

Contracts Agenda for the Meeting of the Panel for Educational Policy - Wednesday, June 17, 2020

Contract Type	PEP Description	Estimated Highest Annual Spending	Estimated Total Spending	Contract Term	Agenda Item
Request for Proposals	FCCN New Awards	\$55,894,437.70	\$275,388,188.46	5 Years	1
Competitive Sealed Bidding	Smallware Products	\$1,460,776.42	\$7,303,882.10	5 Years	2
Negotiated Services	ERSI Negotiated Services	\$140,000.00	\$840,000.00	3 Years	3
Negotiated Services	Negotiated Services Contracts for Head Start	\$813,920.73	\$813,920.73	1 Year	4
Negotiated Services	Urban Advantage program to promote understanding of scientific inquiry with science institutions	\$4,931,262	\$4,931,262	1 Year	5
Amendments and Extensions	Amendment for Emergency Child Care Facilities	\$295,669.88	\$295,669.88	3 Months	6
Amendments and Extensions	Amendment for History UnErased to develop a LGBTQ - Inclusive curriculum	\$125,000	\$125,000	1 Year	7
Amendments and Extensions	Amendment increases to Earlylearn Contracts	\$72,641.79	\$72,641.79	1 Year	8
Amendments and Extensions	Extension for Repair & Replacement of Ceramic Tile	\$249,686	\$249,686	1 Year	9
Amendments and Extensions	Gifted and talented assessment program extension	\$1,695,761.37	\$1,695,761.37	1 Year	10
Amendments and Extensions	Learning to Work Programs for Young Adult Borough Centers & Transfer Schools	\$7,833,530.84	\$7,833,530.84	1 Year	11
Amendments and Extensions	Learning to Work Programs for Young Adult Borough Centers & Transfer Schools	\$747,079.91	\$747,079.91	1 Year	12
Amendments and Extensions	Master's Degree and Certification Services for Alternate Route Teachers	\$2,598,336	\$2,598,336	2 Years	13
Amendments and Extensions	System-wide Courier Services	\$0	\$0	1 Year	14
Amendments and Extensions	Technology platform for Periodic Assessments (SchoolNET)	\$4,750,000	\$4,750,000	1 Year	15

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Contract Type	PEP Description	Estimated Highest Annual Spending	Estimated Total Spending	Contract Term	Agenda Item
Amendments and Extensions	Universal Pre-Kindergarten Extension (2020-2021)	\$159,434,931.81	\$159,434,931.81	1 Year	16
Amendments and Extensions	Window Air Conditioners, Furnish and Install	\$4,197,411	\$4,197,411	1 Year	17
Emergency	HealthSmart Online Education Resources - COVID-19	\$79,920	\$79,920	2 Months	18
Emergency	Support Services for Remote Learning During COVID-19	\$4,942,806.68	\$4,942,806.68	4 Months	19
Discretionary and Grant Funded	Grant for the Empire State After-School Program	\$91,000	\$91,000	1 Year	20
Discretionary and Grant Funded	Grant for the Extended School-Day Violence Prevention Program	\$87,360	\$87,360	1 Year	21

Request for Authorization to Contract with Providers as Family Child Care Networks within New York State

Procurement Method: Request for Proposals per DOE Procurement Policy and Procedures, Section 3-03

Estimated Highest Annual Amount: \$55,894,437.70

Estimated Total Amount: \$275,388,188.46

Funding Source: Tax Levy

Contract Retroactive? No

Contract Term: Five Years

Options: Three – 1 Year

Options Amount: \$54,873,437.70/ \$164,620,313.09

Contract Type: Full Value

RA Number: 8638

Vendor Name: See List Below

Contract Manager: Amar Rajwani, Deputy Executive Director - Finance & Operations, Division of Early Childhood Education

Lead Contracting Officer: Lucas Koehler, Senior Executive Director - Finance & Operations, Division of Early Childhood Education

Division of Contracts and Purchasing Contact: Breanne Sutherland, Director, Early Childhood Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization to contract with the below-named vendors as Family Child Care Networks (“FCCNs”) to participate in the implementation of high-quality instructional school day and year services for the 3-K for All program, and extended day and year services for Child Care Subsidy eligible infants, toddlers, and 3-year-olds within Family Child Care (“FCC”) settings.

Discussion

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

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

As part of the City's move to consolidate early childhood education programming, several different types of programs that were managed by ACS transitioned to the DOE's Division of Early Childhood Education ("DECE") in 2019, including FCC programs which currently operate as part of the EarlyLearn program. FCC is defined as childcare provided by a non-family member in a home-based setting.

A Request for Proposals ("RFP") – R1278 was released on June 12, 2019, sought to identify eligible, high-quality FCCNs that were willing to collaborate with DECE to operate Family Child Care Networks through stand-alone contracts that are not tied to EarlyLearn. The DOE seeks to support and enhance the existing strengths of family childcare as birth-to-four programs that promote continuous and responsive relationships, strengthen early learning skills, build resiliency, and lay the foundation for all future learning. Organizations awarded through this RFP will be funded to maintain a Network administrative staffing structure that allows them to provide robust support and monitoring to their affiliated family childcare providers to ensure the delivery of high-quality services to children and families. In addition to Network administrative funding, organizations awarded through this RFP will receive significant ongoing support from the DOE.

DECE performed a needs analysis to determine areas to target for seats Citywide. DECE measures this seat gap by evaluating the difference between the estimated number of eligible students in each district and zone, and the number of seats available. However, demand within geographic areas varies and the DOE reserved the right to not award proposals if they are determined at the time of award to fall in areas where seats are not needed.

Through this RFP, Networks were allowed to propose school day and year services for 3-year-olds in Districts 1, 4, 5, 6, 7, 8, 9, 12, 14, 16, 19, 23, 27, 29, 31, and 32; and extended day and year services for infants, toddlers, and 3-year-olds in any of the 32 community school districts within New York City. The Mayor and Chancellor have announced that it is the City's goal to provide 3-K for All throughout the City; however, currently funding is only included in the City budget for 12 community school districts at this time. As funding becomes available for school day and year 3-K slots in districts other than the budgeted 3-K for All districts, vendors' contracts will be amended to include additional seats as determined by the DOE or vendors will be given permission to redistribute seats between districts.

Of the 143 proposals received in the Health and Human Services Accelerator, 130 were evaluated after removing duplicates and non-responsive proposals during the responsiveness checks. Additional awards will be included in subsequent Requests for Authorization. Contracts for these services are necessary because the DOE does not possess the personnel to perform them.

The program provides different schedules; at least 180 days of full-day 3-K services, including at least 176 days of Instruction and four (4) days of Professional Development for teachers, or at least 225 or 260 days of extended day/year services. Providers must operate five (5) days (Monday to Friday) in a typical week and provide a minimum of six (6) hours and 20 minutes 3-K services each day, and either 8 or 10 hours of extended day/year services each day.

DECE convened Evaluation Committees comprised of field office Early Childhood education instructional and operational personnel to evaluate proposals under their guidance, as well as consultants with extensive experience in Early Childhood education. Proposals were assigned a score between 0 and 100, which were determined based on consideration of:

- Written answers provided throughout the Structured Proposal Form (“SPF”) based on Program Vision and Community Need and Early Childhood Framework for Quality (“EFQ”) Elements; and
- Additional evidence gathered during the evaluation process, such as through site visits and/or interviews with program leadership.

Proposals were scored using the following evaluation criteria; totaling 100%:

- Program Vision and Community Need (10%)
- EFQ Element 1: Respect and value differences (20%)
- EFQ Element 2: Create safe and positive environments (15%)
- EFQ Element 3: Provide opportunities for active learning and responsive instruction (15%)
- EFQ Element 4: Promote families’ roles as primary caregivers, teachers, and advocates (15%)
- EFQ Element 5: Work collaboratively towards continuous quality improvement (10%)
- EFQ Element 6: Demonstrate strategic leadership (15%)

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

While price is not an evaluation criterion, recommended contract awards were subjected to successful budget negotiations between the DOE and proposers based on a fair and reasonable price per student for administrative costs. The cost for home-based FCC providers, however, is fixed based on a daily rate per enrolled child, depending on the child’s age. Each Network’s budget includes funding for FCC providers as well as the Network administrative costs. DECE negotiated budgets, inclusive of the FCC provider cost, Network administrative cost, and any proposed start-up funding (materials, furniture, equipment) with vendors recommended for award. Proposers’ program expenditures are subject to review to assure that actual expenditures are consistent with the approved budgets.

The negotiated cost is the amount charged for the term of the entire contract. Vendors with FCCN seats in school year 2019-2020, and who are transitioning to a new award through this RFP, will be extended for a two-month transition period between July 1, 2020 and September 1, 2020. As such, provider costs and existing network costs during the transition period will be included in the extension agreement, and not the new contract, for the first year of the new contract. Networks will receive an advance at the beginning of the fiscal year to cover initial operating cash flow needs for administrative costs and provider payments. The advance will be recouped in the second half of the year on a monthly schedule. Following the advance, Networks will invoice the DOE on a monthly schedule for payment, and also submit regular expenditure reports to demonstrate their costs.

Vendor Legal Name	Borough	Component #1 Fund FCCNs network administration	Component #2 Fund FCCNs to pay providers	Component #3 Fund FCCN start-up costs (provider and network start-up)	Total
B'Above Worldwide Institute, INC	Bronx	\$5,369,549.06	\$16,357,780.00	\$93,150.00	\$21,820,479.06
B'Above Worldwide Institute, INC	Manhattan	\$1,863,761.58	\$4,162,500.00	\$31,050.00	\$6,057,311.58
B'Above Worldwide Institute, INC	Queens	\$1,971,695.58	\$6,200,380.00	\$31,050.00	\$8,203,125.58

Vendor Legal Name	Borough	Component #1 Fund FCCNs network administration	Component #2 Fund FCCNs to pay providers	Component #3 Fund FCCN start-up costs (provider and network start-up)	Total
B'Above Worldwide Institute, INC.	Brooklyn	\$3,224,496.26	\$10,548,720.00	\$51,750.00	\$13,824,966.26
DAY CARE COUNCIL OF NEW YORK, INC.	Queens	\$5,675,767.00	\$10,066,820.00	\$56,000.00	\$15,798,587.00
Lutheran Social Services of Metropolitan New York	Bronx	\$9,896,700.50	\$27,885,680.00	\$151,000.00	\$37,933,380.50
Lutheran Social Services of Metropolitan New York	Manhattan	\$3,085,896.40	\$5,946,360.00	\$34,000.00	\$9,066,256.40
Lutheran Social Services of Metropolitan New York	Queens	\$1,937,679.35	\$2,464,620.00	\$18,000.00	\$4,420,299.35
Lutheran Social Services of Metropolitan New York	Staten Island	\$1,844,467.75	\$1,975,080.00	\$15,000.00	\$3,834,547.75
Lutheran Social Services of Metropolitan New York	Brooklyn	\$3,342,482.05	\$7,790,460.00	\$42,000.00	\$11,174,942.03
MARC Academy and Family Center, Inc.	Bronx	\$7,338,428.10	\$19,981,260.00	\$102,000.00	\$27,421,688.10
Morrisania Revitalization Corporation, Inc.	Bronx	\$5,501,236.00	\$12,553,200.00	\$50,000.00	\$18,104,436.00
Program Support LLC	Brooklyn	\$9,786,626.81	\$25,697,740.00	\$135,040.00	\$35,619,406.81
Program Support LLC	Queens	\$5,515,057.58	\$15,068,240.00	\$75,960.00	\$20,659,257.58
SCO Family of Services	Queens	\$7,189,222.51	\$16,497,225.00	\$65,000.00	\$23,751,447.51
Sunset Park Health Council, Inc. DBA Family Health Centers at NYU Langone	Brooklyn	\$5,680,736.95	\$11,947,320.00	\$70,000.00	\$17,698,056.95

Vendor Responsibility

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

B' Above Worldwide Institute, Inc.

A review of B'Above Worldwide Institute, Inc.'s (BWI) PASSPort submission identified the following cautions:

- On March 15, 2016, the New York City Department of Education (DOE) terminated three BWI Universal Pre-Kindergarten (UPK) contracts (numbers 20159553156, 20159552766, and 20159553745 respectively) due to performance failures, inadequate staff ratios, absence of certified staff on site, lack of adequate instructional materials, unsafe facilities, and improper record-keeping and program management. In an agreement dated November 7, 2016, the DOE agreed to withdraw its terminations for cause, and instead, terminate the contracts for convenience pursuant to Article 1(d) of the contracts.
- On July 31, 2015, the DOE terminated BWI's contract for cause (number 20159552707, 771 East 49th Street site) as a result of numerous performance concerns including, but not limited

to, hazardous materials in reach of children, improper supervision of children, insufficient staff qualifications, incomplete attendance records, and inadequate instructional materials.

- On July 31, 2015, the DOE found BWI to be a non-responsible vendor and denied BWI a UPK contract due to concerns at its 900 Lenox Avenue site which included, but were not limited to, a lack of adequate oversight by BWI, failure to have appropriate policies and protocols in place to protect the health and safety of students, a lack of appropriate pedagogical structures to promote student learning, and the mixing of staff members and responsibilities with a privately-owned program at the same location.
- In October, 2013, BWI was placed on Corrective Active Status (CAS), by the New York City Administration for Children's Services (ACS) due to significant challenges with its 2012 EarlyLearn award. In 2014, BWI was upgraded from CAS to Heightened Monitoring, but was later placed back on CAS due to continued lack of management and oversight. In addition, the Federal Office of Head Start conducted an Environmental Health and Safety review resulting in over 38 findings. As a result, on May, 12, 2015, ACS found BWI to be non-responsible regarding a new award expanding the program, which was attributable to improper infrastructure to support an expansion.. Moreover, ACS reduced the vendor's number of slots under the existing contract by 526.. The decrease in slots reduced the demand on BWI's existing infrastructure and enhanced the vendor's capacity to effectively manage its remaining slots.

A review of ACS' responsibility determination (RD) revealed the following information:

- On March 23, 2017, the New York State Department of Health (NYS DOH) notified BWI of its failure to comply with the bid procedures and contract requirements of applicable Federal procurement regulations and the New York State Department of Health Child and Adult Care Food Program (CACFP) regulations. Further, BWI was found to be seriously deficient in its operation of its program and not in compliance CACFP) regulations. Subsequently, in September 2017, the CACFP cited BWI for the following deficiencies:
 - Reimbursement used for unallowable expenses.
 - BWI did not have itemized receipts or documentation to show that CACFP reimbursement was used only for food service operation.
 - Documentation on file did not meet the requirements to support labor costs.
 - BWI's contracts were not on file for all vended meals.
 - Meals did not meet meal pattern requirements.

On November 29, 2018, BWI submitted a Corrective Action Plan (CAP) to correct all five deficiencies, which was accepted by CACFP. However, in December 2018, CACFP confirmed that BWI's meals still did not meet the meal pattern requirements. NYS DOH proposed to terminate BWI's participation and to disqualify BWI's Chairperson, Chief Financial Officer, Treasurer, Director of Operation and the Executive Director from any participation in CACFP, effective February 15, 2019. On March 13, 2019, CACFP notified the New York State Department of Health Bureau of Adjudication indicating that it accepted BWI's CAP and the acceptance of the CAP temporarily deferred the serious deficiency determination and all proposed terminations and disqualifications were withdrawn. In March 2020, NYS DOH indicated that the vendor is in compliance and that a subsequent review will take place in September 2020.

NYS CACFP accepted BWI's CAP regarding the matter reported above, while delaying any immediate action, and NYS DOH has advised that the vendor currently is in compliance. BWI has performed satisfactorily on its most recent contract with ACS, and continues to do so since the assignment of that contract was made to the DOE. Accordingly, the DOE determines the vendor to be responsible.

Lutheran Social Services of Metropolitan New York, Inc.

A review of Lutheran Social Services of Metropolitan New York Inc.'s (LSSMNY) and its affiliates' PASSPort submissions revealed the following agency reported caution:

- LSSMNY and its affiliates were subject to 32 investigations by various governmental agencies including the National Labor Relations Board, New York State Division of Human Rights, New York State Justice Center, New York State Office of Children and Family Services, New York City Administration for Children's Services Office of Special Investigations, New York City Department of Health and Mental Hygiene, New York City Commission on Human Rights, and the United States Equal Employment Opportunity Commission. Of the 32 investigations, 27 were either closed without any adverse finding, dismissed, or were determined to be unfounded and 5 investigations were settled, sustained, or sustained in part with fines ranging from \$200-\$3,200.

In light of the size of LSSMNY, which in FY 2018 generated \$39 million in revenue with 420 employees, its corrective actions regarding the matters above, the DOE determines LSSMNY to be responsible.

SCO Family of Services

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

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

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

- There were a total of 9 lawsuits were filed against SCO regarding discrimination of disability, race or age, violation of The Fair Labor Act, sexual assault and violation of civil rights. Of the 9 lawsuits, 6 were dismissed, 1 was settled and 2 are pending.
- An August 2015 press release by the New York State Justice Center for the Protection of People with Special Needs (NYS Justice Center) and a September 2017 news report revealed former employees of SCO were accused of endangering the welfare of an incompetent and physically disabled client. ACS advised that SCO took immediate action to report the allegations to the NYS Justice Center. The former employees were arrested and terminated following an internal review.
- An April and May 2016 news article reported that a Queen's foster mother was sentenced to 13 years in prison for first degree assault after she failed to seek medical attention for a 19-

month child in her care after he was burned by scalding water while sitting in a bathtub. The vendor immediately reported the incident to the appropriate authorities and closed the foster home. The foster parent was convicted and sentenced to 13 years in prison.

