooperation with any governmental agency with appropriate jurisdiction in its investigations. It specifies terms under which cooperation and testimony must be given and penalties for any failure to comply.
Terms and Conditions	Conflicts of Interest	Section added to spell out what business and/or ownership interests any current or former Board or City employees may have with a contractor. It also prohibits gifts to Board officials/employees and details potential penalties.

Provisions removed from original contract and/or any extensions		
Terms and Conditions	Demographics	The NYCDOE shall not reduce the number of 'additional' vehicles held by the Contractor as of June 30th each extension year during the period of this Extension and Thirteenth Amendment Agreement, ***except*** in instances of decreases of student population affecting the Contractor's geographical service area(s) and/or type(s) of vehicle(s).
Terms and Conditions	Most Favored Nation Clause	The contractor's entitlement to any provisions offered in any extensions, amendments and/or Request for bids that provide favorable and/or more favorable terms, conditions and/or specifications to the Contractor.
Vehicles	New State and Local Laws, Rules, Regulations or Safety Features	Requires Contractors to undertake any new or revised State and/or Local procedures affecting school bus personnel or operations (*e.g.,* school bus personnel drug or alcohol testing, driver licensing or training procedures, *etc.*) or the introduction onto vehicles of new safety features or any other equipment (*e.g.,* increased seat-back padding, back-up beepers, stop arms, safety sensors, seat belts, *etc.)* with the DOE paying for one-half (½) of all compliance costs. (As noted above, the three exceptions to this are the following: (1) Local Law 61 of 2009 regarding retrofitting of, and age limitations upon, diesel powered school buses; (2) Local Law 42 of 2005 regarding emissions control systems and ultra-low sulfur diesel fuel; and, (3) any possible requirement to install video cameras on school buses. The NYCDOE will bear the cost of the foregoing exceptions.)

In light of the generally favorable contract terms and with prices that are generally lower than other companies pricing, the DOE has agreed to a five year contract extension. R&C will be required to submit updated VENDEX forms and a background check will be conducted by DCP's Vendor Research and Price Analysis Unit. Any matters of concern will be brought to the Panel's attention prior to execution of this contract.

Item: 27

Description:

Add-on item. Extension of K-12 special education school year transportation services. (Correction to contract amount for this previously approved item.)

AMENDED REQUEST FOR AUTHORIZATION

To enter into four-year contract extension with Anchor Bus Co. to provide special education transportation and escort services

Contract Cost	Funding Source	Contract term	Procurement Method	Is Contract Retroactive	Contract Type
Anchor Bus Company $1,600,080 estimated annual cost $6,400,318 estimated total cost	Tax Levy	July 1, 2010-June 30, 2014	Section 1-03(b) Exception	No	Requirements
D&A Bus Company $820,544 estimate annual cost $3,282,174 estimated total cost					
Vendor Name & Address	Anchor Bus Company 251 Douglass Street Brooklyn, New York 11217		D&A Bus Company 301 Chester St. Uniondale, NY 11555		

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Eric Goldstein, Chief Executive Officer	David Ross, Executive Director
Nutrition and Transportation	Division of Contracts & Purchasing

STATEMENT OF PURPOSE

Approval is sought to extend the below referenced contracts with Anchor Bus to provide special education services. The extension will run four (4) years from July 1, 2010 through June 30, 2014. The estimated cost to the Department of Education over 4 years is $9,682,492.

Contract	Name	Service Type
0000070	Anchor Bus	Special Education
0008108	Anchor Bus D&A Bus Company	Special Education Escort Service

DISCUSSION

Prior Panel approval has already been received in the amount of $6,400,318. This amount did not include the cost of escort service fees. This amended Request for Authorization now includes those fees. All other information remains the same.

The Office of Pupil Transportation ("OPT") is responsible for providing and coordinating transportation services to and from school for eligible students in both public and non-public schools. Transportation services include stop-to-stop (general education) and door-to-door (special education) busing. Alternatively, the Department provides Metro Cards for use on public transportation.

Daily school bus transportation services are provided to approximately 160,000 through almost 8,700 distinct daily bus routes. These include nearly 2,100 general education and over 4,600 special education routes for the regular school year, and 2,000 special education routes during the summer. The fleet used to provide these services is composed of approximately 7,800 buses (including spares) operated by 48 companies. At present,

Anchor Bus operates 15 buses during the regular school year, representing about .55% of the total number of winter routes) and their services have been consistently satisfactory.

Most of the current regular school contracts were originally bid in 1979 and a subsequent group of school year general education contracts were bid in 1986. Smaller groups of summer special education contracts, a specialized contract for non-ambulatory handicapped pupils, and school year special education and general education contracts were bid in 1988, 1989, 1994 and 1995.

New York State Education Law § 305 permits extensions of contracts originally subject to competitive bidding requirements in Subdivision 14. Specifically, this Subdivision states: "...The requirement for competitive bidding shall not apply to annual, biennial, or triennial extensions of a contract nor shall the requirement for competitive bidding apply to quadrennial or quinquennial year extensions of a contract involving transportation of pupils..."

OPT and the Division of Contracts and Purchasing (DCP) believe that it is in the Department's best interests to extend a portion of the existing contracts for differing lengths of time while incrementally introducing competitive requests for bids. Accordingly, OPT and DCP engaged in discussions with representatives of current service providers. In these discussions, the Department sought partners to both hold the line on costs and agree to what we believed were significant but reasonable concessions.

In addition to the more favorable contract terms articulated in the table below, Anchor has agreed to waive the 5% fee for escort administration and will not charge the pass through cost; anticipated savings are $32,319 annually and $129,277 over the contract period. In turn, the DOE has offered to extend their contract for four years. Price escalations will stay within the state prescribed Consumer Price Index (CPI) limits. The combination of generally better contract terms with prices that in the competitive norm with other companies allows us to conclude that pricing is fair and reasonable. The changes in contract provisions are as follows.

Category	Item	Current Extension Specification	Proposed New Extension Specification
Vehicles	GPS	All vehicles and dispatch operations will be equipped with GPS and back-up cellular at no cost to the contractor.	At Director's sole discretion, all or a portion of the vehicles and dispatch operations may be equipped with a telematics system, including but not limited to global positioning system (GPS), automatic vehicle location (AVL) functionality, and/or back up cellular emergency equipment. To the extent that the Director requires that telematics system units be added to any vehicles and dispatch stations, DOE will bear all costs.
Vehicles	Vacillation in the Number of Vehicles	During the life of the extension agreements the contractor would be entitled to restoration of any vehicles deleted during this period and subsequently needed again.	At no time after October 30th of each Extension Year will the Contractor be entitled to restoration of any additional vehicle(s) previously deleted.
Vehicles	Vacillation in the Number of Vehicles	Director shall offer any 'additional' vehicle(s) to contractors in the relevant contractual item as determined by the order of contractors established as of August 24, 2004 (the "Pick Order"),	"Pick Order" for school year contracts updated on an annual basis as of August 24th of each year for 10 month contracts and as of June1st of each year for summer contracts.
Vehicles	New Laws, Rules, Regulations or Safety Features	Contractor must comply promptly with Federal, State and local changes, *provided*, the BOE shall pay one-half (½) of the cost of compliance with any new or	The Contractor will promptly and at no cost to DOE comply with all Federal, State or local laws, rules and/or regulations that are enacted, updated, revised or amended on or after July 1, 2010, except for: (1) Local Law 61 of 2009 regarding

		revised State and/or local driver and/or operational procedures and/or for the purchase and installation of new safety features and/or other equipment in compliance with any such State and/or local legal and/or regulatory changes	retrofitting of, and age limitations upon, diesel powered school buses; (2) Local Law 42 of 2005 regarding emissions control systems and ultra-low sulfur diesel fuel; and, (3) any possible requirement to install video cameras on school buses. The NYCDOE will bear the cost of the foregoing exceptions.
Vehicles	Vintage	Current term allows vehicles to be as old as 19 years	Terms were updated so that no vehicle can be more than 16 years old at the start of the Extension year (e.g., June 30, 2010, no vehicle can be of a model year before 1994).
Vehicles	Air Conditioning	Ninety percent of small vehicles are required to be air conditioned.	By June 30, 2010, all small vehicles are required to be air-conditioned except spare vehicles which must all be air-conditioned by May 1, 2011. (Any child with IEP requiring air-conditioning must have air-conditioned bus.)
Vehicles	Insurance	Contractor's base premiums in place from prior policy year March 1, 2003 are not re-evaluated for adjustment by the DOE's insurance brokerage firm.	On an annual basis the DOE reserves the right to re-evaluate and adjust bus contractors base premiums based on contractors actual loss experience.
Terms and Conditions	Termination for Convenience	No cancellation for convenience	Allows for cancellation by the NYCDOE for convenience upon 365 days advance notice.
Payment	Calculation for Escort Cost Reimbursement	NYCDOE currently pays for actual escort costs. (I.e. if an escort is required to work on any DOE holiday contractor is required to pay premium pay such as time and a half or double time).	NYCDOE will not pay for escorts who do not work on Chancellor's Day and will only pay the straight daily escort rate for escorts who work on Chancellor's Day.
Payment	No Payment for Escort on Days Not Operated	Contractors are compensated for escort service on days when contractor was required to provide service and service was cancelled. (e.g. snow day)	Contractor electing traditional escort pay method shall not be paid for escort services for a no service day. (Contractors electing full escort cost reimbursement option are paid if an escort reports to work and school is cancelled, e.g., snow day.)

New Provisions		
Category	**Item**	**New Extension Specifications**
Payment	Claims for Payment Deadline	Invoices received any more than sixty (60) calendar days after the end of the month in which the service was rendered will be returned unpaid (except for court order, court judgment, DOE audit report, DOE error, or retroactive unemployment insurance rate changes).
Financials	Financial Statements	Within one hundred eighty (180) days after the end of the Contractor's fiscal year, the Contractor shall provide annually to the Director full and accurate copies of its annualized balance sheets, cash flow statements, statements of income and expenses and such other documents and records as the Director may reasonably request. All of the documents must be prepared by a Certified Public Accountant.
Terms and Conditions	Yearly audit and payment responsibility to pension and welfare funds	On at least an annual basis, the Contractor must submit to the OPT Director written confirmation that its pension fund and health/welfare fund liabilities have been audited and that there are no outstanding balances. If the Contractor is not subject to any requirements for pension fund and/or health/welfare fund contributions, the Contractor must submit to the OPT Director a written certification to that effect not later than September 30th of each Extension Year.
Terms and Conditions	Investigations	Section added to require the Contractor's cooperation with any governmental agency with appropriate jurisdiction in its investigations. It specifies terms under which cooperation and testimony must be given and penalties for any failure to comply.
Terms and	Conflicts of	Section added to spell out what business and/or ownership interests any current or

Conditions	Interest	former Board or City employees may have with a contractor. It also prohibits gifts to Board officials/employees and details potential penalties.

Provisions removed from original contract and/or any extensions		
Terms and Conditions	Demographics	The NYCDOE shall not reduce the number of 'additional' vehicles held by the Contractor as of June 30th each extension year during the period of this Extension and Thirteenth Amendment Agreement, ***except*** in instances of decreases of student population affecting the Contractor's geographical service area(s) and/or type(s) of vehicle(s).
Terms and Conditions	Most Favored Nation Clause	The contractor's entitlement to any provisions offered in any extensions, amendments and/or Request for bids that provide favorable and/or more favorable terms, conditions and/or specifications to the Contractor.
Vehicles	New State and Local Laws, Rules, Regulations or Safety Features	Requires Contractors to undertake any new or revised State and/or Local procedures affecting school bus personnel or operations (*e.g.,* school bus personnel drug or alcohol testing, driver licensing or training procedures, *etc.*) or the introduction onto vehicles of new safety features or any other equipment (*e.g.,* increased seat-back padding, back-up beepers, stop arms, safety sensors, seat belts, *etc.)* with the DOE paying for one-half (½) of all compliance costs. (As noted above, the three exceptions to this are the following: (1) Local Law 61 of 2009 regarding retrofitting of, and age limitations upon, diesel powered school buses; (2) Local Law 42 of 2005 regarding emissions control systems and ultra-low sulfur diesel fuel; and, (3) any possible requirement to install video cameras on school buses. The NYCDOE will bear the cost of the foregoing exceptions.)

In light of the generally favorable contract terms and with prices that are generally in the competitive norm with other companies pricing, the DOE has agreed to a four year contract extension. Anchor will be required to submit updated VENDEX forms and a background check will be conducted by DCP's Vendor Research and Price Analysis Unit. Any matters of concern will be brought to the Panel's attention prior to execution of this contract.

Item: 28

Description:

Add-on item. Extension of K-12 special education school year transportation services. (Correction to contract amount and terms specified in the documents for this previously approved item.)

AMENDED REQUEST FOR AUTHORIZATION

To enter into three-year contract extensions with Mar-Can and B-Alert to provide special education transportation and escort services

Contract Cost	Funding Source	Contract term	Procurement Method	Is Contract Retroactive	Contract Type
Mar-Can Transportation $9,338,451 estimated annual cost $28,015,353 estimated total cost	Tax Levy	July 1, 2010-June 30,2013	Section 1-03(b) Exception.	No	Requirements
B-Alert Estimated annual cost $5,777,918 Estimated total cost $17,333,755					
Vendor Name & Address	Mar-Can Transportation/B-Alert				
	318 East Third St.				
	Mt Vernon, NY 10553				

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Eric Goldstein, Chief Executive Officer	David Ross, Executive Director
Nutrition and Transportation	Division of Contracts & Purchasing

STATEMENT OF PURPOSE

Approval is sought to extend the below referenced contracts with Mar-Can to provide special education transportation with escort services. The extension will run three (3) years from July 1, 2010 through June 30, 2013. The estimated cost to the Department of Education over 3 years is $45,349,108.

Contract	Name	Service Type
0070	Mar-Can Transportation B-Alert	Special Education Escort Service

DISCUSSION

Prior Panel approval has already been received in the amount of $28,015,353. This amount did not include the cost of escort service fees. This amended Request for Authorization now includes those fees. The previous Request for Authorization stated there was no pass through fee for escort administration services. That statement was in error. The contractor charges the DOE a 5% pass through fee. We have amended the RA below accordingly. All other information remains the same.

The Office of Pupil Transportation ("OPT") is responsible for providing and coordinating transportation services to and from school for eligible students in both public and non-public schools. Transportation services include stop-to-stop (general education) and door-to-door (special education) busing. Alternatively, the Department provides Metro Cards for use on public transportation.

Daily school bus transportation services are provided to approximately 160,000 students through almost 8,700 distinct daily bus routes. These include nearly 2,100 general education and over 4,600 special education routes for the regular school year, and 2,000 special education routes during the summer. The fleet used to provide these services is composed of approximately 7,800 buses (including spares) operated by 48 bus companies. At present, Mar-Can operates 106 buses during the regular school year, representing about 1.58% of the total number of winter routes and 22 buses during the summer representing about 1.06 of the total number of summer routes. Their services have been consistently satisfactory.

Most of the current regular school contracts were originally bid in 1979 and a subsequent group of school year general education contracts were bid in 1986. Smaller groups of summer special education contracts, a specialized contract for non-ambulatory handicapped pupils, and school year special education and general education contracts were bid in 1988, 1989, 1994 and 1995.

New York State Education Law § 305 permits extensions of contracts originally subject to competitive bidding requirements in Subdivision 14. Specifically, this Subdivision states: "...The requirement for competitive bidding shall not apply to annual, biennial, or triennial extensions of a contract nor shall the requirement for competitive bidding apply to quadrennial or quinquennial year extensions of a contract involving transportation of pupils..."

OPT and the Division of Contracts and Purchasing (DCP) believe that it is in the Department's best interests to extend a portion of the existing contracts for differing lengths of time while incrementally introducing competitive requests for bids. Accordingly, OPT and DCP engaged in discussions with representatives of current service providers. In these discussions, the Department sought partners to both hold the line on costs and agree to what we believed were significant but reasonable concessions.

Mar-Can charges the DOE a 5% pass through for escort fees. The DOE has offered to extend their contract for three years. Price escalations will stay within the state prescribed Consumer Price Index (CPI) limits. The combination of generally better contract terms with and generally lower than average prices to begin with allow us to conclude that pricing is fair and reasonable. The changes in contract provisions are as follows:

Category	Item	Current Extension Specification	Proposed New Extension Specification
Vehicles	GPS	All vehicles and dispatch operations will be equipped with GPS and back-up cellular at no cost to the contractor.	At Director's sole discretion, all or a portion of the vehicles and dispatch operations may be equipped with a telematics system, including but not limited to global positioning system (GPS), automatic vehicle location (AVL) functionality, and/or back up cellular emergency equipment. To the extent that the Director requires that telematics system units be added to any vehicles and dispatch stations, DOE will bear all costs.
Vehicles	Vacillation in the Number of Vehicles	During the life of the extension agreements the contractor would be entitled to restoration of any vehicles deleted during this period and subsequently needed again.	At no time after October 30th of each Extension Year will the Contractor be entitled to restoration of any additional vehicle(s) previously deleted.
Vehicles	Vacillation in the Number of Vehicles	Director shall offer any 'additional' vehicle(s) to contractors in the relevant contractual item as determined by	"Pick Order" for school year contracts updated on an annual basis as of August 24th of each year for 10 month contracts and as of June1st of each year for summer contracts