- Two news articles from July 2017 and a February 2018 revealed a sexual assault of a woman by four young men who lived in a shelter run by SCO. All four men were arrested and SCO submitted a letter to the New York City Department of Youth and Community Development (DYCD) indicating that they have fully cooperated with the New York City Police Department (NYPD). DYCD placed SCO on a Corrective Action Plan (CAP) and according to ACS' RD, DYCD advised that SCO is currently in compliance with the CAP.

Additionally, the DOE discovered the following information:

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

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

Request for Authorization to Contract with Sam Tell and Son, Inc. for Smallware Products – B3383

Procurement Method: Request for Bids per DOE Procurement Policy and Procedures, Section 3-02
Estimated Highest Annual Amount: \$1,460,776.42
Estimated Total Amount: \$7,303,882.10
Funding Source: Tax Levy
Contract Retroactive? No
Contract Term: 5 Years
Options: 1 Year **Options Amount:** \$1,460,776.42
Contract Type: Requirements
RA Number: 7073

Vendor Name: Sam Tell and Son Inc.
Vendor Address: 300 Smith Street, Farmingdale, New York 11735
Awarded Classes: 1

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

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of Food and Nutrition Services (“OFNS”) to contract with Sam Tell and Son, Inc. (“Sam Tell”) for the sale and delivery of smallware products to be delivered to the OFNS Warehouse. The contemplated contract will be funded by OFNS.

Discussion

The Request for Bids (“RFB B3383” or the “RFB”) - was advertised for seven days in the City Record and on the Division of Contracts and Purchasing’s website. The RFB contemplated the purchase and delivery of smallware products for delivery to a single DOE warehouse. Goods to be purchased include cooking utensils, pans, pots, bowls, thermometers, and other small miscellaneous tools. The bid consists of one manufacturers’ catalog line, Vollrath, plus individual items. Vendors were permitted to bid an alternate manufacturer’s catalog, provided that the alternate catalog offer a similar breadth of products as those included in the bid blank and at a minimum all items in the market basket or acceptable equivalent. These products are necessary items to support our COVID 19 feeding sites.

Respondents to the RFB (“Bidders”) quoted three prices for each category: (1) a percentage discount off manufacturer’s public catalog price list for every item in the catalogue. The percentage discount was applied to the respective public prices to evaluate catalog pricing in a market basket. The market basket contains items from the catalog referenced above that OFNS intends to purchase. (2) Bidders quoted two prices for each individual product plus the manufacturer’s net cost for equipment delivered to vendor’s warehouse; and (3) a price reflecting a delivery mark-up on each item. The pricing

includes materials, transportation, insurance, overhead, and profit. Aggregate total to evaluate bids was based on the combined total cost tallying the full estimated annual spend of all products, delivery mark-up, and market basket items.

For catalog items, pricing will be adjusted annually based on the manufacturer’s latest published public retail price list. For individual items, the appropriate Producer Price Index (“PPI”) will be used. The delivery mark-up items will be adjusted based on an appropriate PPI index as well.

Two responsive bids were received, albeit from one bidder (Sam Tell). Award is recommended to Sam Tell, who was both the lowest responsive and responsible bidder. A qualification review with OFNS determined that Sam Tell has satisfied the requirements of the RFB and has the organizational capacity to service the contemplated contract. In prior contracts with the DOE, Sam Tell has provided satisfactory service, and OFNS is confident that Sam Tell will continue to do so.

The DOE requested a Voluntary Price Reduction (“VPR”) from Sam Tell; however, Sam Tell declined. Although Sam Tell declined to offer a VPR, the estimated annual proposed pricing is approximately 27% lower than prices in current contract. As such, pricing can be determined to be fair and reasonable.

The bid submitted by Win Depot, Inc. was determined to be non-responsive because they did not submit their bid with the updated bid blank either in paper or electronically. The vendor did not protest the non-responsive determination.

The estimated quantity is based on past and projected usage. It is anticipated that 2% of the annual estimated spend will be from the manufacturers catalog, 92% for individual items, and 6% for delivery mark-up.

Smallware Products

Contractor Name	Annual Contract Value	Total Contract Value
Sam Tell and Son, Inc. (A)	\$1,460,776.42	\$7,303,882.10
Sam Tell and Son, Inc. (B)	\$2,234,594.76	\$11,172,973.80

[Vendor Responsibility](#)

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

Request For Authorization To Contract With Environment Rating Scales Institute, Inc. For Evaluation Reliability Training and Support Services

Procurement Method: Negotiated Services Contract per DOE Procurement Policy and Procedures, Section 3-08

Estimated Highest Annual Amount: \$140,000.00

Estimated Total Amount: \$840,000.00

Funding Source: Tax Levy

Contract Retroactive? No

Contract Term: 7/01/2020-6/30/2026

Options: Three, 1-Year

Options Amount: \$140,000.00/ \$420,000.00

Contract Type: Full Value

RA Number: 8591

Vendor Name: Environment Rating Scales Institute

Vendor Address: 205 Lloyd Street, Suite 206, Carrboro, NC, 27510

Contract Manager: Ross Harold, Senior Director of Program Assessment, Division of Early Childhood Education

Lead Contracting Officer: Thomas Samaris, Senior Director of Finance and Operations, Division of Early Childhood Education

Division of Contracts and Purchasing Contact: Breanne Sutherland, Director Early Childhood Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Division of Early Childhood Education (“DECE”) to enter into a negotiated services contract with the Environment Rating Scales Institute, Inc. (“ERSI”) to support DECE Pre-K Evaluators in the use of the Early Childhood Environment Rating Scale (“ECERS”) assessment tool.

Discussion

ERSI is the purveyor of the Early Childhood Environment Rating Scale, the Infant/Toddler Environmental Rating Scale (“ITERS”), and the Family Child Care Environmental Rating Scale (“FCCERS”). Collectively, these tools are referred to as Environmental Rating Scale tools or ERS tools.

For the past four years, ERSI has provided the ECERS tool, one of two program assessment tools used by the DECE to assess the quality of early childhood learning environments. ERSI gave evaluators introductory trainings on how to define and measure quality in early childhood programs, and use ECERS as a tool to research, assess and improve learning environments. The ECERS tool is critical to DECE’s Pre-K program quality, as research shows that high scores lead to positive developmental outcomes for children. With the addition of Infant/Toddler and Family Childcare services due to the Early Learn transition, DECE’s program assessment team has begun planning for the assessment of 3-K infant/ toddler and family childcare services. This requires utilizing age and

context specific ERS tools such as the Infant/Toddler Scale and the Family Childcare Scale. We are requesting ERSI to continue to provide reliability training and certification in the ECERS tool and the additional ERS tools DECE will need to utilize in order to accurately assess program quality.

DECE consulted with several organizations in the early childhood field that have used or are using ECERS as an extensive part of their program assessment work, to better understand the most efficient way evaluators should be trained and supported. The general consensus was that having a subset of evaluators directly trained by ERSI to function as “anchors” within teams was a best practice, as it encompasses the collection of more reliable data when using the tool.

As DECE’s early childcare and education program portfolio grows, the annual number of ECERS assessments needed increases. While DOE evaluators have been trained on the tool, the DOE uses ERSI’s services to ensure that evaluators continue to collect data reliably, including providing feedback to our evaluators in the field once per year and continuously verifying that data is collected accurately. This is essential for quality control as we report this data publicly and can point to ERSI’s monitoring and support to validate the DOE’s role in continuing to collect ECERS-R data in house. Based on the expanded projection for the next year and associated costs, ERSI monitoring and supporting an internal team to conduct the ECERS assessments is in the best interest of the DOE.

Contracts for these services were not competitively bid as ERSI is the sole source for training and support services to use the ECERS tool. ERSI’s current contract for these services will expire on June 30, 2020 thus, a new Negotiated Service contract is necessary to ensure consistency in quality and provision of services.

The vendor has offered its ERS training at a fixed price of \$3,500 per session, which is the same price as in the vendor’s previous contract for these services. Pricing includes unlimited consulting and guidance via phone and email to all participants during the school year.

Accordingly, pricing is considered to be fair and reasonable.

Vendor Responsibility

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

Request for Authorization to Contract with Direct Head Start Grantees to Provide Supplemental Resources

Procurement Method: Negotiated Services Contract per DOE Procurement Policy and Procedures, Section 3-08

Estimated Highest Annual Amount: \$813,920.73

Estimated Total Amount: \$813,920.73

Funding Source: Tax Levy

Contract Retroactive? Yes

Contract Term: 10/1/19-6/30/20

Options: Two, 1-Year

Options Amount: TBD

Contract Type: Requirements

RA Number: 8694

Vendor Name: See List Below

Contract Manager: Amar Rajwani, Deputy Executive Director - Finance/Operations, Division of Early Childhood Education

Lead Contracting Officer: Lucas Koehler, Senior Executive Director - Finance/Operations, Division of Early Childhood Education

Division of Contracts and Purchasing Contact: Breanne Sutherland, Director, Early Childhood Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Division of Early Childhood Education (“DECE”) to contract with Direct Head Start Grantees to provide supplemental resources for the implementation of training and technical assistance to program staff.

Discussion

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

In April 2017, the 3-K for All (“3-K”) program was introduced and announced as part of Mayor de Blasio’s initiative to expand high-quality early childhood care and education for New York City (“NYC”) children ranging from birth to age five. Implementation of the 3-K program is targeted to provide three-year-olds with universal, free, and enhanced early childhood education within NYC’s five boroughs.

Over the last decade, New York City has invested in initiatives to support and advance the early care and education system, including EarlyLearn NYC at the ACS and Pre-K for All and 3-K for All at the

DOE. In July 2019, New York City transferred all contracted birth-to-five early care and education services from ACS to the DOE.

The DOE's goal is to support the delivery of high-quality Head Start services citywide by providing supplemental resources through this enhancement. All eligible programs meeting the criteria of being a federal Head Start grantee operating in NYC were contacted and invited to submit a proposal to collaborate with the DOE's DECE for this enhancement through negotiated service contracts. The initial deadline for submissions was March 20, 2020, but the DOE may honor submissions on an ongoing basis. In order to be found eligible, grantees who met the following criteria were able to be considered for award:

- Provides center-based services
- Has strong record of health and safety and is in good standing with licensing and other regulatory and funding agencies at each site; and
- Operates programs located within New York City (centers operating outside NYC may not be funded through this opportunity).

After removing duplicates and non-responsive submissions, five responsive proposals were evaluated. Four are recommended for award here; the remaining one will be presented on a future request for authorization.

Contracts for these services are necessary because the DOE does not possess the personnel to perform them.

Funding will be based on a fixed rate of up to \$100 per staff member, plus costs for required background clearances. Programs with increased labor expenses to implement this initiative may request additional funding upon negotiation with the DOE. Further, as costs for background clearances are set by the DOE at \$135 per person, and labor costs are set by collective bargaining, the cost can be determined as fair and reasonable.

This contract is retroactive in order to cover increased labor costs in alignment with the ratified collective bargaining agreements that became effective on October 1, 2019.

The Committee on Contracts approved this request on May 27, 2020.

Vendor Legal Name	Clearance Costs	Training Costs	Increased Labor Costs	Total Contract Amount
Bedford Stuyvesant Early Childhood Development Center, Inc.	\$675.00	\$7,600.00	\$62,249.16	\$70,524.16
Catholic Charities Neighborhood Services, Inc.	\$31,995.00	\$24,100.00	\$332,485.45	\$388,580.45
Community Development Institute Head Start	\$4,590.00	\$5,900.00	-	\$10,490.00
Sharon Baptist Board of Directors, Inc	\$3,105.00	\$6,300.00	\$146,449.00	\$155,854.00
Yeled V Yalda Early Childhood Center, Inc.	\$10,260.00	\$8,400.00	\$106,675.74	\$125,335.74
Yeshiva Kehilath Yakov Inc.	\$15,795.00	\$22,400.00	\$20,051.38	\$58,246.38
Young Men's and Young Women's Hebrew Association of Williamsburg, Inc.	\$1,890.00	\$3,000.00	-	\$4,890.00

Vendor Responsibility

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

Bedford Stuyvesant Early Childhood Development Center, Inc.

A review of Bedford Stuyvesant Early Childhood Development Center Inc.'s (Bedford Stuyvesant) PASSPort submission revealed the following information:

- On November 18, 2016, an eviction warrant was executed by the City Marshal for Bedford Stuyvesant, which at the time was at 275-281 Marcus Garvey Boulevard, Brooklyn, NY 11221. On the date of eviction, the facility was closed. The New York City Department of Health and Mental Hygiene (DOHMH) advised that they were notified by Bedford Stuyvesant in April 2016 that they were going out of business due to landlord/tenant issues. Bedford Stuyvesant advised that they vacated the premises due to issues with the fire alarm system installation and high rent prices. Since that time, Bedford Stuyvesant has been providing services at numerous sites, with current DOHMH permits.

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

Catholic Charities Neighborhood Services, Inc.

A review of Catholic Charities Neighborhood Services, Inc.'s (CCNS) PASSPort submission revealed the following 2 poor evaluations from the New York City Department of Youth and Community Development (DYCD) for the period ending 6/30/2017:

- The first poor evaluation was due to reports being submitted late with errors, changes being made without DYCD being made aware, and CCNS struggling to meet its Americans with Disabilities Act (ADA) and enrollment requirements for its Immigration Services ESOL/Civics Brooklyn program. However, DYCD advised that CCNS was placed on a corrective action plan (CAP) and has improved. In the fiscal year 2018, CCNS evaluation subcategory ratings of "fair" in timeliness and subcategory "fair" in performance quality.
- The second poor evaluation was due to CCNS struggling with ADA and retention issues throughout the year for its Immigrant Services ESOL/Civics Queens program. DYCD advised that the vendor made several changes and worked with DYCD to address the issues and in fiscal year 2018, CCNS improved and received a subcategory "fair" in performance quality.

Since the last poor evaluation, CCNS has received 11 excellent, 65 Good, and 3 satisfactory performance evaluations.

PASSPort revealed the following information from the New York City Department of Social Services' (DSS) Responsibility Determination (RD).

- A November 2011 news article reported that a lawsuit was filed against CCNS for claims of sexual harassment. CCNS advised that the case was closed with a confidential settlement without admission of liability. Additionally, the individual resigned when the complaint was filed.

In light of the vendors improved performance and the resolution of the matter above, the DOE determines the vendor to be responsible.

Sharon Baptist Board of Directors, Inc.

A review of Sharon Baptist Board of Directors, Inc.'s (Sharon Baptist) PASSPort submission revealed the following information:

- In July 2014, a former principal of Sharon Baptist was convicted of petit larceny for unauthorized disbursement of checks drawn against the Board's bank account. The former principal was ordered to pay Sharon Baptist back \$89,000.

The DOE is also aware of the following:

- A March 2015 news article discussed an audit report released by the federal Administration for Children and Families (ACF) which funds the city to pay community organizations that run Head Start programs. The report indicated that the New York City Administration for Children's Services (ACS) did not properly follow up on reports of serious child mistreatment, with Sharon Baptist being one of the vendors mentioned. ACS advised that a Corrective Action Plan (CAP) was implemented, and after review by ACF, the CAP was closed on May 25, 2015.

In light of the resolution of the matters above, the DOE determines the vendor to be responsible.

Yeled V' Yalda Early Childhood Center Inc.

A review of Yeled V'Yalda Early Childhood Center Inc.'s (YVYECC) PASSPort submission identified the following self-reported caution:

- In January 2016, the New York City Department of Investigation (DOI) conducted an investigation at one of YVYECC's Brooklyn sites regarding the possession of a fraudulent medical form for the site's Educational Director. DOI substantiated that the medical form was fraudulent and recommended their findings to the New York City Department of Health and Mental Hygiene (DOHMH). YVYECC appealed the decision with the Office of Administrative Trials and Hearing (OATH) and in August 2016, YVYECC's violations were dismissed on the merits at the OATH hearing.

Additionally, the DOE is aware of the following:

- A December 31, 2015 New York State Comptroller's (NYS Comptroller) audit found that YVYECC claimed approximately \$3 million in ineligible expenses for reimbursement over a three year period ending June 30, 2014. The NYS Comptroller recommended that the New York State Education Department (NYSED) review the audit's recommended disallowances and recoup the money through adjustments to YVYECC's reimbursement rates. NYSED advises that revised rates have not yet been approved. Once NYSED does so, the DOE will use the revised rate to determine the amount that needs to be recovered from the vendor.

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

Yeshiva Kehilath Yakov, Inc.

A review of Yeshivath Kehilath Yakov, Inc.'s (YKY) PASSPort submission revealed the following caution:

- In 2017, YKY received an unsatisfactory performance evaluation from the New York State Department of Health (NYS DOH) for failure to operate the program in conformance with the performance standards regarding financial and program accountability in its Child and Adult Care Food Program (CACFP). YKY submitted a Corrective Action Plan (CAP) which was accepted by the NYS DOH, and which YKY has since implemented. NYS DOH advised that YKY has made improvements, and the CACFP continues to monitor the vendor to ensure compliance with federal regulations.