		the order of contractors established as of August 24, 2004 (the "Pick Order"),	
Vehicles	New Laws, Rules, Regulations or Safety Features	Contractor must comply promptly with Federal, State and local changes, *provided,* the BOE shall pay one-half (½) of the cost of compliance with any new or revised State and/or local driver and/or operational procedures and/or for the purchase and installation of new safety features and/or other equipment in compliance with any such State and/or local legal and/or regulatory changes	The Contractor will promptly and at no cost to DOE comply with all Federal, State or local laws, rules and/or regulations that are enacted, updated, revised or amended on or after July 1, 2010, except for: (1) Local Law 61 of 2009 regarding retrofitting of, and age limitations upon, diesel powered school buses; (2) Local Law 42 of 2005 regarding emissions control systems and ultra-low sulfur diesel fuel; and, (3) any possible requirement to install video cameras on school buses. The NYCDOE will bear the cost of the foregoing exceptions.
Vehicles	Vintage	Current term allows vehicles to be as old as 19 years	Terms were updated so that no vehicle can be more than 16 years old at the start of the Extension year (e.g., June 30, 2010, no vehicle can be of a model year before 1994).
Vehicles	Air Conditioning	Ninety percent of small vehicles are required to be air conditioned.	By June 30, 2010, all small vehicles are required to be air-conditioned except spare vehicles which must all be air-conditioned by May 1, 2011. (Any child with IEP requiring air-conditioning must have air-conditioned bus.)
Vehicles	Insurance	Contractor's base premiums in place from prior policy year March 1, 2003 are not re-evaluated for adjustment by the DOE's insurance brokerage firm.	On an annual basis the DOE reserves the right to re-evaluate and adjust bus contractors base premiums based on contractors actual loss experience.
Terms and Conditions	Termination for Convenience	No cancellation for convenience	Allows for cancellation by the NYCDOE for convenience upon 365 days advance notice.
Payment	Calculation for Escort Cost Reimbursement	NYCDOE currently pays for actual escort costs. (I.e. if an escort is required to work on any DOE holiday contractor is required to pay premium pay such as time and a half or double time).	NYCDOE will not pay for escorts who do not work on Chancellor's Day and will only pay the straight daily escort rate for escorts who work on Chancellor's Day.
Payment	No Payment for Escort on Days Not Operated	Contractors are compensated for escort service on days when contractor was required to provide service and service was cancelled. (e.g. snow day)	Contractor electing traditional escort pay method shall not be paid for escort services for a no service day. (Contractors electing full escort cost reimbursement option are paid if an escort reports to work and school is cancelled, e.g., snow day.)

New Provisions		
Category	**Item**	**New Extension Specifications**
Payment	Claims for Payment Deadline	Invoices received any more than sixty (60) calendar days after the end of the month in which the service was rendered will be returned unpaid (except for court order, court judgment, DOE audit report, DOE error, or retroactive unemployment insurance rate changes).
Financials	Financial Statements	Within one hundred eighty (180) days after the end of the Contractor's fiscal year, the Contractor shall provide annually to the Director full and accurate copies of its annualized balance sheets, cash flow statements, statements of income and expenses and such other documents and records as the Director may reasonably request. All of the documents must be prepared by a Certified Public Accountant.
Terms and Conditions	Yearly audit and payment responsibility to pension and welfare funds	On at least an annual basis, the Contractor must submit to the OPT Director written confirmation that its pension fund and health/welfare fund liabilities have been audited and that there are no outstanding balances. If the Contractor is not subject to any requirements for pension fund and/or health/welfare fund contributions, the Contractor must submit to the OPT Director a written certification to that effect not later than September 30th of each Extension Year.
Terms and Conditions	IPSIG	As explained below, contractor must fully cooperate with the SCI designated Independent Private Sector Inspector General ("IPSIG") in order to be eligible to be awarded this Contract extension. Contractor must agree to an investigation and monitorship conducted by the IPSIG and must enter into a written investigation and monitorship agreement at its own and sole cost and expense with the IPSIG.
Terms and Conditions	Investigations	Section added to require the Contractor's cooperation with any governmental agency with appropriate jurisdiction in its investigations. It specifies terms under which cooperation and testimony must be given and penalties for any failure to comply.
Terms and Conditions	Conflicts of Interest	Section added to spell out what business and/or ownership interests any current or former Board or City employees may have with a contractor. It also prohibits gifts to Board officials/employees and details potential penalties.

Provisions removed from original contract and/or any extensions		
Terms and Conditions	Demographics	The NYCDOE shall not reduce the number of 'additional' vehicles held by the Contractor as of June 30th each extension year during the period of this Extension and Thirteenth Amendment Agreement, ***except*** in instances of decreases of student population affecting the Contractor's geographical service area(s) and/or type(s) of vehicle(s).
Terms and Conditions	Most Favored Nation Clause	The contractor's entitlement to any provisions offered in any extensions, amendments and/or Request for bids that provide favorable and/or more favorable terms, conditions and/or specifications to the Contractor.
Vehicles	New State and Local Laws, Rules, Regulations or Safety Features	Requires Contractors to undertake any new or revised State and/or Local procedures affecting school bus personnel or operations (*e.g.*, school bus personnel drug or alcohol testing, driver licensing or training procedures, *etc.*) or the introduction onto vehicles of new safety features or any other equipment (*e.g.*, increased seat-back padding, back-up beepers, stop arms, safety sensors, seat belts, *etc.)* with the DOE paying for one-half (½) of all compliance costs. (As noted above, the three exceptions to this are the following: (1) Local Law 61 of 2009 regarding retrofitting of, and age limitations upon, diesel powered school buses; (2) Local Law 42 of 2005 regarding emissions control systems and ultra-low sulfur diesel fuel; and, (3) any possible requirement to install video cameras on school buses. The NYCDOE will bear the cost of the foregoing exceptions.)

Investigations conducted by the United States Attorney's Office for the Southern District of New York, inter alia, resulted in the conviction of several former Department of Education Bus Inspectors on bribery, extortion and conspiracy charges based on the inspectors' having taken cash payments from a number of bus companies. Although Mar-Can was identified in testimony as having participated in the above criminal activity, the US Attorney's Office has advised the Department that full assistance was provided in various ongoing investigations by a Company principal. In addition, the principal is willing to enter into a Monitoring Agreement (described below) in order to ensure the requisite business integrity of the Company.

In light of the foregoing and in order to move forward with a three year contract extension that will ensure the continuity of good service, successful management of operations and limit allowable cost increases, Mar-Can will sign a Monitoring Agreement. This will include providing, at the sole expense of the Company, an Independent Private Sector Inspector General (IPSIG) selected by the Special Commissioner of Investigation for the NYC School District (SCI) to monitor its commitment to the business integrity described in the Agreement. The IPSIG will, inter alia, oversee compliance with City contracts, monitoring of employees' conduct, operations and training and conduct audits and investigations of payroll, expenditures and other financial records. The findings and conclusions of these audits and investigations will be reported in writing to the DOE and SCI. The Company will be required to submit updated VENDEX forms and any other matters that should be of concern will be brought to the Panel's attention prior to execution of this contract. The advice provided by the US Attorney's office, the Company's prior satisfactory services, the monitoring agreement and additional assurance provided by its commitment to operate under the scrutiny of an IPSIG allow us to find Mar-Can responsible.

Item: 29

Description:

Add-on item. Extension of K-12 special education transportation and escort services. (Correction to contract amount for this previously approved item.)

AMENDED REQUEST FOR AUTHORIZATION

To enter into five-year contract extension with Mountainside Transportation to provide special education transportation and escort services

Contract Cost	Funding Source	Contract term	Procurement Method	Is Contract Retroactive	Contract Type
Mountainside Transportation Co. $3,547,158 estimated annual cost $17,735,789 estimated total cost	Tax Levy	July 1, 2010-June 30, 2015	Section 1 - 03 (b) Exception	No	Requirements
R.P.M. Systems $1,719,183 estimated annual cost $8,595,916 Estimated total cost					
Vendor Name & Address	Mountainside Transportation Co./R.P.M. Systems 841 Essex Street Brooklyn, New York 11208				

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Eric Goldstein, Chief Executive Officer	David Ross, Executive Director
Nutrition and Transportation	Division of Contracts & Purchasing

STATEMENT OF PURPOSE

Approval is sought to extend the below referenced contracts with Mountainside to provide special education transportation services. The extension will run five (5) years from July 1, 2010 through June 30, 2015. The estimated cost to the Department of Education over 5 years is $26,331,705.

Contract	Name	Service Type
0008108	Mountainside Transportation	Special Education
0009325	Mountainside Transportation R.P.M. Systems	Special Education Escort Service

DISCUSSION

Prior Panel approval has already been received in the amount of $17,735,789. This amount did not include the cost of escort service fees. This amended Request for Authorization now includes those fees. All other information remains the same.

The Office of Pupil Transportation ("OPT") is responsible for providing and coordinating transportation services to and from school for eligible students in both public and non-public schools. Transportation services include stop-to-stop (general education) and door-to-door (special education) busing. Alternatively, the Department provides Metro Cards for use on public transportation.

Daily school bus transportation services are provided to approximately 160,000 through almost 8,700 distinct daily bus routes. These include nearly 2,100 general education and over 4,600 special education routes for the regular school year, and 2,000 special education routes during the summer. The fleet used to provide these services is composed of approximately 7,800 buses (including spares) operated by 48 companies. At present,

Mountainside operates 29 buses during the regular school year, representing about .43% of the total number of winter routes. Their services have been consistently satisfactory.

Most of the current regular school contracts were originally bid in 1979 and a subsequent group of school year general education contracts were bid in 1986. Smaller groups of summer special education contracts, a specialized contract for non-ambulatory handicapped pupils, and school year special education and general education contracts were bid in 1988, 1989, 1994 and 1995.

New York State Education Law § 305 permits extensions of contracts originally subject to competitive bidding requirements in Subdivision 14. Specifically, this Subdivision states: "...The requirement for competitive bidding shall not apply to annual, biennial, or triennial extensions of a contract nor shall the requirement for competitive bidding apply to quadrennial or quinquennial year extensions of a contract involving transportation of pupils..."

OPT and the Division of Contracts and Purchasing (DCP) believe that it is in the Department's best interests to extend a portion of the existing contracts for differing lengths of time while incrementally introducing competitive requests for bids. Accordingly, OPT and DCP engaged in discussions with representatives of current service providers. In these discussions, the Department sought partners to both hold the line on costs and agree to what we believed were significant but reasonable concessions.

In addition to the more favorable contract terms articulated in the table below, Mountainside has agreed to reduce the fee for escort administration from 5% of the pass through cost to 2 1/2%; anticipated savings are $32,538 annually and $162,689 over the contract period. In turn, the DOE has offered to extend their contract for five years. Price escalations will stay within the state prescribed Consumer Price Index (CPI) limits. The combination of generally better contract terms with prices that are only slightly higher than the normal competitive range allows us to conclude that pricing is fair and reasonable. The changes in contract provisions are as follows.

Category	Item	Current Extension Specification	Proposed New Extension Specification
Vehicles	GPS	All vehicles and dispatch operations will be equipped with GPS and back-up cellular at no cost to the contractor.	At Director's sole discretion, all or a portion of the vehicles and dispatch operations may be equipped with a telematics system, including but not limited to global positioning system (GPS), automatic vehicle location (AVL) functionality, and/or back up cellular emergency equipment. To the extent that the Director requires that telematics system units be added to any vehicles and dispatch stations, DOE will bear all costs.
Vehicles	Vacillation in the Number of Vehicles	During the life of the extension agreements the contractor would be entitled to restoration of any vehicles deleted during this period and subsequently needed again.	At no time after October 30th of each Extension Year will the Contractor be entitled to restoration of any additional vehicle(s) previously deleted.
Vehicles	Vacillation in the Number of Vehicles	Director shall offer any 'additional' vehicle(s) to contractors in the relevant contractual item as determined by the order of contractors established as of August 24, 2004 (the "Pick Order"),	"Pick Order" for school year contracts updated on an annual basis as of August 24th of each year for 10 month contracts and as of June1st of each year for summer contracts
Vehicles	New Laws, Rules, Regulations	Contractor must comply promptly with Federal, State and local changes, *provided*, the BOE shall	The Contractor will promptly and at no cost to DOE comply with all Federal, State or local laws, rules and/or regulations that are enacted, updated,

	or Safety Features	pay one-half (½) of the cost of compliance with any new or revised State and/or local driver and/or operational procedures and/or for the purchase and installation of new safety features and/or other equipment in compliance with any such State and/or local legal and/or regulatory changes	revised or amended on or after July 1, 2010, except for: (1) Local Law 61 of 2009 regarding retrofitting of, and age limitations upon, diesel powered school buses; (2) Local Law 42 of 2005 regarding emissions control systems and ultra-low sulfur diesel fuel; and, (3) any possible requirement to install video cameras on school buses. The NYCDOE will bear the cost of the foregoing exceptions.
Vehicles	Vintage	Current term allows vehicles to be as old as 19 years	Terms were updated so that no vehicle can be more than 16 years old at the start of the Extension year (e.g., June 30, 2010, no vehicle can be of a model year before 1994).
Vehicles	Air Conditioning	Ninety percent of small vehicles are required to be air conditioned.	By June 30, 2010, all small vehicles are required to be air-conditioned except spare vehicles which must all be air-conditioned by May 1, 2011. (Any child with IEP requiring air-conditioning must have air-conditioned bus.)
Vehicles	Insurance	Contractor's base premiums in place from prior policy year March 1, 2003 are not re-evaluated for adjustment by the DOE's insurance brokerage firm.	On an annual basis the DOE reserves the right to re-evaluate and adjust bus contractors base premiums based on contractors actual loss experience.
Terms and Conditions	Termination for Convenience	No cancellation for convenience	Allows for cancellation by the NYCDOE for convenience upon 365 days advance notice.
Payment	Calculation for Escort Cost Reimbursement	NYCDOE currently pays for actual escort costs. (I.e. if an escort is required to work on any DOE holiday contractor is required to pay premium pay such as time and a half or double time).	NYCDOE will not pay for escorts who do not work on Chancellor's Day and will only pay the straight daily escort rate for escorts who work on Chancellor's Day.
Payment	No Payment for Escort on Days Not Operated	Contractors are compensated for escort service on days when contractor was required to provide service and service was cancelled. (e.g. snow day)	Contractor electing traditional escort pay method shall not be paid for escort services for a no service day. (Contractors electing full escort cost reimbursement option are paid if an escort reports to work and school is cancelled, e.g., snow day.)

New Provisions		
Category	**Item**	**New Extension Specifications**
Payment	Claims for Payment Deadline	Invoices received any more than sixty (60) calendar days after the end of the month in which the service was rendered will be returned unpaid (except for court order, court judgment, DOE audit report, DOE error, or retroactive unemployment insurance rate changes).
Financials	Financial Statements	Within one hundred eighty (180) days after the end of the Contractor's fiscal year, the Contractor shall provide annually to the Director full and accurate copies of its annualized balance sheets, cash flow statements, statements of income and expenses and such other documents and records as the Director may reasonably request. All of the documents must be prepared by a Certified Public Accountant.
Terms and Conditions	Yearly audit and payment responsibility to pension and welfare funds	On at least an annual basis, the Contractor must submit to the OPT Director written confirmation that its pension fund and health/welfare fund liabilities have been audited and that there are no outstanding balances. If the Contractor is not subject to any requirements for pension fund and/or health/welfare fund contributions, the Contractor must submit to the OPT Director a written certification to that effect not later than September 30th of each Extension Year.
Terms and Conditions	Investigations	Section added to require the Contractor's cooperation with any governmental agency with appropriate jurisdiction in its investigations. It specifies terms under which

		cooperation and testimony must be given and penalties for any failure to comply.
Terms and Conditions	Conflicts of Interest	Section added to spell out what business and/or ownership interests any current or former Board or City employees may have with a contractor. It also prohibits gifts to Board officials/employees and details potential penalties.

Provisions removed from original contract and/or any extensions		
Terms and Conditions	Demographics	The NYCDOE shall not reduce the number of 'additional' vehicles held by the Contractor as of June 30th each extension year during the period of this Extension and Thirteenth Amendment Agreement, ***except*** in instances of decreases of student population affecting the Contractor's geographical service area(s) and/or type(s) of vehicle(s).
Terms and Conditions	Most Favored Nation Clause	The contractor's entitlement to any provisions offered in any extensions, amendments and/or Request for bids that provide favorable and/or more favorable terms, conditions and/or specifications to the Contractor.
Vehicles	New State and Local Laws, Rules, Regulations or Safety Features	Requires Contractors to undertake any new or revised State and/or Local procedures affecting school bus personnel or operations (*e.g.,* school bus personnel drug or alcohol testing, driver licensing or training procedures, *etc.*) or the introduction onto vehicles of new safety features or any other equipment (*e.g.,* increased seat-back padding, back-up beepers, stop arms, safety sensors, seat belts, *etc.)* with the DOE paying for one-half (½) of all compliance costs. (As noted above, the three exceptions to this are the following: (1) Local Law 61 of 2009 regarding retrofitting of, and age limitations upon, diesel powered school buses; (2) Local Law 42 of 2005 regarding emissions control systems and ultra-low sulfur diesel fuel; and, (3) any possible requirement to install video cameras on school buses. The NYCDOE will bear the cost of the foregoing exceptions.)

In light of the generally favorable contract terms and with prices that are slightly above the normal competitive range compared to other companies, the DOE has agreed to a five year contract extension. Mountainside will be required to submit updated VENDEX forms and a background check will be conducted by DCP's Vendor Research and Price Analysis Unit. Any matters of concern will be brought to the Panel's attention prior to execution of this contract.

Item: 30

Description:

Add-on item. Extension of K-12 special education and summer transportation and escort services. (Correction to contract amount for this previously approved item.)

AMENDED REQUEST FOR AUTHORIZATION

To enter into five-year contract extension with Safe Coach Inc. to provide special education and summer transportation and escort services

Contract Cost	Funding Source	Contract term	Procurement Method	Is Contract Retroactive	Contract Type
Safe Coach Inc. $3,596,761 estimated annual cost $17,983,805 estimated total cost	Tax Levy	July 1, 2010-June 30, 2015	Section 1-03(b) Exception	No	Requirements
B&M Escort Service $1,824,319 Estimated annual cost $9,121,597 Estimated total cost					
Vendor Name & Address	Safe Coach Inc 1040 Rockaway Avenue Brooklyn, New York 11236		B&M Escort Service 2229 East 69th St. Brooklyn, NY 11234		

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Eric Goldstein, Chief Executive Officer	David Ross, Executive Director
Nutrition and Transportation	Division of Contracts & Purchasing

STATEMENT OF PURPOSE

Approval is sought to extend the below referenced contracts with Safe Coach to provide special education and summer transportation services. The extension will run five (5) years from July 1, 2010 through June 30, 2015. The estimated cost to the Department of Education over 5 years is $27,105,402.