The DOE is also aware of the following information:

- A March 2019 news report revealed a measles outbreak at a YKY school. The New York City Department of Health and Mental Hygiene (DOHMH) confirmed that the outbreak did not occur at any of the DOE sites and the DOE sites do not have any record of immunization violations within the past year.

As YKY is addressing the CACFP matter cited above and has no open DOHMH violations, the vendor is determined to be responsible.

Request for Authorization to Contract with the American Museum of Natural History for the Urban Advantage Program

Procurement Method: Negotiated Services Contract per DOE Procurement Policy and Procedures, Section 3-08

Estimated Highest Annual Amount: \$4,931,262

Estimated Total Amount: \$4,931,262

Funding Source: Tax Levy

Contract Retroactive? Yes

Contract Term: 07/01/2019 – 06/30/2020

Options: Two, 1-Year

Options Amount: \$6,360,146 / \$12,720,292

Contract Type: Full Value

RA Number: 7411

Vendor Name: American Museum of Natural History

Vendor Address: Central Park West at 79th Street, New York, NY 10024

Contract Manager: Gregory Borman, Director of Science, Department of STEM Office of Curriculum, Instruction & Professional Learning, Division of Teaching & Learning

Lead Contracting Officer: Michael Feliciano, Deputy Chief Operating Officer, Office of Curriculum, Instruction & Professional Learning, Division of Teaching & Learning

Division of Contracts and Purchasing Contact: Natasha Worthen, Procurement Analyst, Central Office Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization, on behalf of the Division of Teaching and Learning (“DTL”) to contract with American Museum of Natural History (“AMNH”) for Urban Advantage (“UA”) program. UA provides resources to schools, teachers, students, and students’ families for the implementation of exemplary science investigations and to expand science content knowledge.

Discussion

UA works with the DOE and eight other New York City cultural institutions (AMNH, the Brooklyn Botanical Garden, the New York Hall of Science, the Queens Botanical Garden, the Staten Island Zoo, the New York Botanical Garden, the Bronx Zoo, and the New York Aquarium) to provide a science education program for elementary and middle school science teachers, administrators, students, and students’ families. The UA program includes access to the partner institutions, professional development sessions for teachers and school administrators, workshops for parent coordinators, class trips, and supplies and equipment for schools and classes to support scientific investigations.

Now in its 16th year, the UA partnership program received additional funding from the Mayor’s Office to support and provide opportunities for administrators and teachers. This will allow them to participate in UA or in professional learning to help increase student achievement in science, mathematics, and literacy.

UA is one of the DOE’s largest partnership programs with cultural partners and the DOE’s largest science initiative. Services include professional development and outreach events such as the UA Expo and Family Science Sundays, in addition to coordination and program administration. The UA

program also provides science teachers with a stipend to purchase materials and equipment to support science investigation, vouchers for students and teachers to gain access to all eight participating UA cultural institutions, and vouchers for families to visit partner institutions.

In FY 2020, the UA middle school program expects to recruit approximately 275 middle schools, 890 teachers, and 90,000 students. The UA elementary school program expects to recruit approximately 40 elementary schools, 95 teachers, and 6,600 students. These figures are similar to FY19 for middle schools; however, represent a doubling of the elementary school participants.

This contract is retroactive due to an administrative delay regarding the receipt of funding from the Office of Management and Budget as a result of funding source changes in FY 2020. As per the City Council of the City of New York Fiscal Year 2020 Adopted Expense Budget Adjustment Summary, Schedule C, the Urban Advantage science education initiative, which was previously jointly funded by the Council and the Administration, are funded by the Administration in Fiscal 2020 for one year only.

Due to Covid-19, services to be provided by the Urban Advantage, such as student/family field trips and teacher professional development, have been limited bringing the total price down to \$4,931,262. DOE's contribution originally totaled \$860,146 and while it also may be reduced by OMB, at its current level it represents 17% of the total. Accordingly, pricing can be determined to be fair and reasonable.

The Committee on Contracts approved this Negotiated Service contract on May 20, 2020.

Vendor Responsibility

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

American Museum of Natural History

A review of American Museum of Natural History's (AMNH) PASSPort submission revealed the following two self-reported cautions:

- In October 2018, AMNH received a violation from the Fire Department of New York (FDNY) for a failure to maintain public assembly space in accordance with floor/seating plans approved by the Department of Buildings. Per AMNH, AMNH has directed architects to submit proposals for updating the drawings for the spaces in question and expects to file new drawings with the Department of Buildings. AMNH stated that they filed new drawings which lead to an inspection by FDNY and subsequent dismissal of the mentioned violation in October 2019.
- AMNH was issued seventeen violations by the Fire Department of New York (FDNY) and City of New York, Department of Health and Mental Hygiene (DOH) November 2013 to June 2018, all of which are closed.

PASSPort reveals the following information:

- In August 2019, AMNH received a summons from the New York City Department of Environmental Protection mirroring safety violations amidst work performed by a contractor at an active construction site. AMNH advised that the contractor responsible for the construction site would be taking responsibility for the mentioned violating conditions including any fines levied against the contractor and museum. The matter is currently pending.

The DOE is also aware of the following:

- A news article from July 26, 2019 revealed that AMNH investigated its director of the Hayden Planetarium for allegations of sexual misconduct. AMNH advised that based on the results of their investigation into the mentioned matter, the director would remain an employee of AMNH. AMNH also advised that AMNH has not been named in any lawsuits related to this matter.

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

Request for Authorization to Amend Contracts with Early Childhood Providers for the Operation of Emergency Childcare Facilities

Procurement Method: Contract Amendment per DOE Procurement Policy and Procedures, Section 4-08

Estimated Highest Annual Amount: \$295,669.88

Estimated Total Amount: \$295,669.88

Funding Source: Tax Levy

Contract Retroactive? Yes

Contract Term: See List Below

Options: None

Options Amount: None

Contract Type: Requirements

RA Number: 8728

Vendor Name: See List Below

Contract Manager: Amar Rajwani, Deputy Executive Director - Finance/Operations, Division of Early Childhood Education

Lead Contracting Officer: Lucas Koehler, Senior Executive Director - Finance/Operations, Division of Early Childhood Education

Division of Contracts and Purchasing Contact: Breanne Sutherland, Director, Early Childhood Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Division of Early Childhood Education (“DECE”) to amend contracts with current Early Childhood providers to operate Emergency Childcare Centers during the COVID-19 pandemic. These contracts will be funded by DECE.

Discussion

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

In April 2017, the 3-K for All (“3-K”) program was introduced and announced as part of Mayor de Blasio’s initiative to expand high-quality early childhood care and education for New York City (“NYC”) children. Implementation of the 3-K program is targeted to provide three-year-olds with universal, free, and enhanced early childhood education within NYC’s five boroughs. In addition to launching 3-K for All, Mayor de Blasio announced the City’s initiative to transfer into the DOE ACS’s system of contracted early care and education services for children ages 0-5, called EarlyLearn, which transferred from the Administration of Children Services to the DOE in July 2019.

In March 2020, the United States began seeing a rapid increase of cases from the COVID-19 virus. New York City, amongst other cities and states, was ordered to shelter in place, moving work and educational instruction online. The DOE is committed to providing emergency childcare services to

children of essential employees and emergency workers who must continue working and cannot do so remotely during the COVID-19 pandemic. Emergency childcare began on March 23, 2020, one week after the DOE announced public school closures, and is expected to run at least through the end of the school and fiscal year, June 30, 2020.

The DOE solicited interest from all contracted early childhood vendors to provide emergency childcare. About 120 expressed interest and were invited to participate in detailed interviews to determine readiness to operate emergency childcare facilities. These interviews covered areas including availability of staffing, planning for food, health & safety logistics, community need/demand, and organizational capacity, amongst other factors. Approximately 40 vendors were determined eligible to move forward and begin providing services. The DOE is partnering with 39 contracted early childhood vendors to make care available for students ages 0-5 and their older siblings, in addition to over 70 NYCDOE-operated Regional Enrichment Centers (“RECs”).

The DOE determined fair and reasonable pricing for each facility, based on the reported additional costs for emergency childcare services above and beyond the existing contract amount. Expenses covered by the amendment may include:

- Additional hours for staff working a longer day in the emergency childcare facilities
- New staff being added to the budget
- Additional cleaning and disinfecting supplies and services to combat the spread of the virus
- Personal protective equipment (“PPE”) for staff and students
- Additional supplies and materials as needed to ensure that students are engaged for the length of the extended day being served, as well as for any new age groups the program is serving
- Additional food costs, as emergency childcare programs are required to provide at least three meals daily
- Other costs that are in addition to the existing contract and therefore require an amendment to fund

Consistent with provisions that exist in DOE’s contracts with Early Learn providers, as well as standard in the City’s Standard Health and Human Services contracts, the DOE will amend certain of the vendors’ contracts to expand services and compensate for their assistance in carrying out emergency procedures during the State of Emergency declared by the City in response to the COVID-19 pandemic.

These contracts are retroactive due to the nature of the emergency and the time taken to prepare specifications.

Site ID	Program TYPE	Vendor Name	Estimated Contract Amount	Contract Term
KBYJ	PK/3K	AL-MADINAH SCHOOL INC	\$29,162.76	6/1/20-6/30/20
KBYF	PK/3K	Edith and Carl Marks Jewish Community House of Bensonhurst, Inc.	\$58,465.47	5/11/20-6/30/20
XANW	EarlyLearn	Highbridge Advisory Council Head Start	\$27,152.85	6/1/20-6/30/20
MANH	PK/3K	IMAGINE EARLY LEARNING CENTERS, LLC	\$125,362.80	5/26/20-6/30/20
XAGF	EarlyLearn	La Peninsula Community Organization Inc	\$55,526.00	5/8/20-6/30/20

Vendor Responsibility

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

Highbridge Advisory Council Family Service, Inc.

- In 2004, the New York State Comptroller (NYS Comptroller) audited the Highbridge Advisory Council Family Services Inc.'s (Highbridge) preschool special education services provided to the DOE for the two-year period ending June 30, 2001 and found that \$2.5 million of the expenses included on their Consolidated Financial Report were not in compliance with the provisions governing reportable expenses. Additionally, the NYS Comptroller found that the methodology used to calculate full-time equivalent enrollment was not consistent with the one prescribed by the New York State Education Department (NYSED).
- In 2009, the NYS Comptroller completed an audit on the subsequent years of Highbridge's preschool special education services and found an additional \$4,017,410.91 of disallowed expenses. Highbridge executed an installment agreement beginning in July 2009, resulting in a monthly reduction of \$20,000.
- In 2013, the NYS Comptroller conducted an additional audit for FY 2007-2011 on Highbridge's preschool special education services, and found that \$390,338.86 of its expenses were disallowed. Highbridge executed a second installment agreement beginning in April 2013 resulting in a second monthly reduction of \$4,066.

The vendor is current with its payments on both installment agreements and the total amount left to pay is \$2,087,251.44.

In light of the fact that the vendor has addressed this matter and is remitting payment, the DOE finds the vendor to be responsible.

Request for Authorization to Amend the Contract with History UnErased, Inc. to Provide LGBT-Inclusive Curriculum Development

Procurement Method: Contract Amendment per DOE Procurement Policy and Procedures, Section 4-08

Estimated Highest Annual Amount: \$125,000

Estimated Total Amount: \$125,000

Funding Source: City Council Discretionary Funding

Contract Retroactive? Yes

Contract Term: 7/1/19 – 6/30/20

Options: Two – 1 Year

Options Amount: \$125,000/\$250,000

Contract Type: Full Value

RA Number: 8664

Vendor Name: History UnErased, Inc.

Vendor Address: 175 Cabot Street, Suite 100, Lowell, MA 01854

Contract Manager: Marvin Clement, Director of Finance, Office of the Chief Academic Officer

Lead Contracting Officer: Michael Feliciano, Deputy Chief Operating Officer, Office of the Chief Academic Officer

Division of Contracts and Purchasing Contact: Kate Park, Procurement Analyst, Central Office Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Division of Teaching and Learning, Office of Curriculum, Instruction and Professional Learning to amend its contract with History UnErased, Inc. (“HUE”) in order to provide materials and training to aid New York City public schools develop a LGBT-inclusive curriculum.

Discussion

HUE, founded in 2015, is a 501(c)3 non-profit organization whose focus is bringing LGBT history into all classrooms to improve the educational outcomes for every student, but especially for at-risk LGBT students.

Under this agreement, HUE will provide the following services:

- Professional Development Institutes on Integrating LGBTQ-inclusive Curriculum- Four (4) two-day institutes for 40 NYC public school educators (totaling 160)
- One full-day Sexuality, Women, and Gender (SWaG) conference for 400 NYC public school educators
- History UnErased’s Educator Resource Guide on Contextualizing LGBT+ inclusive Curriculum (digital version embedded on the Institute’s online portal); and,
- Access to the unique, secure, password-protected UnErased.org portal which houses all of the instructional resources used during the Institute and a private peer-to-peer discussion forum to

support participants when they replicate the Institute for on-site training at their respective schools on integrating LGBTQ-inclusive curriculum

This contract is retroactive because it is a Council discretionary contract for FY20 with a term beginning July 1, 2019 following a June 19, 2019 enacted budget.

A competitive sealed bid was not done since this was a City Council discretionary grant naming the vendor and allocating a specific amount to be paid for these services. The DOE has sole discretion to renew this contract each year and renewal will be contingent on future City Council Discretionary awards.

Vendor Responsibility

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

Request for Authorization to Amend EarlyLearn Contracts to Achieve Pay Parity for Early Childhood Educators

Procurement Method: Contract Amendment per DOE Procurement Policy and Procedures, Section 4-08

Estimated Highest Annual Amount: \$72,641.79

Estimated Total Amount: \$72,641.79

Funding Source: Tax Levy

Contract Retroactive? Yes

Contract Term: 2/1/19 – 6/30/20 (Local 95)

Options: None

Options Amount: None

Contract Type: Full Value

RA Number: 8739

Vendor Name: See List Below

Contract Manager: Amar Rajwani, Deputy Executive Director - Finance/Operations, Division of Early Childhood Education

Lead Contracting Officer: Lucas Koehler, Senior Executive Director - Finance/Operations, Division of Early Childhood Education

Division of Contracts and Purchasing Contact: Breanne Sutherland, Director, Early Childhood Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Division of Early Childhood Education (“DECE”) to amend the EarlyLearn contracts of vendors listed in the chart below for to achieve Pay Parity for Early Childhood Educators.

Discussion

On November 18, 2019, the City announced that new labor contracts were negotiated that increased compensation for members of District Council 37/1707 Local 205 and Local 95, as well as salary increases for certified teachers at non-unionized EarlyLearn, 3-K, and Pre-K programs. Certified teachers will see phased-in wage increases, with parity achieved in October 2021. Non-certified teachers and support staff will also see increases in compensation.

The program for pre-school age children is based upon the developmental needs and abilities which are designed to enhance the self-esteem and the physical, emotional, social, and intellectual development of the children entrusted in their care. The curriculum is to provide planned learning activities appropriate to children's age and development in emerging literacy, mathematics, science, social studies, the arts, technology, and processing skills.

These contracts are retroactive due to the timeline associated with identifying and processing the list of vendors' employees who qualified for the amendment. For non-unionized vendors or those with employees in Local 205, the retroactive amount goes back to October 1, 2019, the effective date of

the new salaries. For vendors with employees in Local 95, the updated collective bargaining agreement includes salary increases retroactive to February 1, 2019. Those amounts are included in these amendments.

The contract amendment for Fiscal Year 2020 will include an additional services provision, which requires the providers to, as of March 1, 2020: (1) comply with the 3-K for All and Pre-K for All Policy Handbook for New York City Early Education Centers (“Policy Handbook”), which may be updated, amended, or supplemented from time to time at the discretion of the Board; (2) train administrative and classroom-based staff on the Policy Handbook; and, (3) certify in writing to DOE that these trainings have been conducted no later than June 30, 2020.

Vendor Name	Union	Amendment Amount	Fringe	Total Amendment Amount
SHARON BAPTIST BOARD OF DIRECTORS, INC.	LOCAL 95	\$60,457.99	\$12,183.80	\$72,641.79

[Vendor Responsibility](#)

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

[Sharon Baptist Board of Directors, Inc.](#)

A review of Sharon Baptist Board of Directors, Inc.’s (Sharon Baptist) PASSPort submission revealed the following information:

- In July 2014, a former principal of Sharon Baptist was convicted of petit larceny for unauthorized disbursement of checks drawn against the Board’s bank account. The former principal was ordered to pay Sharon Baptist back \$89,000.

The DOE is also aware of the following:

- A March 2015 news article discussed an audit report released by the federal Administration for Children and Families (ACF) which funds the city to pay community organizations that run Head Start programs. The report indicated that the New York City Administration for Children’s Services (ACS) did not properly follow up on reports of serious child mistreatment, with Sharon Baptist being one of the vendors mentioned. ACS advised that a Corrective Action Plan (CAP) was implemented, and after review by ACF, the CAP was closed on May 25, 2015.

In light of the resolution of the matters above, the DOE determines the vendor to be responsible.