Contract	Name	Service Type
0000070	Safe Coach	Special Education
0004894	Safe Coach B&M Escort Service	Summer Transportation Escort Service

DISCUSSION

Prior Panel approval has already been received in the amount of $17,983,805. This amount did not include the cost of escort service fees. This amended Request for Authorization now includes those fees. All other information remains the same.

The Office of Pupil Transportation ("OPT") is responsible for providing and coordinating transportation services to and from school for eligible students in both public and non-public schools. Transportation services include stop-to-stop (general education) and door-to-door (special education) busing. Alternatively, the Department provides Metro Cards for use on public transportation.

Daily school bus transportation services are provided to approximately 160,000 through almost 8,700 distinct daily bus routes. These include nearly 2,100 general education and over 4,600 special education routes for the regular school year, and 2,000 special education routes during the summer. The fleet used to provide these services is composed of approximately 7,800 buses (including spares) operated by 48 companies. At present, Safe

Coach operates 95 buses during the regular school year and 63 buses during the summer, representing about 2.07% of the total number of winter routes and 6.22% of the total number of summer routes and their services have been consistently satisfactory.

Most of the current regular school contracts were originally bid in 1979 and a subsequent group of school year general education contracts were bid in 1986. Smaller groups of summer special education contracts, a specialized contract for non-ambulatory handicapped pupils, and school year special education and general education contracts were bid in 1988, 1989, 1994 and 1995.

New York State Education Law § 305 permits extensions of contracts originally subject to competitive bidding requirements in Subdivision 14. Specifically, this Subdivision states: "...The requirement for competitive bidding shall not apply to annual, biennial, or triennial extensions of a contract nor shall the requirement for competitive bidding apply to quadrennial or quinquennial year extensions of a contract involving transportation of pupils..."

OPT and the Division of Contracts and Purchasing (DCP) believe that it is in the Department's best interests to extend a portion of the existing contracts for differing lengths of time while incrementally introducing competitive requests for bids. Accordingly, OPT and DCP engaged in discussions with representatives of current service providers. In these discussions, the Department sought partners to both hold the line on costs and agree to what we believed were significant but reasonable concessions.

In addition to the more favorable contract terms articulated in the table below, Safe Coach has agreed to reduce the fee for escort administration from 5% of the pass through cost to 2 1/2%; anticipated savings are $36,589 annually and $182,946 over the contract period. In turn, the DOE has offered to extend their contract for five years. Price escalations will stay within the state prescribed Consumer Price Index (CPI) limits. The combination of generally better contract terms with prices that are generally lower than other companies allows us to conclude that pricing is fair and reasonable. The changes in contract provisions are as follows.

Category	Item	Current Extension Specification	Proposed New Extension Specification
Vehicles	GPS	All vehicles and dispatch operations will be equipped with GPS and back-up cellular at no cost to the contractor.	At Director's sole discretion, all or a portion of the vehicles and dispatch operations may be equipped with a telematics system, including but not limited to global positioning system (GPS), automatic vehicle location (AVL) functionality, and/or back up cellular emergency equipment. To the extent that the Director requires that telematics system units be added to any vehicles and dispatch stations, DOE will bear all costs.
Vehicles	Vacillation in the Number of Vehicles	During the life of the extension agreements the contractor would be entitled to restoration of any vehicles deleted during this period and subsequently needed again.	At no time after October 30th of each Extension Year will the Contractor be entitled to restoration of any additional vehicle(s) previously deleted.
Vehicles	Vacillation in the Number of Vehicles	Director shall offer any 'additional' vehicle(s) to contractors in the relevant contractual item as determined by the order of contractors established as of August 24, 2004 (the "Pick Order"),	"Pick Order" for school year contracts updated on an annual basis as of August 24th of each year for 10 month contracts and as of June1st of each year for summer contracts
Vehicles	New Laws, Rules, Regulations	Contractor must comply promptly with Federal, State and local changes, *provided*, the BOE shall	The Contractor will promptly and at no cost to DOE comply with all Federal, State or local laws, rules and/or regulations that are enacted, updated,

	or Safety Features	pay one-half (½) of the cost of compliance with any new or revised State and/or local driver and/or operational procedures and/or for the purchase and installation of new safety features and/or other equipment in compliance with any such State and/or local legal and/or regulatory changes	revised or amended on or after July 1, 2010, except for: (1) Local Law 61 of 2009 regarding retrofitting of, and age limitations upon, diesel powered school buses; (2) Local Law 42 of 2005 regarding emissions control systems and ultra-low sulfur diesel fuel; and, (3) any possible requirement to install video cameras on school buses. The NYCDOE will bear the cost of the foregoing exceptions.
Vehicles	Vintage	Current term allows vehicles to be as old as 19 years	Terms were updated so that no vehicle can be more than 16 years old at the start of the Extension year (e.g., June 30, 2010, no vehicle can be of a model year before 1994).
Vehicles	Air Conditioning	Ninety percent of small vehicles are required to be air conditioned.	By June 30, 2010, all small vehicles are required to be air-conditioned except spare vehicles which must all be air-conditioned by May 1, 2011. (Any child with IEP requiring air-conditioning must have air-conditioned bus.)
Vehicles	Insurance	Contractor's base premiums in place from prior policy year March 1, 2003 are not re-evaluated for adjustment by the DOE's insurance brokerage firm.	On an annual basis the DOE reserves the right to re-evaluate and adjust bus contractors base premiums based on contractors actual loss experience.
Terms and Conditions	Termination for Convenience	No cancellation for convenience	Allows for cancellation by the NYCDOE for convenience upon 365 days advance notice.
Payment	Calculation for Escort Cost Reimburseme nt	NYCDOE currently pays for actual escort costs. (I.e. if an escort is required to work on any DOE holiday contractor is required to pay premium pay such as time and a half or double time).	NYCDOE will not pay for escorts who do not work on Chancellor's Day and will only pay the straight daily escort rate for escorts who work on Chancellor's Day.
Payment	No Payment for Escort on Days Not Operated	Contractors are compensated for escort service on days when contractor was required to provide service and service was cancelled. (e.g. snow day)	Contractor electing traditional escort pay method shall not be paid for escort services for a no service day. (Contractors electing full escort cost reimbursement option are paid if an escort reports to work and school is cancelled, e.g., snow day.)

New Provisions		
Category	**Item**	**New Extension Specifications**
Payment	Claims for Payment Deadline	Invoices received any more than sixty (60) calendar days after the end of the month in which the service was rendered will be returned unpaid (except for court order, court judgment, DOE audit report, DOE error, or retroactive unemployment insurance rate changes).
Financials	Financial Statements	Within one hundred eighty (180) days after the end of the Contractor's fiscal year, the Contractor shall provide annually to the Director full and accurate copies of its annualized balance sheets, cash flow statements, statements of income and expenses and such other documents and records as the Director may reasonably request. All of the documents must be prepared by a Certified Public Accountant.
Terms and Conditions	Yearly audit and payment responsibility to pension and welfare funds	On at least an annual basis, the Contractor must submit to the OPT Director written confirmation that its pension fund and health/welfare fund liabilities have been audited and that there are no outstanding balances. If the Contractor is not subject to any requirements for pension fund and/or health/welfare fund contributions, the Contractor must submit to the OPT Director a written certification to that effect not later than September 30th of each Extension Year.
Terms and Conditions	Investigations	Section added to require the Contractor's cooperation with any governmental agency with appropriate jurisdiction in its investigations. It specifies terms under which

		cooperation and testimony must be given and penalties for any failure to comply.
Terms and Conditions	Conflicts of Interest	Section added to spell out what business and/or ownership interests any current or former Board or City employees may have with a contractor. It also prohibits gifts to Board officials/employees and details potential penalties.

Provisions removed from original contract and/or any extensions		
Terms and Conditions	Demographics	The NYCDOE shall not reduce the number of 'additional' vehicles held by the Contractor as of June 30th each extension year during the period of this Extension and Thirteenth Amendment Agreement, ***except*** in instances of decreases of student population affecting the Contractor's geographical service area(s) and/or type(s) of vehicle(s).
Terms and Conditions	Most Favored Nation Clause	The contractor's entitlement to any provisions offered in any extensions, amendments and/or Request for bids that provide favorable and/or more favorable terms, conditions and/or specifications to the Contractor.
Vehicles	New State and Local Laws, Rules, Regulations or Safety Features	Requires Contractors to undertake any new or revised State and/or Local procedures affecting school bus personnel or operations (*e.g.*, school bus personnel drug or alcohol testing, driver licensing or training procedures, *etc.*) or the introduction onto vehicles of new safety features or any other equipment (*e.g.*, increased seat-back padding, back-up beepers, stop arms, safety sensors, seat belts, *etc.)* with the DOE paying for one-half (½) of all compliance costs. (As noted above, the three exceptions to this are the following: (1) Local Law 61 of 2009 regarding retrofitting of, and age limitations upon, diesel powered school buses; (2) Local Law 42 of 2005 regarding emissions control systems and ultra-low sulfur diesel fuel; and, (3) any possible requirement to install video cameras on school buses. The NYCDOE will bear the cost of the foregoing exceptions.)