Request for Authorization to Extend a Contract with Shazia Anjum D/B/A Webnest for Repair & Replacement of Ceramic Tile – RFB B2047

Procurement Method: Contract Extension per DOE Procurement Policy and Procedures, Section 4-07(b)

Estimated Highest Annual Amount: \$249,686

Estimated Total Amount: \$249,686

Funding Source: Tax Levy

Contract Retroactive? No

Contract Term: 1 Year

Options: None

Options Amount: None

Contract Type: Requirements

RA Number: 8618

Vendor Name: Shazia Anjum D/B/A Webnest

Vendor Address: 345 Litchfield Avenue Elmont, NY 11003

Contract Manager: Umran Malik, Deputy Director – Contracts & Technical Services, Division of School Facilities

Lead Contracting Officer: Stephen Valente, Director- Contracts & Technical Services Division of School Facilities

Division of Contracts and Purchasing Contact: Ivan Rawls, Procurement Analyst, Transportation, Food and Facilities

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Division of School Facilities (“DSF”) to extend its contract with Shazia Anjum d/b/a Webnest Construction Company (“Webnest”) for the repair and replacement of ceramic tiles in DOE schools and administrative buildings for one additional year. This contract extension will be funded by DSF.

Discussion

This contract extension includes any and all labor, materials, and supervisory services necessary for the repair and replacement of ceramic tiles. The DOE approved the current contract under a Request for Bids (“RFB”) – B2047 for these services on September 12, 2012. A subsequent one-year option to renew the contract was exercised by the DOE. Since the replacement procurement took more time than anticipated, and to avoid any lapse in services, two (2) consecutive extensions were approved on May 25, 2018 and July 3, 2019. The DOE’s Procurement Policy and Procedures (“PPP”) Section 4-07(a) and 4-07(b) allowed for each extension.

The first extension was required since replacement RFB B3031 was canceled due to the RFB being opened prior to receiving the requisite Corporate Counsel approval. The replacement, RFB B3405, required several modifications during the drafting process.

RFB B3405 yielded 16 responsive bids. The bid evaluation and awarding process is still ongoing, and as such, a second 4-07(b) extension is required to avoid a lapse in services.

DSF has determined that Webnest has performed satisfactorily to date. The estimated amount is based on the same unit prices as the base contract, adjusted according to its terms.

Aside from the term, there are no other changes to the contract. The previous contract prices were duly determined to be fair and reasonable. Hence, the prices under this extension are determined to be fair and reasonable.

This extension was approved by the Committee on Contracts on May 27, 2020.

Vendor Responsibility

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

Request for Authorization to Extend a Contract with NCS Pearson, Inc. to Provide a Gifted and Talented Assessment Program-R0857

Procurement Method: Contract Extension per DOE Procurement Policy and Procedures, Section 4-07(b)

Estimated Highest Annual Amount: \$1,695,761.37

Estimated Total Amount: \$1,695,761.37

Funding Source: Tax Levy

Contract Retroactive? No

Contract Term: 7/1/20 – 6/30/21

Options: None **Options Amount:** None

Contract Type: Requirements

RA Number: 7484

Vendor Name: NCS Pearson, Inc.

Vendor Address: 5601 Green Valley Drive, Bloomington, MN 55437

Contract Manager: David Fields, Chief of Staff - Office of Assessment, Division of Teaching and Learning

Lead Contracting Officer: Feliciano Michael, Deputy Chief Operating Officer, Division of Teaching and Learning

Division of Contracts and Purchasing Contact: Hany Amin, Procurement Analyst, Central Office Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization to extend a contract with NCS Pearson Inc. (“NCS Pearson”) to provide a Gifted and Talented (“G&T”) Assessment program. NCS Pearson works in conjunction with the DOE’s Office of Assessment for the administration of the annual testing used to identify students for entry into the city’s G&T programs.

Discussion

The G&T Assessment program was established as a means for testing students who are likely to excel in one of the DOE’s approximately 100 G&T programs, which serve about 16,000 students in kindergarten to Grade 5.

Pursuant to a Request for Proposals (“RFP”) released in 2012, NCS Pearson was awarded a three-year contract to provide these services with two, one-year options to extend. The DOE has since exercised the contractual options and subsequently exercised three additional one-year extensions. A fourth non-contractual extension is required to provide for continuity of services. In 2019, the DOE closed an RFP solicitation (R1126) to determine the vendor who would create the exam for admission into Yew York City’s Gifted & Talented programs without an award. In the wake of recommendations from the School Diversity Panel, the DOE continues to discuss the future of the G&T program. This extension will ensure that a potential solution is in place for school year 2020-2021 as the DOE

continue to gather feedback from stakeholders to determine future the requirements and the appropriate way to meet them.

The extension will have the same terms, conditions, and unit prices as the original, competitively awarded contract. Therefore, the unchanged pricing for this extension remains fair and reasonable. The estimated extension amount is based on the pricing from the most recent administration of the exam as established under the current contract.

It is necessary to contract for these services because the DOE does not possess the expertise, personnel, and/or resources necessary to perform them.

The Committee on Contracts approved the request to extend the contract with NCS Pearson, Inc. on March 2, 2020.

Vendor Responsibility

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

[NCS Pearson, Inc.](#)

NCS Pearson, Inc. (NCS Pearson) self-reported the following caution in PASSPort:

- NCS Pearson has been involved in 34 investigations regarding racial, disability, gender, age, and national origin discrimination and retaliation against former and current employees, which occurred during the years 2013 to 2018, and were conducted by multiple agencies, including the Equal Employment Opportunity Commission (EEOC), Texas Workforce Commission, Pennsylvania Human Relations Commission, Iowa Civil Rights Commission, Ohio Civil Rights Commission, Iowa Civil Rights Commission, Illinois Department of Human Services, Virginia Division of Human Rights, California Department of Fair Employment and Housing and the New York State Division of Human Rights. The vendor advises that of the 34 investigations, 29 have been dismissed without the imposition of any penalties, fines or damages, or any further action. The remaining five investigations are still pending with the EEOC (age, retaliation, sex, disability, and race), the Iowa Civil Rights Commission (sex, age, disability) and with the Illinois Department of Human Rights (age and race).

The DOE discovered the following regarding NCS Pearson:

- Several Federal agencies investigated claims that NCS Pearson overcharged the Transportation Security Administration (TSA) for recruitment and hiring services. The matter was settled in 2008 with no finding of wrongdoing when NCS Pearson agreed to pay \$5.6 million. In 2010, the TSA sought and received an additional \$232,328 to resolve unallowable cost provisions in the settlement agreement.
- In May 2017, the Mississippi Department of Education (MDE) was informed by NCS Pearson that there was an error with the score reporting for students who took the U.S History assessment test. While the graduation status of students was not affected, students did receive incorrect scores due to NCS Pearson's error. NCS Pearson created a "hybrid" score table, which used the score most favorable to the student for each raw score to minimize harmful consequence. MDE subsequently decided to exercise their right to terminate for convenience.

- In July 2014, a complaint was filed against the Graduate Management Admission Council, NCS Pearson, and Pearson Educational Measurement Canada, Inc. for allegedly denying an individual the opportunity to write the Graduate Management Admission Test (GMAT) due to alleged discrimination. The case was dismissed and the matter is closed.
- On March 15, 2012, the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) announced that Pearson had settled a hiring discrimination lawsuit. During a scheduled compliance review, OFCCP determined that, in 2009, NCS Pearson violated an Executive Order that prohibits federal contractors from practicing job discrimination based on race, color, religion, sex, or national origin, and provides for affirmative action to ensure equal employment opportunity. NCS Pearson entered a conciliation agreement with OFCCP to pay \$100,000 in back wages and interest to the sixty-seven (67) affected job seekers and offer associate software developer positions and retroactive seniority to at least four class members as positions became available. Additionally, the company would revise its selection policies and procedures to ensure equal employment opportunities for future applicants.
- From June 2010 through October 2010, the Florida Department of Education (FL DOE) experienced difficulties with NCS Pearson concerning Florida Comprehensive Assessment Tests (FCATs) including delays in delivering results, failure to deliver testing materials to some schools, problems in writing and grading the tests, technology issues, and problems with the trial runs of the state's new computerized end-of-course exams as several students were kicked off the electronic system or could not log in. NCS Pearson paid the state \$14.7 million in damages, added staff and revamped its testing systems. NCS Pearson continues to provide support to the FL DOE on the Florida Comprehensive Assessment Tests (FCAT) program and the FL DOE extended the FCAT contract with NCS Pearson at that time, through November 30, 2016.
- In 2010, the Wyoming Department of Education (WY DOE) was pursuing damages against NCS Pearson in relation to an \$8 million per year contract to develop testing software. Students across Wyoming were having trouble with the online portion of the Proficiency Assessments for Wyoming Students (PAWS) as it was kicking them off or causing very long delays between questions. Later that year, the state decided to return to a paper and pencil format as the online version was eliminated due to numerous problems plaguing the software. On May 9, 2011, the WY DOE and NCS Pearson entered into a settlement agreement concerning the spring 2010 online testing issues. NCS Pearson continued to provide services to the WY DOE until the planned expiration of the contract on December 2, 2012.
- In 2007, a plaintiff brought an action against National Evaluation Systems (now part of NCS Pearson) claiming a violation of the Americans with Disabilities Act and the Michigan Persons with Disabilities Civil Rights Act as a result of denial of requested testing accommodations for the Michigan test for Teacher Certification. While the plaintiff was granted a number of testing accommodations prior to testing including additional testing time, a separate quiet room, and frequent breaks during testing, the complaint alleged a denial of additional accommodations such as the use of a calculator, the ability to bring notes into the testing room, a reader, and a recorder/scribe. The parties settled the case in November 2007.
- In 2007, a server outage and NCS Pearson software problem caused students in more than two dozen Minnesota school districts to be kicked off a computer system and frozen out of tests. NCS Pearson did not pay a fine or admit wrongdoing and reported that the State of Minnesota continues to contract with them.

- In 2000, NCS Pearson, formerly known as National Computer Systems, Inc., settled with the Minnesota Department of Education (MN DOE) in a class action lawsuit involving an error, after 8,000 Minnesota students were told they had failed the test when they had actually passed. As part of the settlement, NCS Pearson agreed to pay a confidential sum to the students without an admission of wrongdoing. The MN DOE continues to contract with NCS Pearson.

NCS Pearson had approximately \$1.4 billion in 2018 revenues with approximately 10,348 employees. In light of its size, as well as the satisfactory resolution of matters described above, the ongoing efforts to address those that remain open and its satisfactory performance on prior DOE contracts, the vendor is determined to be responsible.

Request for Authorization to Extend Contracts with Vendors to Provide Learning to Work Programs for Young Adult Borough Centers and Transfer Schools - R0990

Procurement Method: Contract Extension per DOE Procurement Policy and Procedures, Section 4-07(b)

Estimated Highest Annual Amount: \$7,833,530.84

Estimated Total Amount: \$7,833,530.84

Funding Source: Tax Levy

Contract Retroactive? No

Contract Term: 7/1/20 - 6/30/21

Options: None

Options Amount: None

Contract Type: Requirements

RA Number: 8677

Vendor Name: See Table Below

Contract Manager: Tom Pendleton, Executive Director, Strategy & Operations, Office of Post-Secondary Readiness, Division of Teaching & Learning

Lead Contracting Officer: Michael Feliciano, Deputy Senior Executive Director, Finance and Procurement, Division of Teaching & Learning

Division of Contracts and Purchasing Contact: Lisvett J. Jaen, Director, Central Office Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of Post-Secondary Readiness (“OPSR”) to extend the contracts with the vendors listed below to provide academic, youth development and vocational support to over-age and under-credited students as part of the Learning-To-Work (“LTW”) program.

Discussion

Nine contracts with eight vendors are being extended to provide services under the LTW program. The primary goal of the LTW program is to provide a range of academic and youth development support services to over-age, under-credited students that enhance academic performance and outcomes, while assisting in the development of work-readiness skills and planning for post-secondary careers and college. Students also learn how to use their educational, internship, and/or employment activities as building blocks for achieving long-term goals.

These contracts were originally awarded through a competitive Request for Proposals (“RFP”) – R0990 process for a term of five years with no option to extend. Subsequently, the DOE executed two 1-year non-contractual extensions per its Procurement Policies and Procedures (“PPP”) Section 4-07(a) and 4-07(b), respectively. A third non-contractual extension is required to provide for continuity of services pending new competitively awarded contracts pursuant to RFP – R1231, which is currently under development and anticipated for release later this year. Of the nine contracts, eight

are being extended through this Request for Authorization (“RA”); one contract will be extended through a separate RA approval.

These extensions will have the same terms, conditions, and unit pricing as the original, competitively awarded contracts. The estimated extension amounts are based on one year of services using the original unit prices plus Cost of Living Adjustments pursuant to an amendment in 2016. As the base contracts’ pricing, which was determined to be fair and reasonable, remains unchanged, pricing for these extensions has therefore, been determined to be fair and reasonable.

The table below details the vendor names, addresses, and estimated extension amounts (full value, requirements, and total extension amount).

Vendor Names & Addresses	Contract No.	Estimated Full Value Amount	Estimated Requirements Amount	Estimated Total Extension Amount
CAMBA, Inc. 1720 Church Ave., 2nd Floor Brooklyn, NY 11226	9452481	\$630,475.82	\$634,100.00	\$1,264,575.82
The Child Center of NY, Inc. 118-35 Queens Blvd., 6th Floor Forest Hills, NY 11375	9452616	\$618,744.88	\$199,000.00	\$817,744.88
East Side House, Inc. 337 Alexander Ave. Bronx, NY 10454	9452721	\$629,027.42	\$20,404.00	\$649,431.42
Good Shepherd Services 305 Seventh Ave., 9th Floor New York, NY 10001	9452722	\$1,257,828.83	\$471,722.00	\$1,729,550.83
Good Shepherd Services 305 Seventh Ave., 9th Floor New York, NY 10001	9652542	\$629,294.65	\$0.00	\$629,294.65
New York Center for Interpersonal Development, Inc. 130 Stuyvesant Place, 5th Floor Staten Island, NY 10301	9452631	\$647,631.86	\$0.00	\$647,631.86
New York City Mission Society 646 Malcolm X Blvd. New York, NY 10037	9452691	\$619,613.60	\$0.00	\$619,613.60
Queens Community House, Inc. 108-25 62nd Drive Queens, NY 11375	9452676	\$1,255,685.78	\$220,002.00	\$1,475,687.78

Estimated Total Full Value Amount	Estimated Total Requirements Amount	Estimated Total Extension Amount
\$6,288,302.84	\$1,545,228.00	\$7,833,530.84

It is necessary to contract for these services because the DOE does not possess the expertise, personnel, and/or resources necessary to meet the program objectives.

The Committee on Contracts approved the request to extend the contract with the above vendors on June 1, 2020.

Vendor Responsibility

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

CAMBA, Inc.

A review of CAMBA, Inc.'s (CAMBA) PASSPort submission revealed two poor performance evaluations from the New York City Department of Youth and Community Development (DYCD) for the period ending June 2017:

- The first poor evaluation for the period ending June 2017 was due to failure to meet the required staff-to-participant ratio for its Comprehensive After School System of New York City (COMPASS) program. CAMBA was placed on a Work Improvement Plan (WIP) and DYCD has advised that vendor's performance improved and received an overall satisfactory rating on its FY18 performance evaluation.
- The second poor evaluation for the period ending June 2017 was due to failure to meet Rate of Participation (ROP) requirement for its NDA Adult Literacy program. CAMBA was placed on a Corrective Action Plan (CAP), but continued to struggle with meeting the requirements and subsequently, DYCD allowed the vendor to withdraw from the contract.

In the past three years PASSPort otherwise reports 39 excellent, 76 good and, 14 satisfactory performance evaluations for CAMBA.

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

- A November 2019 news report revealed an incident that occurred at a shelter managed by CAMBA which resulted in one resident suffering a fatal wound, while another resident was arrested and detained by the New York's Police Department.
- A February 2017 news report revealed that one resident in a shelter managed by CAMBA died of an apparent drug overdose.
- A February 2016 news report revealed security issues regarding shelters managed by CAMBA. The vendor provided a memo stating it taken measurements to increase safety and security for staff and shelter residents.

Additionally the following information was revealed in DOHMH's prior RD:

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

PASSPort also revealed the following information from the Department of Social Services (DSS) responsibility determination (RD) for Affiliate CAMBA Legal Services, Inc.:

- A May 2019 new report revealed a strike imposed by employees during a failed contract negotiation. Subsequently, the staff has since returned to work with new agreements in place.

The DOE is also aware of the following information:

- A January 2020 news report revealed the death of twin infants that were found unresponsive in a shelter managed by CAMBA. The vendor advised that the New York City Medical Examiner is investigating the cause of death.
- In 2015, the Special Commissioner of Investigation for the New York City School District (SCI) found that an individual assigned to a DOE school through CAMBA contacted a 21-year-old female student through a social media website and wrote inappropriate comments to her. SCI made no recommendation regarding the vendor and CAMBA terminated the employment of the individual responsible for this conduct.

The matters reported above pertain to different services from those to be provided to the DOE and either have resolved or pending. Accordingly, and in light of the entirety of the vendor's performance history, which includes exceptional performance on prior DOE work, the DOE determines the vendor to be responsible.