In light of the generally favorable contract terms and with prices that are generally than other companies pricing, the DOE has agreed to a five year contract extension. Safe Coach will be required to submit updated VENDEX forms and a background check will be conducted by DCP's Vendor Research and Price Analysis Unit. Any matters of concern will be brought to the Panel's attention prior to execution of this contract.

Item: 31

Description:

Add-on item. Extension of K-12 special education transportation and escort services (4 contracts).

REQUEST FOR AUTHORIZATION

To enter into Three-year contract extensions with 21st Avenue Transportation Co. Inc.,Ocean Avenue Transportation Corp and Prestige Development for Special Education transportation and escort services.

Contract Cost	Funding Source	Contract term	Procurement Method	Is Contract Retroactive	Contract Type
21st Avenue Transportation Co., Inc. $6,752,494 estimated annual $20,257,481 estimated total	Tax Levy	July 1, 2010 to June 30, 2013	Section 1-03(b) Exception	No	Requirements
Ocean Avenue Transportation Corp. $3,054,015 estimated annual $9,162,045 estimated total					
Prestige Development $4,130,932 estimated annual $12,392,797 estimated total					
Vendor Name & Address	21st Avenue Transportation Corp, Ocean Avenue Transportation Corp, Prestige Development 145 Wolcott Street Brooklyn, New York 11231				

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Eric Goldstein, Chief Executive Officer	David Ross, Executive Director
Nutrition and Transportation	Division of Contracts & Purchasing

STATEMENT OF PURPOSE

Approval is sought to extend the below referenced contracts with the affiliates 21st Avenue Transportation Co., Inc. and Ocean Avenue Transportation Corp. and Prestige Development to provide special education transportation and escort services. The extensions will run three years from July 1, 2010 through June 30, 2013. The estimated cost to the Department of Education over 3 years is $41,812,325.

Contract	Name	Service Type
0070	21st Avenue Transportation Co., Inc.	Special Education
0070	Ocean Avenue Transportation Corp.	Special Education
	Prestige Development	Escorts

DISCUSSION

The Office of Pupil Transportation ("OPT") is responsible for providing and coordinating transportation services to and from school for eligible students in both public and non-public schools. Transportation services include stop-to-stop (general education) and door-to-door (special education) busing. Alternatively, the Department provides Metro Cards for use on public transportation.

Daily school bus transportation services are provided to approximately 160,000 students through almost 8,700 distinct daily bus routes. These include nearly 2,100 general education and over 4,600 special education routes for the regular school year, and 2,000 special education routes during the summer. The fleet used to provide these services is composed of approximately 7,800 buses (including spares) operated by 48 bus companies. Currently 21st Avenue and Ocean Avenue operate 110 buses during the regular school year representing about 1.65% of winter routes. Their services have been consistently satisfactory.

Most of the current regular school contracts were originally bid in 1979 and a subsequent group of school year general education contracts were bid in 1986. Smaller groups of summer special education contracts, a specialized contract for non-ambulatory handicapped pupils, and school year special education and general education contracts were bid in 1988, 1989, 1994 and 1995.

New York State Education Law §305 permits extensions of contracts originally subject to competitive bidding requirements in Subdivision 14. Specifically, this Subdivision states: "...The requirement for competitive bidding shall not apply to annual, biennial, or triennial extensions of a contract nor shall the requirement for competitive bidding apply to quadrennial or quinquennial year extensions of a contract involving transportation of pupils..."

OPT and the Division of Contracts and Purchasing (DCP) believe that it is in the Department's best interests to extend a portion of the existing contracts for differing lengths of time while incrementally introducing competitive requests for bids. Accordingly, OPT and DCP engaged in discussions with representatives of current service providers. In these discussions, the Department sought partners to both hold the line on costs and agree to what we believed were significant but reasonable concessions.

In addition to the more favorable contract terms articulated in the table below, 21st Avenue and Ocean Avenue have agreed to accept a 2-1/2% escort administrative reimbursement fee should they elect to participate in the escort administrative reimbursement program. (Note that under the expiring agreement 21st Avenue and Ocean Avenue elected not to participate in the escort administration reimbursement program, but were eligible to receive 5%). Price escalations will stay within the state prescribed Consumer Price Index (CPI) limits. The combination of generally better contract terms with modest price reductions (Escort fees) will allow us to conclude that pricing is fair and reasonable. The changes in contract provisions are as follows:

Category	Item	Current Extension Specification	Proposed New Extension Specification
Term of Extension	Term		Three year term.
Vehicles	GPS	All vehicles and dispatch operations will be equipped with GPS and back-up cellular at no cost to the contractor.	At Director's sole discretion, all or a portion of the vehicles and dispatch operations may be equipped with a telematics system, including but not limited to global positioning system (GPS), automatic vehicle location (AVL)

			functionality, and/or back up cellular emergency equipment. To the extent that the Director requires that telematics system units be added to any vehicles and dispatch stations, DOE will bear all costs.
Vehicles	Vacillation in the Number of Vehicles	During the life of the extension agreements the contractor would be entitled to restoration of any vehicles deleted during this period and subsequently needed again.	At no time after October 30th of each Extension Year will the Contractor be entitled to restoration of any additional vehicle(s) previously deleted.
Vehicles	Vacillation in the Number of Vehicles	Director shall offer any 'additional' vehicle(s) to contractors in the relevant contractual item as determined by the order of contractors established as of August 24, 2004 (the "Pick Order"),	"Pick Order" for school year contracts updated on an annual basis as of August 24th of each year for 10 month contracts and as of June 1st of each year for summer contracts.
Vehicles	New Laws, Rules, Regulations or Safety Features	Contractor must comply promptly with Federal, State and local changes, *provided*, the BOE shall pay one-half (½) of the cost of compliance with any new or revised State and/or local driver and/or operational procedures and/or for the purchase and installation of new safety features and/or other equipment in compliance with any such State and/or local legal and/or regulatory changes	The Contractor will promptly and at no cost to DOE comply with all Federal, State or local laws, rules and/or regulations that are enacted, updated, revised or amended on or after July 1, 2010. Notwithstanding the preceding, if any such law, rule or regulation shall require installation of video cameras on school buses, the DOE will provide such equipment without cost to the Contractor and reimburse Contractor for installation costs.
Vehicles	Vintage	Current term allows vehicles to be as old as 19 years	Terms were updated so that no vehicle can be more than 16 years old at the start of the Extension year (e.g., June 30, 2010, no vehicle can be of a model year before 1994).
Vehicles	Air Conditioning	Ninety percent of small vehicles are required to be air conditioned.	By June 30, 2010, all small vehicles are required to be air-conditioned except spare vehicles which must all

			be air-conditioned by May 1, 2011. (Any child with IEP requiring air-conditioning must have air-conditioned bus.)
Vehicles	Insurance	Contractor's base premiums in place from prior policy year March 1, 2003 are not re-evaluated for adjustment by the DOE's insurance brokerage firm.	On an annual basis the DOE reserves the right to re-evaluate and adjust bus contractors base premiums based on contractors actual loss experience.
Terms and Conditions	Termination for Convenience	No cancellation for convenience	Allows for cancellation by the NYCDOE for convenience upon 365 days advance notice.
Payment	Calculation for Escort Cost Reimbursement	NYCDOE currently pays for actual escort costs. (I.e. if an escort is required to work on any DOE holiday contractor is required to pay premium pay such as time and a half or double time).	NYCDOE will not pay for escorts who do not work on Chancellor's Day and will only pay the straight daily escort rate for escorts who work on Chancellor's Day.
Payment	No Payment for Escort on Days Not Operated	Contractors are compensated for escort service on days when contractor was required to provide service and service was cancelled. (e.g. snow day)	Contractor electing traditional escort pay method shall not be paid for escort services for a no service day. (Contractors electing full escort cost reimbursement option are paid if an escort reports to work and school is cancelled, e.g., snow day.)