Child Center of NY, Inc.

A review of The Child Center of NY, Inc.'s (TCCNY) PASSPort submission revealed the following information:

- TCCNY received an unsatisfactory evaluation from the New York City Department of Youth and Community Development (DYCD) for the period ending June 30, 2017, due to failure to meet enrollment goals and to update bi-weekly reports for its Supported Work Experience for At Risk Youth program. As a result, the vendor entered into a corrective action plan, and DYCD is in the process of scheduling on-site technical assistance to improve the vendor's performance. DYCD advised that they continue to contract with the vendor for other programs. Since the last unsatisfactory evaluation from DYCD, TCCNY has received 15 excellent, 27 good, and 5 satisfactory performance evaluations.

The DOE is also aware of the following information:

- On June 23, 2017, the Office of the New York City Comptroller (NYC Comptroller) released an audit report on TCCNY's Screening of Personnel through the Statewide Central Register (SCR) of Child Abuse and Maltreatment. The audit found that 22 out of 37 employees received required SCR clearance from five days to over eleven months late. As SCR clearances run for two years, the NYC Comptroller recommended TCCNY's personnel receive SCR renewal clearances within the two year period, that correct work address information be provided to the SCR for all its personnel, and that hiring letters be created and housed reflecting the start dates for all new employees. On March 1, 2018, the NYC Comptroller released its Annual Audit Report for Fiscal Year 2017 and reported that TCCNY implemented all of the audit recommendations.
- In 2016, the State of New York Office of the State Comptroller (NYS Comptroller) released an audit report on the examination of a cost of living adjustment (COLA) payment for fiscal year 2013- 2014 made by the New York State Department of Health (NYS DOH) to TCCNY under the contract with the AIDS Institute. The audit found that the NYS DOH overpaid TCCNY \$5,756 for COLA payments. In addition, it was found that \$1,970 in noncompliant payments

for expenses were incurred, however, not paid within the applicable budget year. The NYS Comptroller recommended that NYS DOH recover the \$5,756 from TCCNY and ensure any future expenses claimed for COLA payments comply with NYS DOH's COLA guidance for the applicable budget year, including that expenses claimed are incurred and paid within the correct budget year. TCCNY paid the \$5,756 in full to the NYS DOH.

- In 2012 news reports indicated that therapy provided by TCCNY to one of its patients was unsuccessful. The matter involved a 16 year old, who, subsequent to treatment, and along with five others in 2011 beat a young man to death while shouting anti-gay slurs. Previously, in 2010, the 16 year old was in court facing several charges and the court recommended he be placed in the Juvenile Justice Initiative, a program run by New York City Administration for Children's Services (ACS). TCCNY and ACS closed out this case in 2010, ending the youth's treatment in the program. In response to the news reports, TCCNY asserted that the reports were incorrect, and that it has a strong history successfully assisting at risk children and youth. Specifically, the vendor indicated that this youth had been carefully supervised as required, but that the youth and his family had not made the necessary commitment to allow for a successful outcome. Moreover, TCCNY has assists more than 26,000 youth and adults each year, offers services in 22 languages, and its work has regularly been audited and reviewed.
- In 2010, the NYS Comptroller released an audit report of the Office of Alcoholism and Substance Abuse Services (OASAS) that entitled Chemical Dependency Program Payments to Selected Contractors in New York City. The audit found that two vendors including TCCNY (formerly known as the Queens Child Guidance Center), could not adequately support the program related expenses and it could not be verified that most of these expenditures were allocated for State contract-funded programs for the fiscal year ending June 30, 2006. It was recommended that OASAS recover all of the State funds paid to TCCNY and the other vendor unless it could be determined the expenditures were for State contract-funded programs. In 2013, the NYS Comptroller released a follow-up report of the 2010 audit findings, revealing that of \$788,950 to be recouped from both vendors, \$17,641 was attributed to TCCNY. That amount has been paid by TCCNY.
- In 2010, TCCNY previously disclosed an investigation by the Special Commissioner of Investigation for the New York City School District (SCI) in their prior VENDEX that substantiated allegations that an employee of TCCNY behaved in an inappropriate manner towards a student, and that a Director failed to report the allegations against the employee and handled the matter on her own. Both employees were terminated and the NYC Department of Education (DOE) reviewed the vendor's revised harassment plan created in response to this matter and found it acceptable.

As the above matters have been resolved, the DOE determines the vendor to be responsible.

East Side House, Inc.

East Side House, Inc.'s (East Side House) PASSPort filing reveals the following information:

- PASSPort reports one poor evaluation from the New York City Department of Youth and Community Development (DYCD) for the evaluation period ending June 30, 2016 due to low outcome planning and poor case management for East Side House's Support Services for Seniors. DYCD advised that subsequently, the vendor was placed on a Work Improvement Plan (WIP), which has since been closed due to the vendor's improvement. DYCD further indicated that the vendor continues to perform well on other contracts. In the past three years, PASSPort otherwise reports 22 performance evaluations for East Side House of which 4 were excellent, 9 were good, 9 were satisfactory, and 2 were exempt.

The following information was revealed in DYCD's responsibility determination (RD):

- East Side House's fiscal year (FY) 2017 audit report indicated that management failed to submit the Organization's Uniform Guidance to the Federal Audit Clearinghouse (FAC) within the nine months of the end of FY 2016. East Side House submitted a Corrective Action Plan (CAP) to ensure a timely completion for its final reports and submission of the Uniform Guidance to the FAC.

The DOE is also aware of the following information:

- On December 8, 2017, an East Side House after-school worker was arrested for having a sexual relationship with a 13-year-old student participating in an after-school program known as the NYC Out-of-School Time Middle School Expansion operated under a contract with DYCD. East Side House advised that on December 7, 2017, the employee was terminated with no option for rehire at East Side House in any capacity. No corrective action plan was established as DYCD terminated the contract on December 19, 2017. However, East Side House continues to have other contracts with the agency, and DYCD indicated that it has reviewed East Side House's policies on hiring and training of staff and found them to be adequate.

As the matters above have been satisfactorily addressed, and in light of the entirety of the vendor's performance history, which includes exceptional performance on prior DOE work, East Side House is determined to be responsible.

Good Shepherd Services

A review of Good Shepherd Services' (GSS) PASSPort submission revealed the following self-reported cautions:

- A Summer Youth Employment Program (SYEP) employee working for GSS had an inappropriate relationship with a thirteen-year-old student. GSS immediately reported the incident to the New York City Department of Health and Mental Hygiene (DOHMH), the New York State Office of Children and Family Services (OCFS) and the New York City Department of Youth and Community Development (DYCD). An investigation was conducted by DOHMH and on August 10, 2017, GSS received written notification indicating that its School Age Children Care (SACC) license was suspended. In addition to the above incident, GSS received fire code violations from the New York City Fire Department (FDNY). GSS was offered a stipulation of settlement from OCFS, which required the vendor to acknowledge regulatory violations, pay a fine of \$10,000, develop and implement a training plan approved by OCFS, and reduce the number of SYEPs employed at each program site while increasing their supervision. On September 29, 2017, GSS received a Letter of Approval from FDNY, entered a stipulation of settlement and received a letter from OCFS lifting the suspension of their SACC license. GSS resumed full operation in October 2017 and advised that it continues to use the training plan approved by OCFS and has had four consecutive OCFS inspections with no violations.
- While transporting a group of children from their school to GSS in 2015, a child was inadvertently left behind. GSS staff located the child unharmed and submitted corrective action plans to DYCD, DOHMH, and OCFS. OCFS fined GSS \$15,000 and suspended its SACC license for two weeks. The staff involved in this incident no longer work for GSS.

- The Special Commissioner of Investigation for the New York City School District (SCI) reported in 2014 that an employee working for GSS at an after-school-program admitted to sexually abusing three Bronx students under the auspices of a contract with DYCD. While GSS terminated the individual, DYCD did not terminate the contract and has since awarded other like contracts to GSS. Moreover, the DOE has been advised by GSS that all employees must undergo a background check in compliance with DOE, DOHMH and SACC policies and further, in response to this matter, it increased the frequency of unannounced classroom visits, tightened procedures regarding incident reporting and held a workshop regarding improving the safety of students in their care for all after school program managers in September 2014.

PASSPort further revealed the following information:

- GSS received a poor performance evaluation from DYCD for the period ending June 30, 2017 due to failure to provide services and implement an academic enrichment activity for its neighborhood development group program. DYCD advised that GSS was placed on a corrective action plan (CAP), and on February 5, 2018, after GSS improvements, DYCD closed the CAP. DYCD continues to monitor the vendor to ensure that the contract standards are met. Since the last poor performance evaluation, GSS has received 27 excellent, 19 good, and 6 satisfactory performance evaluations.

GSS' most recent responsibility determination (RD) from the New York City Department of Probation's (DOP) revealed the following information:

- On January 9, 2020, GSS had nine substantiated cases of Client Abuse or Neglect, two of which involved employees of GSS and seven which involved foster parents. DOP reviewed the information disclosed and determined that the vendor took appropriate action and preventative measures to ensure these incidents do not reoccur.

The DOE also is aware of the following:

- In June 2017, the New York City Comptroller (Comptroller) released an audit of GSS regarding its Close to Home Non Secure Placement Program (NSP) with the New York City Administration for Children's Services (ACS). The audit determined that GSS did not comply with some of the key terms of the NSP contract with ACS and specifically found the following: limited evidence that GSS performed the required assessments; failure to provide certain services to children, as well as not providing services in a timely manner; deficiencies in GSS' reporting and recording of incidents; evidence that GSS incorrectly billed ACS (both over and under the proper amounts); and the inspections on some GSS vehicles used to transport children were not up to date. In November 2017, GSS submitted a status report to the Comptroller indicating that it implemented all audit recommendations.
- In June 2017, the Chancellor's Office of Special Investigations (OSI) investigated and substantiated an allegation that three GSS employees failed to supervise students in the school gymnasium resulting in the students behaving inappropriately. Two of the employees were terminated and the other resigned.
- In 2014, an SCI investigation found that a former intern and aide employed by GSS had engaged in sexual misconduct with a family member in Mexico in 2008. GSS had no ability to know of the incident until revealed, but the student's internship was terminated following the report of the allegation.

In light of the resolution of the matters reported above and the size of GSS, which includes approximately 1,250 employees that serve nearly 30,000 youth and family members throughout New York City, and given the vendor's exceptional performance under prior DOE contracts, the DOE determines that the vendor is responsible.

[New York Center for Interpersonal Development, Inc.](#)

A review of the New York City Department of Probation (DPO) Responsibility Determination (RD) revealed the following information regarding the New York Center for Interpersonal Development, Inc. (NYCID):

- A July 2018 news report revealed a lawsuit regarding a former employee of NYCID who slapped a student. NYCID advised that they terminated the employee in August 2017 and the suit is against the former employee, not NYCID. Additionally, there was an investigation by the Office of Special Investigations (OSI) regarding this incident and OSI deemed the allegations unsubstantiated.

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

[New York City Mission Society](#)

New York City Mission Society's (NYC Mission Society) PASSPort submission revealed one poor evaluation from the New York City Department of Youth and Community Development (DYCD) for the evaluation period ending June 30, 2017. DYCD advised that the vendor did not fulfill the scope of services by failing to operate activities according to the proposed work scope and activity schedule in DYCD Connect, although they had an adequate record and reporting system. Additionally, the program did not meet the COMPASS goals for quality after school activities or the required Rate of Participation (ROP). As a result, a Corrective Action Plan (CAP) was implemented and as the vendor did not improve, DYCD and NYC Mission Society jointly agreed to end the contract. DYCD advised that they continue to contract with NYC Mission Society and since the poor evaluation, the vendor has received 3 excellent, 4 good, and 2 satisfactory evaluations from DYCD on other contracts within the past three years.

NYC Mission Society's PASSPort submission revealed the following information from the New York City Department of Youth and Community Development's (DYCD) responsibility determination (RD):

- A news article from 2015 revealed that NYC Mission Society's three anti-violence program contracts from the NYC Health and Hospital Corporation (NYCHHC) were terminated for convenience due to the vendor employing active gang members for their anti-violence program and the arrest of a program supervisor for making threats with a weapon. NYCHHC advised that it would be open to future contracts with the vendor. Additionally, while the story indicated the Bronx and Manhattan District Attorneys (DA) launched an investigation regarding these matters, however, the vendor advised that they were not aware of any investigations by the DA's office.

As NYC Mission continues to contract with DYCD, the matter above did not result in further action, and in light of the vendor's overall exceptional performance on prior DOE contracts, the DOE determines the vendor to be responsible.

Request for Authorization to Extend Contracts with Camba, Inc. to Provide Learning to Work Programs for Young Adult Borough Centers and Transfer Schools

Procurement Method: Contract Extension per DOE Procurement Policy and Procedures, Section 4-07(b)

Estimated Highest Annual Amount: \$747,079.91

Estimated Total Amount: \$747,079.91

Funding Source: Tax Levy

Contract Retroactive? No

Contract Term: 7/1/20 - 6/30/21

Options: None

Options Amount: None

Contract Type: Full Value

RA Number: 8680

Vendor Name: CAMBA, Inc.

Vendor Address: 1720 Church Avenue, 2nd Floor, Brooklyn, NY 11226

Contract Manager: Tom Pendleton, Executive Director, Strategy & Operations, Office of Post-Secondary Readiness, Division of Teaching & Learning

Lead Contracting Officer: Michael Feliciano, Deputy Senior Executive Director, Finance and Procurement, Division of Teaching & Learning

Division of Contracts and Purchasing Contact: Lisvett J. Jaen, Director, Central Office Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of Post-Secondary Readiness (“OPSR”) to extend a contract with CAMBA, Inc. (“CAMBA”) to provide academic, youth development, and vocational support services as part of the Learning To Work (“LTW”) program at Brooklyn Academy High School (“Brooklyn Academy”) serving over-age and under-credited students.

Discussion

This contract is intended to continue the LTW programs that began as part of a Mayoral Initiative announced in 2005. The primary goal of the LTW program is to provide a range of academic and youth development support services to over-age, under-credited students that enhance academic performance and outcomes, while assisting in the development of work-readiness skills and planning for post-secondary careers and college. Students also learn how to use their educational, internship, and/or employment activities as building blocks for achieving long-term goals.

CAMBA has been providing LTW services at Brooklyn Academy since 2005 under a competitively procured contract through a Request for Proposals (“RFP”) – R0022 and eventually through a Negotiated Service (“NS”) contract. RFP – R1148 intended to continue services at Bedford Stuyvesant Preparatory High School (“Bed-Sty Prep”) and Brooklyn Academy, both housed on the same campus. However, during the April 25, 2018 Panel for Educational Policy meeting, it was voted to close Bed-Sty Prep as of June 30, 2018 and subsequently transition its students to Brooklyn

Academy. This decision made after RFP – R1148 was released and proposals submitted, resulted in a significantly different set of circumstances at this campus than had initially been indicated in the RFP. Consequently, it was decided not to make an award for this site under RFP – R1148 and instead to maintain the current vendor, CAMBA, as the LTW provider for the 2018-2019 school year through an NS contract.

CAMBA's NS contract was for a one-year term with no option to extend. Subsequently, the DOE exercised a one-year non-contractual extension per its Procurement Policy & Procedures ("PPP") Section 4-07(a). A second non-contractual extension pursuant PPP Section 4-07(b) is required to provide for continuity of services pending new competitively awarded contracts pursuant to RFP – R1231, which is currently under development and anticipated for release later this year. CAMBA's continued participation as the LTW partner during the upcoming year is necessary to ensure stability of the program and continuity of its benefits to students and families pending the release of the new LTW.

This extension will have the same terms, conditions, and unit pricing as the original contract. The estimated extension amount is based on the costs established under the original contract. As the original contract pricing, which was determined to be fair and reasonable, remains unchanged, pricing for this extension has, therefore, also been determined to be fair and reasonable.

It is necessary to contract for these services because the DOE does not possess the expertise, personnel, and/or resources necessary to meet the program objectives.

The Committee on Contracts approved the request to extend the contract with CAMBA, Inc. on June 1, 2020.

Vendor Responsibility

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

CAMBA, Inc.

A review of CAMBA, Inc.'s (CAMBA) PASSPort submission revealed two poor performance evaluations from the New York City Department of Youth and Community Development (DYCD) for the period ending June 2017:

- The first poor evaluation for the period ending June 2017 was due to failure to meet the required staff-to-participant ratio for its Comprehensive After School System of New York City (COMPASS) program. CAMBA was placed on a Work Improvement Plan (WIP) and DYCD has advised that vendor's performance improved and received an overall satisfactory rating on its FY18 performance evaluation.
- The second poor evaluation for the period ending June 2017 was due to failure to meet Rate of Participation (ROP) requirement for its NDA Adult Literacy program. CAMBA was placed on a Corrective Action Plan (CAP), but continued to struggle with meeting the requirements and subsequently, DYCD allowed the vendor to withdraw from the contract.

In the past three years PASSPort otherwise reports 39 excellent, 76 good and, 14 satisfactory performance evaluations for CAMBA.

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

- A November 2019 news report revealed an incident that occurred at a shelter managed by CAMBA which resulted in one resident suffering a fatal wound, while another resident was arrested and detained by the New York's Police Department.
- A February 2017 news report revealed that one resident in a shelter managed by CAMBA died of an apparent drug overdose.
- A February 2016 news report revealed security issues regarding shelters managed by CAMBA. The vendor provided a memo stating it taken measurements to increase safety and security for staff and shelter residents.

Additionally the following information was revealed in DOHMH's prior RD:

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

PASSPort also revealed the following information from the Department of Social Services (DSS) responsibility determination (RD) for Affiliate CAMBA Legal Services, Inc.:

- A May 2019 new report revealed a strike imposed by employees during a failed contract negotiation. Subsequently, the staff has since returned to work with new agreements in place.

The DOE is also aware of the following information:

- A January 2020 news report revealed the death of twin infants that were found unresponsive in a shelter managed by CAMBA. The vendor advised that the New York City Medical Examiner is investigating the cause of death.
- In 2015, the Special Commissioner of Investigation for the New York City School District (SCI) found that an individual assigned to a DOE school through CAMBA contacted a 21-year-old female student through a social media website and wrote inappropriate comments to her. SCI made no recommendation regarding the vendor and CAMBA terminated the employment of the individual responsible for this conduct.

The matters reported above pertain to different services from those to be provided to the DOE and either have resolved or pending. Accordingly, and in light of the entirety of the vendor's performance history, which includes exceptional performance on prior DOE work, the DOE determines the vendor to be responsible.

Request For authorization to extend a contract with St. John’s University for Master’s Degree and Certification Services for Alternate Route Teachers

Procurement Method: Contract Extension and Amendment per DOE Procurement Policy & Procedures, Section 4-07(b) and 4-08

Estimated Highest Annual Amount: \$2,598,336

Estimated Total Amount: \$ \$2,598,336

Funding Source: Tax Levy

Contract Retroactive? Yes

Contract Term: 6/1/19 to 5/31/21

Options: None **Options Amount:** None

Contract Type: Requirements

RA Number: 7005

Vendor Name: St. John’s University

Vendor Address: 8000 Utopia Parkway Queens, NY 11439

Contract Manager: Erika Abelon, Director - Teacher Preparation, Division of Human Capital

Lead Contracting Officer: Stacey A. Frazier, Deputy Director - Operations, Division of Human Capital

Division of Contracts and Purchasing Contact: Hany Amin, Procurement Analyst, Central Office Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests on behalf of the Division of Human Capital authorization to extend a contract with St. John’s University (“SJU”) to provide master’s degree and certification services for alternate route teachers to staff the City’s most challenging public schools.

Discussion

Since 2000, the DOE has collaborated with universities to provide, prepare, and certify alternate route candidates to serve the City’s schools. To satisfy New York State regulations, alternate route candidates must obtain Transitional B certificates, which requires candidates to earn a master’s degree in Education from an accredited university and complete the related field consultation section built into the program.

Under its original contract, SJU provided about 2,000 alternate route teacher-candidates with the master’s degree required to teach in the City’s schools in the high-needs areas of Manhattan, the Bronx, Brooklyn, and Queens. This program consists of a master’s in Coursework and Field Consultation Services. The DOE subsidizes the program to attract high-quality recent college graduates and new career changers.

The awarded contract was for a term of five years with no options to extend or renew. The DOE also extended the contract as per Section 4-07(a) of the DOE Procurement Policy and Procedures (PPP) for one year from 6/1/18 to 5/31/19. The DOE is further extending this contract as per Section 4-07(b)

of the PPP to provide continuity of services pending the approval of the award recommendations for the new contracts under RFP R1188. The requested extensions will be for a two-year term to allow candidates enrolled in coursework as of January 2020 to complete their master's degree and certification program pending registration of the new contracts.

It is anticipated that the approval process of the vendors recommended for award under RFP R1188 will not be completed prior to the expiration of the requested extension. Therefore, a second two-year non-contractual extension will be required to provide for continuity of services pending the new awards, which are currently in progress.

These extensions will have the same terms and conditions as the original contracts. However, the vendor requested a price increase during the contract term in order to continue providing the service. The following table details the estimated number of students that will be served during the extension term and the current cost:

Vendor	Estimated Number of Candidates	Total Cohort Program Credits Remaining	Original price Per Credit	Amended Cost per Credit	Estimated Contract Extension Amount
St. John's University	273	6246	\$333.34	\$416.00	\$2,598,336

Tuition pricing is set at a fixed rate of \$416 per credit, with St. John's providing the DOE a 67.1% discount off its School of Education's standard per credit graduate tuition rate of \$1,265. This discounted per credit tuition rate is within the range of graduate tuition rates in the competitively procured RFP R1188 for Degree and Certification Services for Teachers and Teacher Candidates

Accordingly, pricing is determined to be fair and reasonable.

These services were not procured competitively because SJU's unique program is tailored to meet the special needs of teacher-candidates. Courses are offered after teaching hours and specialized courses are offered on Fridays during the residency year to accommodate the teaching schedule. Additionally, SJU is the only vendor that serves all the City's high need boroughs by offering instruction to teacher candidates in Manhattan, the Bronx, Brooklyn, and Queens.

It is necessary to contract for these services because the DOE does not possess the expertise, personnel, and/or resources necessary to meet the service requirements.

This request is retroactive due to administrative delays in the approval process.

The Chancellor's Committee on Contracts approved this extension on May 27, 2020.

Vendor Responsibility

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

[St. John's University](#)

A March 2018 news report revealed that a lawsuit was filed by a student against St. John's University (SJU) for discrimination. SJU has advised that this matter was dismissed in January 2019.

News reports reveal that in 2010, SJU contacted the Queens County District Attorney's Office (DA) after an internal audit found indications of possible fraudulent activity by a university employee. The DA ultimately indicted the former employee on allegations of embezzlement and the president of SJU resigned after the charges were filed. The US Attorney's Office, in collaboration with the FBI and the IRS, also initiated a criminal investigation that resulted in federal charges involving indentured servitude, attempted solicitation of bribes and tax fraud. The former employee committed suicide prior to the completion of the federal trial and the investigation was closed at that time. SJU undertook a comprehensive review of all policies and procedures in areas impacted by the loss to identify any weakness in internal controls and implemented enhancements designed to further mitigate the risk of future fraud.

As the matter above relates to the actions of a single employee, now deceased, was uncovered and reported to law enforcement by SJU, which implemented measures to prevent the likelihood of the circumstances from reoccurring, and in light of the vendor's satisfactory performance on prior contracts providing the services to be rendered under this contract, the DOE determines the vendor to be responsible.

Request for Authorization to Extend a Contract with Deluxe Delivery Systems, Inc.
to Provide System-Wide Courier Services – B1841

Procurement Method: Contract Extension per DOE Procurement Policy and Procedures, Section 4-07(b)

Estimated Highest Annual Amount: \$0

Estimated Total Amount: \$0

Funding Source: Tax Levy

Contract Retroactive? No

Contract Term: 07/01/20 – 06/30/21

Options: None **Options Amount:** None

Contract Type: Requirements

RA Number: 8607

Vendor Name: Deluxe Delivery Systems, Inc.

Vendor Address: 64 West 48th Street, 4th Floor New York, NY 10036

Contract Manager: Alex Santiago, Deputy Director of Administrative Services, Division of Contracts and Purchasing

Lead Contracting Officer: Chris Laraja, Chief Administrator, Administration, Technology and Data, Division of Contracts and Purchasing

Division of Contracts and Purchasing Contact: Lisvett J. Jaen, Director, Central Office Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization to extend a contract with Deluxe Delivery Systems, Inc. (“DDS”) to provide courier services for all DOE schools and central offices.

Discussion

The DOE requires the pick-up and delivery of critical documents, packages, and payroll envelopes at its central offices and more than 1,700 school locations. DDS is the single contracted provider for DOE interoffice mail, payroll, Committee on Special Education, and on-demand deliveries system-wide.

DDS was awarded a three-year contract with two, one-year options to extend, plus an additional contractual 180-day option to extend pursuant to a Request for Bids (“RFB”) – B1841. The DOE exercised each of these contractual options and subsequently executed three, one-year non-contractual extensions. A fourth non-contractual extension is required to provide for continuity of services, as they also support the DOE’s operations during COVID-19. The current scope of services is being reviewed for changes to its structure to meet the DOE’s evolving needs; the new RFB services will expand to incorporate long-term storage and fulfillment services.

This extension will have the same terms and conditions, and unit pricing as the original, competitively awarded contract. As sufficient funds remain available in the contract, this extension is for time only.

Under this extension, unit prices are being adjusted as stipulated under the original contract; adjustments will be applicable to all four service categories. DDS proposed a price increase of 3.7%, significantly below the increase accorded by the CPI index in the price adjustment clause. Accordingly, pricing can be determined to be fair and reasonable.

It is necessary to contract for these services because the DOE does not possess the expertise, personnel and/or resources necessary to meet the required service requirements.

The Committee on Contracts approved the request to extend the contract with Deluxe Delivery Systems on May 27, 2020.

Vendor Responsibility

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

Deluxe Delivery Systems, Inc.

A review of Deluxe Delivery Systems, Inc. (Deluxe) PASSPort submission identified the following self-reported caution:

- In June 2017, the U.S. Department of Labor's Occupational Safety and Health Administration (OSHA) issued Deluxe a violation resulting in an informal settlement with a fine of \$5,800 due to unsanitary storage rooms and washing facilities and mislabeled exit signs. Deluxe fully paid the fine and the violation was closed on 07/24/2018.

In May 2016, a class action case was open against Deluxe and a principal officer for unpaid wages and overtime. A settlement agreement was reached that stipulated that Deluxe and the principal officer pay \$330,000, which was paid in full.

In the light of the resolution of the matters above and the vendor's satisfactory past performance of these services for the DOE, the vendor is determined to be responsible.

Request for Authorization to Extend a Contract with NCS Pearson, Inc. to Provide an Assessment Technology Platform for the Periodic Assessment Program-R0911

Procurement Method: Contract Extension per DOE Procurement Policy and Procedures, Section 4-07(b)

Estimated Highest Annual Amount: \$4,750,000

Estimated Total Amount: \$4,750,000

Funding Source: Tax Levy

Contract Retroactive? No

Contract Term: 8/1/20 – 7/31/21

Options: None

Options Amount: None

Contract Type: Requirements

RA Number: 7477

Vendor Name: NCS Pearson, Inc.

Vendor Address: 5601 Green Valley Drive Bloomington, MN 55437

Contract Manager: Lisa Karlich, Deputy Executive Director, Office of Curriculum, Instruction & Professional Learning; Division of Teaching & Learning

Lead Contracting Officer: Michael Feliciano, Deputy Senior Executive Director - Finance and Procurement, Division of Teaching & Learning

Division of Contracts and Purchasing Contact: Hany Amin, Procurement Analyst, Central Office Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Division of Teaching and Learning’s (“DTL”), Office of Curriculum, Instruction, and Professional Learning to extend its contract with NCS Pearson, Inc. (“NCS Pearson”) to provide a technology platform for assessment administration and test results reporting.

Discussion

Since 2007, the Periodic Assessment (“PA”) program has provided formative tests in literacy and mathematics for all schools and has reported student achievement levels to teachers who use them to inform instruction. These tests are administered at least once per year for all students in grades K-12 except for students in grades K-2, who are assessed in literacy only. The PA program provides a technology platform to facilitate assessment administration and reporting, including the selection, compilation, and dissemination of information which includes test items, test scoring, and results reporting. This platform also allows teachers to create and save their own custom assessments.

NCS Pearson was awarded a three-year contract with two, one-year options to extend pursuant to Request for Proposals (“RFP”) – R0911. The DOE exercised each of these contractual options and subsequently exercised two additional one-year non-contractual extensions. A third non-contractual extension is required to provide for continuity of services until a contract is in place pursuant to the new RFP – R1200.

In 2016, the DOE engaged with the New York City Technology Development Corporation (“NYCTDC”), a non-profit information technology consulting organization, to assess its internal ability to develop an assessment platform to meet the needs of its schools and central support teams for a formative assessment platform. NYCTDC’s review concluded with a recommendation that the best approach was to procure an external solution, as the DOE did not have the internal resources and/or expertise to develop, maintain, and continuously enhance an assessment platform to meet its needs, particularly given the number of external solutions readily available. NYCTDC then supported the DOE in the development of a detailed requirements analysis in the process of drafting the new RFP – R1200 for a formative assessment and reporting platform.

RFP R1200 was released in March 2018, which resulted in multiple proposal submissions. The new award recommendation will be presented at a future Panel for Education Policy meeting for approval. This extension will allow schools and central support teams to continue to use the existing formative assessment platform throughout the 2020-2021 school year and provide the necessary opportunity for system integration and training prior to the new system being introduced.

This extension will have the same terms, conditions, and unit pricing as the original, competitively awarded contract. Therefore, the unchanged pricing for this extension remains fair and reasonable. The estimated extension amount is based on the contract’s current 2019-2020 expenditures.

It is necessary to contract for these services because the DOE does not possess the expertise, personnel, and/or resources necessary to perform them.

The Committee on Contracts approved the request to extend the contract with NCS Pearson, Inc. on March 2, 2020.

Vendor Responsibility

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

NCS Pearson, Inc.

NCS Pearson, Inc. (NCS Pearson) self-reported the following caution in PASSPort:

- NCS Pearson has been involved in 34 investigations regarding racial, disability, gender, age, and national origin discrimination and retaliation against former and current employees, which occurred during the years 2013 to 2018, and were conducted by multiple agencies, including the Equal Employment Opportunity Commission (EEOC), Texas Workforce Commission, Pennsylvania Human Relations Commission, Iowa Civil Rights Commission, Ohio Civil Rights Commission, Iowa Civil Rights Commission, Illinois Department of Human Services, Virginia Division of Human Rights, California Department of Fair Employment and Housing and the New York State Division of Human Rights. The vendor advises that of the 34 investigations, 29 have been dismissed without the imposition of any penalties, fines or damages, or any further action. The remaining five investigations are still pending with the EEOC (age, retaliation, sex, disability, and race), the Iowa Civil Rights Commission (sex, age, disability) and with the Illinois Department of Human Rights (age and race).

The DOE discovered the following regarding NCS Pearson:

- Several Federal agencies investigated claims that NCS Pearson overcharged the Transportation Security Administration (TSA) for recruitment and hiring services. The matter was settled in 2008 with no finding of wrongdoing when NCS Pearson agreed to pay \$5.6 million. In 2010, the TSA sought and received an additional \$232,328 to resolve unallowable cost provisions in the settlement agreement.
- In May 2017, the Mississippi Department of Education (MDE) was informed by NCS Pearson that there was an error with the score reporting for students who took the U.S History assessment test. While the graduation status of students was not affected, students did receive incorrect scores due to NCS Pearson's error. NCS Pearson created a "hybrid" score table, which used the score most favorable to the student for each raw score to minimize harmful consequence. MDE subsequently decided to exercise their right to terminate for convenience.
- In July 2014, a complaint was filed against the Graduate Management Admission Council, NCS Pearson, and Pearson Educational Measurement Canada, Inc. for allegedly denying an individual the opportunity to write the Graduate Management Admission Test (GMAT) due to alleged discrimination. The case was dismissed and the matter is closed.
- On March 15, 2012, the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) announced that Pearson had settled a hiring discrimination lawsuit. During a scheduled compliance review, OFCCP determined that, in 2009, NCS Pearson violated an Executive Order that prohibits federal contractors from practicing job discrimination based on race, color, religion, sex, or national origin, and provides for affirmative action to ensure equal employment opportunity. NCS Pearson entered a conciliation agreement with OFCCP to pay \$100,000 in back wages and interest to the sixty-seven (67) affected job seekers and offer associate software developer positions and retroactive seniority to at least four class members as positions became available. Additionally, the company would revise its selection policies and procedures to ensure equal employment opportunities for future applicants.
- From June 2010 through October 2010, the Florida Department of Education (FL DOE) experienced difficulties with NCS Pearson concerning Florida Comprehensive Assessment Tests (FCATs) including delays in delivering results, failure to deliver testing materials to some schools, problems in writing and grading the tests, technology issues, and problems with the trial runs of the state's new computerized end-of-course exams as several students were kicked off the electronic system or could not log in. NCS Pearson paid the state \$14.7 million in damages, added staff and revamped its testing systems. NCS Pearson continues to provide support to the FL DOE on the Florida Comprehensive Assessment Tests (FCAT) program and the FL DOE extended the FCAT contract with NCS Pearson at that time, through November 30, 2016.
- In 2010, the Wyoming Department of Education (WY DOE) was pursuing damages against NCS Pearson in relation to an \$8 million per year contract to develop testing software. Students across Wyoming were having trouble with the online portion of the Proficiency Assessments for Wyoming Students (PAWS) as it was kicking them off or causing very long delays between questions. Later that year, the state decided to return to a paper and pencil format as the online version was eliminated due to numerous problems plaguing the software. On May 9, 2011, the WY DOE and NCS Pearson entered into a settlement agreement concerning the spring 2010 online testing issues. NCS Pearson continued to provide services to the WY DOE until the planned expiration of the contract on December 2, 2012.
- In 2007, a plaintiff brought an action against National Evaluation Systems (now part of NCS Pearson) claiming a violation of the Americans with Disabilities Act and the Michigan Persons with

Disabilities Civil Rights Act as a result of denial of requested testing accommodations for the Michigan test for Teacher Certification. While the plaintiff was granted a number of testing accommodations prior to testing including additional testing time, a separate quiet room, and frequent breaks during testing, the complaint alleged a denial of additional accommodations such as the use of a calculator, the ability to bring notes into the testing room, a reader, and a recorder/scribe. The parties settled the case in November 2007.