New Provisions		
Category	**Item**	**New Extension Specifications**
Payment	Claims for Payment Deadline	Invoices received any more than sixty (60) calendar days after the end of the month in which the service was rendered will be returned unpaid (except for court order, court judgment, DOE audit report, DOE error, or retroactive unemployment insurance rate changes).
Financials	Financial Statements	Within one hundred eighty (180) days after the end of the Contractor's fiscal year, the Contractor shall provide annually to the Director full and accurate copies of its annualized balance sheets, cash flow statements, statements of income and expenses and such other documents and records as the Director may reasonably request. All of the documents must be prepared by a Certified Public Accountant.
Terms and Conditions	Yearly audit and payment responsibility to pension and welfare funds	On at least an annual basis, the Contractor must submit to the OPT Director written confirmation that its pension fund and health/welfare fund liabilities have been audited and that there are no outstanding balances. If the Contractor is not subject to any requirements for pension fund and/or health/welfare fund contributions, the Contractor must submit to the OPT Director a written certification to that effect not later than September 30th of each Extension Year.
Terms and Conditions	IPSIG	As explained below, contractor must fully cooperate with the SCI designated Independent Private Sector Inspector General ("IPSIG") in order to be eligible to be awarded this Contract extension. Contractor must agree to an

		investigation and monitorship conducted by the IPSIG and must enter into a written investigation and monitorship agreement at its own and sole cost and expense with the IPSIG.
Terms and Conditions	Investigations	Section added to require the Contractor's cooperation with any governmental agency with appropriate jurisdiction in its investigations. It specifies terms under which cooperation and testimony must be given and penalties for any failure to comply.
Terms and Conditions	Conflicts of Interest	Section added to spell out what business and/or ownership interests any current or former Board or City employees may have with a contractor. It also prohibits gifts to Board officials/employees and details potential penalties.

Provisions removed from original contract and/or any extensions		
Terms and Conditions	Demographics	The NYCDOE shall not reduce the number of 'additional' vehicles held by the Contractor as of June 30th each extension year during the period of this Extension and Thirteenth Amendment Agreement, ***except*** in instances of decreases of student population affecting the Contractor's geographical service area(s) and/or type(s) of vehicle(s).
Terms and Conditions	Most Favored Nation Clause	The contractor's entitlement to any provisions offered in any extensions, amendments and/or Request for bids that provide favorable and/or more favorable terms, conditions and/or specifications to the Contractor.
Vehicles	New State and Local Laws, Rules, Regulations or Safety Features	Requires Contractors to undertake any new or revised State and/or Local procedures affecting school bus personnel or operations (*e.g.,* school bus personnel drug or alcohol testing, driver licensing or training procedures, *etc.*) or the introduction onto vehicles of new safety features or any other equipment (*e.g.,* increased seat-back padding, back-up beepers, stop arms, safety sensors, seat belts, *etc.)* with the DOE paying for one-half (½) of all compliance costs. (As noted above, the three exceptions to this are the following: (1) Local Law 61 of 2009 regarding retrofitting of, and age limitations upon, diesel powered school buses; (2) Local Law 42 of 2005 regarding emissions control systems and ultra-low sulfur diesel fuel; and, (3) any possible requirement to install video cameras on school buses. The NYCDOE will bear the cost of the foregoing exceptions.)

Investigations conducted by the United States Attorney's Office for the Southern District of New York, inter alia, resulted in the conviction of several former Department of Education Bus Inspectors on bribery, extortion and conspiracy charges based on the inspectors' having taken cash payments from a number of bus companies. Although one or more of the Companies were identified in testimony as having participated in the above criminal activity, the US Attorney's Office has advised the Department that full assistance was provided in various ongoing investigations by a Company principal. In addition, the principals are willing to enter into a Monitoring Agreement (described below) in order to ensure the requisite business integrity of the Companies.

In light of the foregoing and in order to move forward with a three year contract extension that will ensure the continuity of good service, successful management of operations and limit allowable cost increases, both companies will sign a Monitoring Agreement. This will include providing, at the sole expense of each company, an Independent Private Sector Inspector General (IPSIG) selected by the Special Commissioner of Investigation for the NYC School District (SCI) to monitor their commitment to the business integrity described in the Agreement. The IPSIG will, inter alia, oversee compliance with City contracts, monitoring of employees' conduct, operations and training and conduct audits and investigations of payroll, expenditures and other financial records. The findings and conclusions of these audits and investigations will be reported in writing to the DOE and SCI. Each company will be required to submit updated VENDEX forms and any other matters that should be of concern will be brought to the Panel's attention prior to execution of this contract. The advice provided by the US Attorney's office, the companies prior satisfactory services, the monitoring agreement and additional

assurance provided by their commitment to operate under the scrutiny of an IPSIG allow us to find 21st Avenue and Ocean Avenue responsible.

Item: 32

Description:
Withdrawn

Item: 33

Description:

Add-on item. Extension of K-12 special, general and summer education transportation and escort services (10 contracts).

REQUEST FOR AUTHORIZATION

To enter into five-year contract extensions with Atlantic Queens Bus Corp., Amboy Bus Co., Inc., Staten Island Bus Inc. and Atlantic Escorts to provide special, general, summer education transportation and escort services

Contract Cost	Funding Source	Contract term	Procurement Method	Is Contract Retroactive	Contract Type
Amboy Bus Co., Inc. $181,567,971 estimated annual cost $907,839,859 estimated total cost Atlantic Queens Bus Corp. $20,728,391 estimated annual cost $103,641,953 estimated total cost Staten Island Bus, Inc. $17,508,399 estimated annual cost $87,541,996 estimated total cost Atlantic Escort $57,395,783 estimated annual cost $286,978,916 estimated total cost	Tax Levy	**GENERAL EDUCATION** A. Five years reducible to four upon 365 days notice given by DOE – 535 Routes **B.** Five years Fixed – 313 Routes approximately **SPECIAL EDUCATON** A. Five years reducible to four upon 365 days notice given by DOE – 305 Routes B. Five Year Fixed - 528 Routes approximately **SUMMER SPECIAL EDUCATON** Five years	Section 1-03(b) Exception	No	Requirements

Vendor Name & Address	Amboy Bus Co., Inc 7 North Street, Staten Island, New York 10302
	Atlantic Queens Bus Corp. 107-10 180th Street Jamaica, New York 11433
	Staten Island Bus Inc. 260 Meredith Avenue Staten Island, New York 10314
	Atlantic Escort 7 North Street Staten Island, New York 10302

Service Requestor/Contract Manager	Division of Contracts & Purchasing Contact
Eric Goldstein, Chief Executive Officer	David Ross, Executive Director
Nutrition and Transportation	Division of Contracts & Purchasing

STATEMENT OF PURPOSE

Approval is sought to extend the below referenced contracts with Atlantic Queens Bus, Amboy Bus, Staten Island Bus and Atlantic Escort to provide special, general education , summer transportation and escort services. The extension will run five (5) years from July 1, 2010 through June 30, 2015 as per above terms.
The estimated cost to the Department of Education over 5 years is $1,386,002,724.

Contract	Name	Service Type
0070	Amboy Bus	Special Education
8108	Amboy Bus	Special Education
0070	Atlantic Queens	Special Education
8108	Atlantic Queens	Special Education
8108	Staten Island Bus	Special Education
0070	Staten Island Bus	Special Education
4516	Amboy Bus	Summer Transportation
7164	Amboy Bus	Summer Transportation
4516	Atlantic Queens	Summer Transportation
6714	Atlantic Queens	Summer Transportation
4516	Staten Island Bus	Summer Transportation
7164	Staten Island Bus	Summer Transportation
9888	Amboy Bus	General Education
0065	Amboy Bus	General Education
0075	Amboy Bus	General Education
	Atlantic Escorts	Escort Service

DISCUSSION

The Office of Pupil Transportation ("OPT") is responsible for providing and coordinating transportation services to and from school for eligible students in both public and non-public schools. Transportation services include stop-to-stop (general education) and door-to-door (special education) busing. Alternatively, the Department provides Metro Cards for use on public transportation.

Daily school bus transportation services are provided to approximately 160,000 through almost 8,700 distinct daily bus routes. These include nearly 2,100 general education and over 4,600 special education routes for the regular school year, and 2,000 special education routes during the summer. The fleet used to provide these services is composed of approximately 7,800 buses (including spares) operated by 48 bus companies. At present, Atlantic Queens, Amboy and Staten Island Bus operate 1681 buses during the regular school year, representing about 25.27% of the total number of winter routes 623 buses during the summer representing about 30.43% of the total number of summer routes. Their services have been consistently satisfactory.

Most of the current regular school contracts were originally bid in 1979 and a subsequent group of school year general education contracts were bid in 1986. Smaller groups of summer special education contracts, a

specialized contract for non-ambulatory handicapped pupils, and school year special education and general education contracts were bid in 1988, 1989, 1994 and 1995.

New York State Education Law § 305 permits extensions of contracts originally subject to competitive bidding requirements in Subdivision 14. Specifically, this Subdivision states: "...The requirement for competitive bidding shall not apply to annual, biennial, or triennial extensions of a contract nor shall the requirement for competitive bidding apply to quadrennial or quinquennial year extensions of a contract involving transportation of pupils..."

OPT and the Division of Contracts and Purchasing (DCP) believe that it is in the Department's best interests to extend a portion of the existing contracts for differing lengths of time while incrementally introducing competitive requests for bids. Accordingly, OPT and DCP engaged in discussions with representatives of current service providers. In these discussions, the Department sought partners to both hold the line on costs and agree to what we believed were significant but reasonable concessions.