- In 2007, a server outage and NCS Pearson software problem caused students in more than two dozen Minnesota school districts to be kicked off a computer system and frozen out of tests. NCS Pearson did not pay a fine or admit wrongdoing and reported that the State of Minnesota continues to contract with them.
- In 2000, NCS Pearson, formerly known as National Computer Systems, Inc., settled with the Minnesota Department of Education (MN DOE) in a class action lawsuit involving an error, after 8,000 Minnesota students were told they had failed the test when they had actually passed. As part of the settlement, NCS Pearson agreed to pay a confidential sum to the students without an admission of wrongdoing. The MN DOE continues to contract with NCS Pearson.

NCS Pearson had approximately \$1.4 billion in 2018 revenues with approximately 10,348 employees. In light of its size, as well as the satisfactory resolution of matters described above, the ongoing efforts to address those that remain open and its satisfactory performance on prior DOE contracts, the vendor is determined to be responsible.

Request for Authorization to Extend Contracts with Early Childhood Providers of Prekindergarten Services

Procurement Method: Contract Extension per DOE Procurement Policy and Procedures, Section 4-07(b)

Estimated Highest Annual Amount: \$159,434,931.81

Estimated Total Amount: \$159,434,931.81

Funding Source: New York State Education Department (NYSED), Tax Levy

Contract Retroactive? No

Contract Term: 7/1/2020-6/30/2021

Options: None **Options Amount:** None

Contract Type: Requirements

RA Number: 7482

Vendor Name: See List Below

Contract Manager: Amar Rajwani, Deputy Executive Director - Finance/Operations, Division of Early Childhood Education

Lead Contracting Officer: Lucas Koehler, Senior Executive Director - Finance/Operations, Division of Early Childhood Education

Division of Contracts and Purchasing Contact: Breanne Sutherland, Director Early Childhood Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

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

Discussion

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

The vendors listed below were awarded contracts through various solicitations in order for these sites to provide Pre-K for All services. These contracts contained set terms and renewal options which were exhausted, then extended for school-year 2018-2019, then extended once more for school-year 2019-2020, and are due to reach the end of their current contract term in June 2020. In order to avoid service interruption within areas where there is demand for Pre-K and 3-K seats, these vendors were given the option to extend their contracts for school-year 2020-2021 as per section 4-07(b) of the

DOE Procurement Policy and Procedures. Providers will need to be awarded from one of the recently closed RFPs for Birth-to-Five services, to provide services beyond the 2020-2021 school year.

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

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

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

Site ID	Seat type	Vendor Name	District	No. of Awarded Seats	Cost per Child	Pay Parity Year 1 Amount	Annual Total Contract Amount
RAEW	3K	4 Angels Day Care Inc.	31	8	\$12,659.00	\$-	\$101,272.00
RAEW	PK	4 Angels Day Care Inc.	31	13	\$7,712.00	\$-	\$100,256.00
QAYL	PK	82nd Street Academics	30	120	\$8,995.00	\$3,943.00	\$1,083,343.00
KCJH	3K	A Castle for Classy Kids Learning Center, Inc.	19	60	\$12,769.00	\$4,118.00	\$770,258.00
KCJH	PK	A Castle for Classy Kids Learning Center, Inc.	19	46	\$10,766.00	\$-	\$495,236.00
QAAD	PK	A Child's Place Too, Inc.	24	75	\$9,558.00	\$-	\$716,850.00
QASR	PK	A Child's Place Too, Inc.	30	60	\$9,561.00	\$-	\$573,660.00
QANS	PK	A to Z Center Too, Inc.	29	130	\$9,227.00	\$12,319.00	\$1,211,829.00
KCJR	PK	A To Z Day Care Center After School Program	22	29	\$10,561.00	\$4,526.00	\$310,795.00
QAST	PK	ABC Preschool & Kindergarten Center Corp.	24	95	\$10,066.00	\$4,200.00	\$960,470.00
QBHX	PK	Adventure land Child Care Center, Inc.	30	18	\$9,440.00	\$13,522.00	\$183,442.00
QBHY	3K	Aim High Leadership Center, Inc.	27	12	\$12,500.00	\$3,943.00	\$153,943.00
QAYG	PK	All Children's Child Care Center of Queens, Inc.	30	36	\$9,845.00	\$-	\$354,420.00
QAYH	PK	All Children's Child Care Center of Queens, Inc.	30	60	\$9,755.00	\$12,201.00	\$597,501.00
XARQ	PK	AllCare Provider Services Inc	11	76	\$9,800.00	\$4,324.00	\$749,124.00
KBYJ	PK	Al-Madinah School Inc	15	50	\$7,723.00	\$-	\$386,150.00

Site ID	Seat type	Vendor Name	District	No. of Awarded Seats	Cost per Child	Pay Parity Year 1 Amount	Annual Total Contract Amount
KCIZ	PK	Al-Madinah School Inc	20	35	\$11,436.00	\$3,943.00	\$404,203.00
QBJO	PK	Al-Madinah School Inc	30	20	\$8,950.00	\$-	\$179,000.00
QBJN	PK	Al-Mamoor School	25	28	\$9,430.00	\$3,943.00	\$267,983.00
XAAH	PK	Amalgamated W C Nursery School	10	35	\$9,223.00	\$4,060.00	\$326,865.00
QBJP	PK	Amazing Child Care Inc. dba Magic Bean	30	17	\$10,716.00	\$3,943.00	\$186,115.00
KCJY	PK	Angel Early Childhood Development Center Inc.	20	33	\$10,335.00	\$-	\$341,055.00
QBEG	PK	AppleTree Day Care Center Inc.	26	38	\$9,090.00	\$2,481.00	\$347,901.00
QBGV	PK	AppleTree Day Care Center Inc.	26	12	\$10,078.00	\$4,068.00	\$125,004.00
KAAS	PK	Associated Beth Rivka School for Girls	17	80	\$3,902.00	\$-	\$312,160.00
MAWM	3K	Association to Benefit Children	5	15	\$12,767.00	\$-	\$191,505.00
MAWM	PK	Association to Benefit Children	5	40	\$5,534.00	\$-	\$221,360.00
KBOA	PK	Auxiliary Enterprise Board of NY City College of Technology, Inc.	13	25	\$8,620.55	\$-	\$215,513.75
KABF	PK	Bais Yaakov Academy	21	60	\$3,928.00	\$-	\$235,680.00
MATK	PK	Bank Street College of Education	1	40	\$10,000.00	\$-	\$400,000.00
KABN	PK	Barkai Foundation Inc	21	40	\$3,750.00	\$-	\$150,000.00
KABP	PK	Battalion Christian Academy	18	36	\$10,379.00	\$4,083.00	\$377,727.00
KCHT	PK	Baybee Lounge Daycare Corp	19	25	\$11,990.00	\$3,943.00	\$303,693.00
KBLK	PK	Bedford Stuyvesant Early Childhood Development Center Inc.	13	38	\$4,006.85	\$-	\$152,260.30
KBNL	3K	Bedford Stuyvesant Early Childhood Development Center Inc.	16	45	\$12,268.00	\$11,176.00	\$563,236.00
KBNL	PK	Bedford Stuyvesant Early Childhood Development Center Inc.	16	48	\$4,006.85	\$-	\$192,328.80
KBTA	3K	Bedford Stuyvesant Early Childhood Development Center Inc.	16	15	\$12,212.00	\$-	\$183,180.00
KBTA	PK	Bedford Stuyvesant Early Childhood Development Center Inc.	16	15	\$4,006.85	\$-	\$60,102.75
KBZU	3K	Bedford Stuyvesant Early Childhood Development Center Inc.	16	30	\$13,365.00	\$9,973.00	\$410,923.00
KBZU	PK	Bedford Stuyvesant Early Childhood Development Center Inc.	16	45	\$4,006.85	\$-	\$180,308.25

Site ID	Seat type	Vendor Name	District	No. of Awarded Seats	Cost per Child	Pay Parity Year 1 Amount	Annual Total Contract Amount
KBZU	PK	Bedford Stuyvesant Early Childhood Development Center Inc.	16	40	\$5,725.98	\$-	\$229,039.20
XAVS	PK	BedRock at Cobble Hill Inc.	10	58	\$9,000.00	\$10,791.00	\$532,791.00
QAOO	PK	Beth Jacob Jewish Educational Center, Inc.	28	143	\$9,963.00	\$11,939.00	\$1,436,648.00
KCDI	PK	Beth Jacob Of Boro Park	20	80	\$9,998.98	\$7,886.00	\$807,804.40
QAZI	PK	Bethel Emanuel Temple	27	36	\$9,490.00	\$3,943.00	\$345,583.00
QAOQ	PK	Bethel Emanuel Temple	27	18	\$9,490.00	\$4,545.00	\$175,365.00
QBJH	PK	Bethel Emanuel Temple	27	36	\$9,490.00	\$3,962.00	\$345,602.00
QAVB	PK	Bev's Kiddie Day Care, Inc.	27	12	\$10,968.00	\$3,978.00	\$135,594.00
RAFF	3K	Big Birds Playhouse Corp.	31	30	\$13,023.00	\$-	\$390,690.00
RAFF	PK	Big Birds Playhouse Corp.	31	58	\$9,207.00	\$8,050.00	\$542,056.00
KCJC	PK	BLUE STAR OF NEW YORK INC.	17	36	\$11,377.00	\$-	\$409,572.00
MAUL	PK	BMCC Early Childhood Center	2	20	\$3,115.35	\$-	\$62,307.00
XAON	PK	Brenda Caceres DBA Brenda's Playschool	10	12	\$9,320.00	\$3,943.00	\$115,783.00
QAWG	PK	Brite Adventure Center, Inc. dba Bright Beginnings	28	58	\$9,990.00	\$4,200.00	\$583,620.00
QAYJ	PK	Brite Adventure Center, Inc. dba Bright Beginnings	30	40	\$10,074.00	\$-	\$402,960.00
MBGU	PK	Broadway Housing Communities Inc	6	54	\$9,885.00	\$17,776.00	\$551,566.00
KBPO	PK	Brooklyn Child Care Inc	20	18	\$9,800.00	\$4,398.00	\$180,798.00
KCEB	PK	Brooklyn Chinese-American Association, Inc.	20	36	\$10,371.00	\$4,060.00	\$377,416.00
KCEB	PK	Brooklyn Chinese-American Association, Inc.	20	36	\$3,864.00	\$-	\$139,104.00
KCGR	PK	Brooklyn Chinese-American Association, Inc.	15	30	\$10,281.00	\$8,400.00	\$316,830.00
RADK	PK	Bumblebees-R-U's Inc.	31	18	\$9,807.89	\$15,569.00	\$192,111.02
KCDM	PK	Butterfly 1 Inc. dba Butterfly	21	20	\$10,627.00	\$3,943.00	\$216,483.00
QASV	PK	BWY Inc.	24	138	\$10,109.00	\$20,694.00	\$1,415,736.00
QBAC	PK	Cambria Academy Gifted, Ltd. Db a Cambria Center for the Gifted Child	29	54	\$9,356.00	\$22,833.00	\$528,057.00

Site ID	Seat type	Vendor Name	District	No. of Awarded Seats	Cost per Child	Pay Parity Year 1 Amount	Annual Total Contract Amount
MAEE	3K	Catholic School Region of Manhattan	6	30	\$12,822.00	\$4,538.00	\$389,198.00
MAEE	PK	Catholic School Region of Manhattan	6	108	\$10,255.00	\$17,871.00	\$1,125,411.00
MAGN	PK	Catholic School Region of Manhattan	4	36	\$8,918.00	\$9,414.00	\$330,462.00
MAGT	3K	Catholic School Region of Manhattan	5	45	\$12,717.00	\$9,489.00	\$581,754.00
MAGT	PK	Catholic School Region of Manhattan	5	54	\$8,795.00	\$14,655.00	\$489,585.00
MAHP	3K	Catholic School Region of Manhattan	4	30	\$12,663.00	\$4,298.00	\$384,188.00
MAHP	PK	Catholic School Region of Manhattan	4	36	\$10,119.00	\$16,632.00	\$380,916.00
XABM	PK	Catholic School Region of Northeast/East Bronx	11	120	\$8,911.00	\$4,416.00	\$1,073,736.00
XACE	PK	Catholic School Region of Northeast/East Bronx	11	58	\$10,353.00	\$-	\$600,474.00
XACK	PK	Catholic School Region of Northeast/East Bronx	11	126	\$8,815.00	\$26,670.00	\$1,137,360.00
XADJ	PK	Catholic School Region of Northeast/East Bronx	11	160	\$10,273.00	\$8,681.00	\$1,652,361.00
XADO	PK	Catholic School Region of Northeast/East Bronx	11	136	\$10,328.00	\$9,171.00	\$1,413,779.00
XADY	PK	Catholic School Region of Northeast/East Bronx	11	148	\$8,817.00	\$17,591.00	\$1,322,507.00
XARJ	PK	Catholic School Region of Northeast/East Bronx	11	207	\$8,909.00	\$36,039.00	\$1,880,202.00
RABC	PK	Catholic School Region of Staten Island	31	20	\$9,515.00	\$4,055.00	\$194,355.00
RABJ	3K	Catholic School Region of Staten Island	31	30	\$12,815.00	\$4,200.00	\$388,650.00
RABJ	PK	Catholic School Region of Staten Island	31	54	\$9,601.00	\$14,419.00	\$532,873.00
RABM	PK	Catholic School Region of Staten Island	31	60	\$9,693.00	\$8,580.00	\$590,160.00
RABN	3K	Catholic School Region of Staten Island	31	30	\$12,800.00	\$-	\$384,000.00
RABN	PK	Catholic School Region of Staten Island	31	40	\$9,543.00	\$8,482.00	\$390,202.00
RACC	3K	Catholic School Region of Staten Island	31	30	\$12,800.00	\$4,200.00	\$388,200.00
RACC	PK	Catholic School Region of Staten Island	31	40	\$9,475.00	\$8,050.00	\$387,050.00
RAEX	PK	Catholic School Region of Staten Island	31	90	\$9,547.00	\$4,340.00	\$863,570.00
QATE	PK	Center of Excellence Springfield Gardens, Inc.	28	74	\$9,400.00	\$11,288.00	\$706,888.00

Site ID	Seat type	Vendor Name	District	No. of Awarded Seats	Cost per Child	Pay Parity Year 1 Amount	Annual Total Contract Amount
QAUK	PK	Chabad of Northeastern Queens Inc	26	53	\$9,400.00	\$3,746.00	\$501,946.00
XAMQ	PK	Child Development Center of the Mosholu Montefiore Community Center, Inc.	10	36	\$10,943.00	\$8,582.00	\$402,530.00
XAMQ	PK	Child Development Center of the Mosholu Montefiore Community Center, Inc.	10	72	\$4,206.00	\$-	\$302,832.00
XAOW	PK	Child Development Center of the Mosholu Montefiore Community Center, Inc.	10	20	\$10,000.00	\$-	\$200,000.00
XAOW	PK	Child Development Center of the Mosholu Montefiore Community Center, Inc.	10	54	\$3,541.15	\$-	\$191,222.10
XAOX	PK	Child Development Center of the Mosholu Montefiore Community Center, Inc.	10	144	\$4,211.00	\$-	\$606,384.00
RACS	PK	Children's Aid Society	31	40	\$9,658.89	\$9,411.00	\$395,766.60
RAFK	PK	Children's Harbor Montessori School	31	27	\$4,252.00	\$-	\$114,804.00
MATL	PK	Chinatown Day Care Center, Inc.	2	60	\$9,200.00	\$30,618.00	\$582,618.00
QBIE	PK	Chinese American Planning Council Inc	25	26	\$9,290.00	\$8,376.00	\$249,916.00
MATM	PK	Chinese Community Concerns Corp.	2	36	\$3,500.00	\$-	\$126,000.00
XAAX	PK	CHURCH OF CHRIST THE KING BRONX NY	9	90	\$10,246.00	\$27,927.00	\$950,067.00
XAEO	PK	CHURCH OF ST THERESA OF THE INFANT JESUS	8	92	\$8,819.00	\$4,398.00	\$815,746.00
XABK	3K	CHURCH OF THE HOLY CROSS CLASON POINT NY	8	15	\$13,231.00	\$-	\$198,465.00
XABK	PK	CHURCH OF THE HOLY CROSS CLASON POINT NY	8	90	\$9,500.00	\$9,666.00	\$864,666.00
QASJ	PK	Circle Academy	28	54	\$9,493.00	\$4,801.00	\$517,423.00
QBBC	PK	Circle Academy	25	79	\$9,384.00	\$17,080.00	\$758,416.00
KCGO	PK	CITY UNIVERSITY OF NEW YORK - COMMUNITY COLLEGES dba CUNY on behalf of Kingsborough Community College	22	18	\$9,595.47	\$4,971.00	\$177,689.46
KCJF	PK	Clarkson Early Childhood Center, Inc.	18	33	\$9,874.00	\$-	\$325,842.00
KBLY	PK	Colony-South Brooklyn Houses, Incorporated	14	40	\$8,996.05	\$-	\$359,842.00
KBMP	PK	Colony-South Brooklyn Houses, Incorporated	15	40	\$8,996.05	\$-	\$359,842.00
KBPD	PK	Colony-South Brooklyn Houses, Incorporated	19	20	\$8,996.05	\$-	\$179,921.00
KBPP	PK	Colony-South Brooklyn Houses, Incorporated	20	35	\$10,561.00	\$-	\$369,635.00
QAUL	PK	Community Church of Douglaston	26	20	\$9,656.00	\$-	\$193,120.00