In addition to the contract terms articulated in the table below Atlantic Queens, Amboy and Staten Island has agreed to reduce the fee they receive for escort administration from 5% to 4%, saving about $2,220,525 over the contract period. In turn, the DOE has offered to extend their contract for five years. Price escalations will stay within the state prescribed Consumer Price Index (CPI) limits. Under the DOE Volume Automobile Liability Insurance Coverage & Administration ("VALICA™") Program, the DOE has agreed to reduce the amount of the base annual per vehicle premiums for this contractor group from $3,579 per vehicle per year to $2,592 per vehicle per year on a prospective basis only after July 1, 2010. This adjustment was agreed to after Willis of New York, Inc., the NYCDOE school bus insurance consultant and broker, conducted an independent review of actual loss history and claims payments made pursuant to the contractor group's retrospectively rated insurance program that was in effect when VALCIA Program premiums were set March 1, 2003. The adjusted rate will not be re-evaluated during the term of the contract.
Contract terms are fair and reasonable and prices are in the competitive norm, which allows us to conclude that pricing is fair and reasonable as well. Changes in principal terms of the contract include:

Category	Item	Current Extension Specification	Proposed New Extension Specification
Term of Extension	Term		**GENERAL EDUCATION** A. 5 years reducible to 4 years with 365 days termination notice by DOE – 535 Routes B.5 years fixed – 313 Routes approximately **SPECIAL EDUCATON** A. 5 years reducible to 4 years with 365 days termination notice by DOE – 305 Routes B. 5 years fixed - 528 Routes approximately **SUMMER SPECIAL EDUCATON** 5 years
Vehicles	GPS	All vehicles and dispatch operations will be equipped with GPS and back-up cellular at no cost to the contractor.	At Director's sole discretion, all or a portion of the vehicles and dispatch operations may be equipped with a telematics system, including but not

			limited to global positioning system (GPS), automatic vehicle location (AVL) functionality, and/or back up cellular emergency equipment. To the extent that the Director requires that telematics system units be added to any vehicles and dispatch stations, DOE will bear all costs.
Vehicles	Vacillation in the Number of Vehicles	During the life of the extension agreements the contractor would be entitled to restoration of any vehicles deleted during this period and subsequently needed again.	At no time after October 30th of each Extension Year will the Contractor be entitled to restoration of any additional vehicle(s) previously deleted. DOE will apply this restoration date deadline uniformly to all contracts under this extension.
Vehicles	Vacillation in the Number of Vehicles	Director shall offer any 'additional' vehicle(s) to contractors in the relevant contractual item as determined by the order of contractors established as of August 24, 2004 (the "Pick Order"),	"Pick Order" for school year contracts updated on an annual basis as of August 24th of each year for 10 month contracts and as of June 1st of each year for summer contracts. DOE will apply the pick order dates uniformly to all contracts under the respective extensions (i.e., 10 month and summer contracts).
Vehicles	Vintage	Current term allows vehicles to be as old as 19 years	Terms were updated so that no vehicle can be more than 16 years old at the start of the Extension year (e.g., June 30, 2010, no vehicle can be of a model year before 1994).
Vehicles	Air Conditioning	Ninety percent of small vehicles are required to be air conditioned.	By June 30, 2010, all small vehicles are required to be air-conditioned except spare vehicles which must all be air-conditioned by May 1, 2011. (Any child with IEP requiring air-conditioning must have an air-conditioned bus.)
Terms and Conditions	Termination		DOE may terminate for reasonable cause subject to an agreed upon opportunity to cure by Contractor
Payment	Calculation for Escort Cost Reimbursement	NYCDOE currently pays for actual escort costs. (I.e. if an escort is required to work on any DOE holiday contractor is required to pay premium pay such as time and a half or double time).	Contractor shall make best efforts to eliminate payments for escorts who do not work on Chancellor's Day during current negotiations and any subsequent negotiations that take place during the term of this Agreement.
Payment	No Payment for Escort on Days Not Operated	Contractors are compensated for escort service on days when contractor was required to provide service and service was cancelled. (e.g. snow day)	Contractor shall make best efforts to eliminate payments for escorts on no-service days (e.g., school cancellation days) during current negotiations and any subsequent negotiations that take place during the term of this Agreement.
Payment	Escort Administration Fee	Contractors making the election hereunder shall be paid an administrative fee for providing such escorts, which fee shall equal five percent (5%) of the Contractor's	Contractor will reduce administration fee from 5% to 4% for term of contract.

		Escort Costs.	
Terms and Conditions	Most Favored Nation Clause (MFN)	The contractor's entitlement to any provisions offered in any extensions, amendments and/or Request for bids that provide favorable and/or more favorable terms, conditions and/or specifications to the Contractor.	MFN limited to the following areas: • Insurance • Fuel • GPS • Caps on route reduction • Liquidated Damages • Compliance with new laws, rules, regs or safety features referenced above
Vehicles	New Laws, Rules, Regulations or Safety Features	Contractor must comply promptly with Federal, State and local changes, *provided*, the BOE shall pay one-half (½) of the cost of compliance with any new or revised State and/or local driver and/or operational procedures and/or for the purchase and installation of new safety features and/or other equipment in compliance with any such State and/or local legal and/or regulatory changes	No change from current extension language.
Vehicles	New Laws, Rules, Regulations or Safety Features	Requires Contractors to undertake any new or revised State and/or Local procedures affecting school bus personnel or operations (*e.g.*, school bus personnel drug or alcohol testing, driver licensing or training procedures, *etc.*) or the introduction onto vehicles of new safety features or any other equipment (*e.g.*, increased seat-back padding, back-up beepers, stop arms, safety sensors, seat belts, *etc.)* with the DOE paying for one-half (½) of all compliance costs. (As noted above, the three exceptions to this are the following: (1) Local Law 61 of 2009 regarding retrofitting of, and age limitations upon, diesel powered school buses; (2) Local Law 42 of 2005 regarding emissions control systems and ultra-low sulfur diesel fuel; and, (3) any possible requirement to install video cameras on school buses. The NYCDOE will bear the cost of the foregoing exceptions.)	No change from current extension language.

New Provisions		
Category	**Item**	**New Extension Specifications**
Payment	Claims for Payment Deadline	Invoices received any more than sixty (60) calendar days after the end of the month in which the service was rendered will be returned unpaid (except for court order, court judgment, DOE audit report, DOE error, or retroactive unemployment insurance rate changes).
Financials	Financial Statements	Within one hundred eighty (180) days after the end of the Contractor's fiscal year, the Contractor shall provide annually to the OPT Director, prepared by a Certified Public Accountant, that the current ratio for the Contractor and its subsidiaries is not less than 2:1. In the event DOE receives an attachment from 1181 A.T.U. claiming non-payment by Contractor for any monies due and the DOE makes a payment(s) in the amount exceeding two hundred fifty thousand dollars, DOE shall have the right to conduct, and/or authorize a designee to conduct, a full and complete audit of Contractor, and Contractor will fully and faithfully cooperate with any such audit which shall include providing access to all financial records.
Terms and Conditions	Yearly audit and payment responsibility to pension and welfare funds	On at least an annual basis, the Contractor must submit to the OPT Director written confirmation that its pension fund and health/welfare fund liabilities have been audited and that there are no outstanding balances. If the Contractor is not subject to any requirements for pension fund and/or health/welfare fund contributions, the Contractor must submit to the OPT Director a written certification to that effect not later than September 30th of each Extension Year.
Terms and Conditions	Investigations	Section added to require the Contractor's cooperation with any governmental agency with appropriate jurisdiction in its investigations. It specifies terms under which cooperation and testimony must be given and penalties for any failure to comply.
Terms and Conditions	Conflicts of Interest	Section added to spell out what business and/or ownership interests any current or former Board or City employees may have with a contractor. It also prohibits gifts to Board officials/employees and details potential penalties.

Provisions removed from original contract and/or any extensions		
Terms and Conditions	Demographics	The NYCDOE shall not reduce the number of 'additional' vehicles held by the Contractor as of June 30th each extension year during the period of this Extension and Thirteenth Amendment Agreement, ***except*** in instances of decreases of student population affecting the Contractor's geographical service area(s) and/or type(s) of vehicle(s).

In light of the generally favorable contract terms and with prices that are in the normal competitive range, the DOE has agreed to a five year contract extension. Atlantic Queens, Amboy and Staten Island will be required to submit updated VENDEX forms and a background check will be conducted by DCP's Vendor Research and Price Analysis Unit. Unless otherwise permitted by the Chancellor or his designee(s), the current President & CEO of Atlantic Express, Inc., (i.e., the parent company of the named contractor) will not be permitted to have any direct contact with and/or access to NYCDOE personnel. There are criminal charges pending against said President and CEO for menacing and wreckless endangerment related to an incident that occurred during contract negotiations. The Board of Directors of Atlantic Express, Inc. has named a fully empowered substitute, to be the representative of Atlantic Express, Inc., and its subsidiaries for all matters involving any of the contractor group companies and the NYCDOE during the term of the contract. Any matters of concern will be brought to the Panel's attention prior to execution of this contract.