Site ID	Seat type	Vendor Name	District	No. of Awarded Seats	Cost per Child	Pay Parity Year 1 Amount	Annual Total Contract Amount
QASN	3K	Community Development Institute Head Start	27	15	\$12,200.00	\$-	\$183,000.00
QASN	PK	Community Development Institute Head Start	27	54	\$3,680.00	\$-	\$198,720.00
XAJB	PK	Concourse House Housing Development Fund Company, Inc.	10	40	\$10,000.00	\$-	\$400,000.00
KCIE	PK	Congregation Bnos Chaya	20	20	\$10,411.00	\$-	\$208,220.00
KBQU	PK	Congregation Keshet Beanan dba Keshet Learning Center	22	18	\$9,989.14	\$3,943.00	\$183,747.52
KCTN	PK	Congregation Ohr Shraga Dveretzky	22	20	\$9,602.86	\$3,943.00	\$196,000.20
RAGR	3K	Congregation Yeshiva Merkaz Hatorah-Jewish Foundation School	31	30	\$12,000.00	\$8,050.00	\$368,050.00
RAGR	PK	Congregation Yeshiva Merkaz Hatorah-Jewish Foundation School	31	40	\$3,900.00	\$-	\$156,000.00
KBMC	PK	Conselyea Street Block Assoc Inc	14	40	\$10,000.00	\$9,637.00	\$409,637.00
KCHX	PK	Dezcenterprise LLC	21	12	\$10,327.00	\$4,433.00	\$128,357.00
QBBF	PK	Divine Wisdom Catholic Academy	26	54	\$9,718.00	\$13,836.00	\$538,608.00
QASL	PK	Early Bird II Day Care Center, Inc	28	30	\$9,323.00	\$32,522.00	\$312,212.00
QALP	PK	Early Sunrise Preschool and Kindergarten, Inc.	29	29	\$9,037.00	\$-	\$262,073.00
QASI	PK	Early Sunrise Preschool and Kindergarten, Inc.	29	29	\$8,958.00	\$3,943.00	\$263,725.00
KCIA	PK	Effie B's Early Childhood Development Center Corp.	17	36	\$10,000.00	\$3,943.00	\$363,943.00
KBVL	PK	Ella Baker Charles Romain Child Development Center	17	16	\$9,991.69	\$-	\$159,867.04
QADZ	PK	Evangelical Lutheran Church Of Our Saviour	28	90	\$9,565.00	\$12,848.00	\$873,698.00
QAYZ	PK	Evangelical Lutheran Church of the Atonement	30	36	\$9,190.00	\$3,943.00	\$334,783.00
QAXV	PK	Evangelical Lutheran Church of the Redeemer	29	51	\$9,499.00	\$8,096.00	\$492,545.00
QATU	PK	EVBO, Inc. D/B/A Jack & Jill Nursery School	25	72	\$9,409.00	\$16,135.00	\$693,583.00
XAWX	3K	Fabiana Day Care Academy Inc.	9	11	\$12,618.00	\$-	\$138,798.00
XAWX	PK	Fabiana Day Care Academy Inc.	9	13	\$9,811.00	\$-	\$127,543.00
KBEZ	PK	Friends of Crown Heights Educational Centers Inc.	17	20	\$10,500.00	\$4,370.00	\$214,370.00
KBJQ	3K	Friends of Crown Heights Educational Centers Inc.	19	15	\$11,760.00	\$4,915.00	\$181,315.00

Site ID	Seat type	Vendor Name	District	No. of Awarded Seats	Cost per Child	Pay Parity Year 1 Amount	Annual Total Contract Amount
KBJQ	PK	Friends of Crown Heights Educational Centers Inc.	19	18	\$10,500.00	\$4,370.00	\$193,370.00
KBJR	PK	Friends of Crown Heights Educational Centers Inc.	19	36	\$10,000.00	\$8,739.00	\$368,739.00
KBKC	3K	Friends of Crown Heights Educational Centers Inc.	19	15	\$11,760.00	\$4,371.00	\$180,771.00
KBKC	PK	Friends of Crown Heights Educational Centers Inc.	19	18	\$10,500.00	\$4,371.00	\$193,371.00
KCHN	PK	Friends of Crown Heights Educational Centers Inc.	22	40	\$10,500.00	\$8,482.00	\$428,482.00
XASE	3K	Ft George Community Enrichment Center Inc	9	15	\$12,703.00	\$4,335.00	\$194,880.00
XASE	PK	Ft George Community Enrichment Center Inc	9	36	\$10,000.00	\$4,076.00	\$364,076.00
KBXQ	PK	Gan Inc DBA Gan Jewish Day Care, Inc.	22	40	\$10,244.00	\$4,433.00	\$414,193.00
QABL	PK	Garden School	30	72	\$9,675.00	\$17,080.00	\$713,680.00
QBHN	PK	Good Servant, Inc.	26	17	\$10,125.00	\$4,433.00	\$176,558.00
KAFO	PK	GOOD SHEPHERD CATHOLIC ACADEMY	22	40	\$9,356.00	\$9,060.00	\$383,300.00
QAEQ	PK	Grace Evangelical Lutheran Church of Long Island City	30	36	\$9,157.00	\$4,328.00	\$333,980.00
MAPY	PK	Grand Street Settlement, Inc	2	18	\$10,105.00	\$-	\$181,890.00
XAHA	PK	Habitot ES LLC	9	72	\$9,900.00	\$-	\$712,800.00
QBBG	PK	Han-I, Inc.	26	18	\$9,336.00	\$4,451.00	\$172,499.00
QANU	PK	Happy Dragon of New York, Inc.	24	52	\$9,608.00	\$-	\$499,616.00
QANV	PK	Happy Dragon of USA, Inc. dba Happy Dragon Learning Center	28	98	\$9,611.00	\$12,136.00	\$954,014.00
QATV	PK	Happy Dragon of USA, Inc. dba Happy Dragon Learning Center	25	51	\$9,876.00	\$-	\$503,676.00
MAVG	PK	Harlem Children's Zone, Inc.	3	40	\$10,217.00	\$-	\$408,680.00
MAWJ	PK	Harlem Children's Zone, Inc.	5	100	\$10,169.00	\$-	\$1,016,900.00
KAJR	PK	HeartShare Human Services of New York	20	40	\$10,209.00	\$16,218.00	\$424,578.00
KAFZ	PK	Hebrew Institute for the Deaf and Exceptional Children	21	48	\$10,910.67	\$6,212.00	\$529,924.16
RAFN	3K	High Hopes of Staten Island, Inc.	31	30	\$16,000.00	\$8,061.00	\$488,061.00
RAFN	PK	High Hopes of Staten Island, Inc.	31	20	\$10,199.00	\$4,025.00	\$208,005.00

Site ID	Seat type	Vendor Name	District	No. of Awarded Seats	Cost per Child	Pay Parity Year 1 Amount	Annual Total Contract Amount
XAIN	3K	Highbridge Advisory Council Family Services Inc.	9	30	\$12,000.00	\$-	\$360,000.00
XAIN	PK	Highbridge Advisory Council Family Services Inc.	9	60	\$10,000.00	\$4,376.00	\$604,376.00
KAXW	PK	Highlights Academy, Inc.	17	40	\$9,290.45	\$3,987.00	\$375,605.00
QABS	PK	HOLY CHILD JESUS CATHOLIC ACADEMY	27	80	\$9,780.00	\$14,664.00	\$797,064.00
KAET	PK	HOLY CROSS GREEK ORTHODOX CHURCH INC.	20	80	\$10,608.00	\$-	\$848,640.00
QBHO	PK	Holy Mountain Child World Inc. dba Holy Mountain Nursery	25	30	\$9,551.00	\$3,769.00	\$290,299.00
QAUM	PK	Home Sweet Home Children's School Inc.	26	54	\$9,838.00	\$-	\$531,252.00
QAKV	PK	Honeypot Daycare Center, Inc.	25	36	\$10,470.00	\$15,566.00	\$392,486.00
XARA	PK	Hostos Community College Childrens Center Inc	7	36	\$3,500.00	\$-	\$126,000.00
QAQC	3K	Howard Beach Judea Center	27	15	\$12,350.00	\$15,276.00	\$200,526.00
QAQC	PK	Howard Beach Judea Center	27	15	\$9,572.00	\$3,961.00	\$147,541.00
RAHZ	3K	Hylan Day Care, Inc.	31	14	\$15,507.00	\$-	\$217,098.00
RAHZ	PK	Hylan Day Care, Inc.	31	40	\$12,408.00	\$7,886.00	\$504,206.00
KCEG	PK	Imagine Early Learning Centers, LLC	13	11	\$10,000.02	\$-	\$110,000.22
KCEH	PK	Imagine Early Learning Centers, LLC	13	20	\$10,000.02	\$-	\$200,000.40
MANG	PK	Imagine Early Learning Centers, LLC	2	12	\$10,000.00	\$8,023.00	\$128,023.00
MANH	PK	Imagine Early Learning Centers, LLC	2	14	\$10,000.00	\$-	\$140,000.00
QALO	PK	Imagine Early Learning Centers, LLC	28	20	\$8,890.00	\$-	\$177,800.00
RAAA	PK	Institute Of The Sisters Of St. Dorothy, Inc.	31	18	\$4,200.03	\$-	\$75,600.54
QAWO	PK	Interdisciplinary Center for Child Development, Inc.	28	32	\$9,137.00	\$8,834.00	\$301,218.00
QBHK	PK	Islamic Circle of North America Inc dba Rising Stars Islamic School	28	18	\$9,829.00	\$3,947.00	\$180,869.00
RAHD	3K	J & J Academy Incorporated	31	25	\$15,072.00	\$-	\$376,800.00
RAHD	PK	J & J Academy Incorporated	31	18	\$10,164.00	\$-	\$182,952.00
QAYN	PK	Jackson Children's Services, Inc.	30	18	\$10,177.00	\$3,954.00	\$187,140.00

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QAYN	PK	Jackson Children's Services, Inc.	30	36	\$4,272.00	\$-	\$153,792.00
QAMB	PK	Jackson Heights Early Learning Center Annex Inc.	30	20	\$9,473.00	\$3,943.00	\$193,403.00
XAOR	PK	Jasmine Educational Enterprises, Inc	10	36	\$10,547.00	\$-	\$379,692.00
XAOS	PK	Jasmine Educational Enterprises, Inc	10	38	\$10,307.00	\$-	\$391,666.00
RACX	3K	Jewish Community Center of Staten Island, INCORPORATED	31	45	\$13,334.00	\$8,960.00	\$608,990.00
RACX	PK	Jewish Community Center of Staten Island, INCORPORATED	31	36	\$10,153.00	\$8,960.00	\$374,468.00
RAFO	3K	Jewish Community Center of Staten Island, INCORPORATED	31	38	\$13,221.00	\$8,960.00	\$511,358.00
RAFO	PK	Jewish Community Center of Staten Island, INCORPORATED	31	44	\$10,316.00	\$8,960.00	\$462,864.00
RAFP	3K	Jewish Community Center of Staten Island, INCORPORATED	31	30	\$13,342.00	\$4,480.00	\$404,740.00
RAFP	PK	Jewish Community Center of Staten Island, INCORPORATED	31	34	\$10,095.00	\$4,480.00	\$347,710.00
QACJ	PK	Jewish Institute of Queens	28	108	\$9,518.00	\$7,886.00	\$1,035,830.00
QASH	PK	Jewish Institute of Queens	26	33	\$9,534.00	\$3,943.00	\$318,565.00
KCIX	PK	JLee Montessori Inc. DBA IP Kids	21	76	\$10,447.00	\$-	\$793,972.00
KBOI	PK	Joan Watkis Corporation	17	39	\$9,842.00	\$3,953.00	\$387,791.00
QATZ	PK	Judi's Nursery, Inc.	25	60	\$9,651.00	\$16,785.00	\$595,845.00
QBIG	PK	KA ON PARSONS INC. DBA KA OF FLUSHING	25	92	\$9,380.00	\$11,932.00	\$874,892.00
QBCT	PK	KA WHITESTONE, INC D/B/A KIDDIE ACADEMY OF WHITESTONE	25	50	\$9,548.00	\$12,319.00	\$489,719.00
QBHR	PK	KATHY DIAZ DBA KATHY DIAZ DAY CARE CENTER	30	10	\$10,853.00	\$3,947.00	\$112,477.00
QAMS	PK	Kid Krazy, Inc.	30	18	\$8,875.00	\$3,943.00	\$163,693.00
QAYP	PK	Kid Krazy, Inc.	30	18	\$8,830.00	\$-	\$158,940.00
XARR	PK	Kiderific Nursery School, Inc	8	26	\$8,860.00	\$3,943.00	\$234,303.00
QAXK	PK	Kids Circle Daycare, Inc.	29	18	\$9,321.00	\$3,943.00	\$171,721.00
QAYU	PK	Kids Rainbowland Nursery School, Inc.	30	36	\$9,697.00	\$3,948.00	\$353,040.00
QALD	PK	Kidszone, Inc. dba Kiddie Academy of Little Neck	26	54	\$9,894.00	\$7,886.00	\$542,162.00

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QBIY	PK	Kidz World Early Childhood Center Inc.	29	30	\$9,539.00	\$3,943.00	\$290,113.00
MBGQ	PK	Kindercare Education at Work LLC	2	31	\$10,500.00	\$4,404.00	\$329,904.00
KCII	PK	Kings Bay YM-YWHA, Inc. DBA Kings Bay Y	14	18	\$10,000.01	\$-	\$180,000.18
QAKY	PK	Kissena Cherry Daycare Inc.	25	76	\$9,187.00	\$4,433.00	\$702,645.00
QBGS	PK	KOG Industries, Inc.	26	54	\$9,280.00	\$12,883.00	\$514,003.00
QBGK	PK	Kon Gen Corporation	26	90	\$9,200.00	\$13,122.00	\$841,122.00
QAUA	PK	Kon Wah Inc.	25	90	\$8,770.00	\$8,050.00	\$797,350.00
KBGY	3K	Kreative Kare Day Care Center, Inc.	32	15	\$12,800.00	\$-	\$192,000.00
KBGY	PK	Kreative Kare Day Care Center, Inc.	32	20	\$9,844.00	\$-	\$196,880.00
KCEC	3K	Kreative Kare Day Care Center, Inc.	32	15	\$12,800.00	\$-	\$192,000.00
KCEC	PK	Kreative Kare Day Care Center, Inc.	32	37	\$9,383.00	\$4,112.00	\$351,283.00
KBMB	3K	Labor and Industry For Education Inc. DBA LIFE-Audrey Johnson Learning Center	32	30	\$12,590.00	\$4,200.00	\$381,900.00
KBMB	PK	Labor and Industry For Education Inc. DBA LIFE-Audrey Johnson Learning Center	32	36	\$9,050.00	\$-	\$325,800.00
XAEW	PK	Learning Tree and Educational Center	11	72	\$10,006.00	\$-	\$720,432.00
RAHA	3K	Lemon Tree of Richmond, Inc.	31	14	\$13,360.00	\$10,703.00	\$197,743.00
RAHA	PK	Lemon Tree of Richmond, Inc.	31	20	\$9,713.00	\$-	\$194,260.00
MAMQ	PK	Lenox Hill Neighborhood House Inc	2	80	\$10,980.00	\$27,236.00	\$905,636.00
KCAK	PK	Lisa Assennata DBA KindStart Preschool	20	20	\$10,313.00	\$3,943.00	\$210,203.00
QAKA	PK	Little Meadows Early Childhood Center, Inc.	26	35	\$10,919.00	\$6,776.00	\$388,941.00
XAPT	PK	Little Stars Inc.	11	56	\$9,353.00	\$-	\$523,768.00
XAFG	PK	Little Stars Three, Inc.	11	20	\$9,896.00	\$8,449.00	\$206,369.00
XAHS	PK	Little Stars Too, Inc.	11	38	\$10,067.00	\$4,008.00	\$386,554.00
QAVI	PK	Little Tots Red Wagon, Inc.	27	36	\$9,790.00	\$4,060.00	\$356,500.00
KCJK	PK	LPBC UPK Corp.	20	15	\$9,997.00	\$-	\$149,955.00

Site ID	Seat type	Vendor Name	District	No. of Awarded Seats	Cost per Child	Pay Parity Year 1 Amount	Annual Total Contract Amount
QAXQ	PK	Lutheran Church Of Our Saviour	29	45	\$10,559.00	\$8,194.00	\$483,349.00
QAUS	PK	Lutheran Church Schools of Flushing and Bayside	26	54	\$9,500.00	\$8,839.00	\$521,839.00
XAID	PK	Lutheran Social Services of Metropolitan New York Inc	10	18	\$10,000.00	\$-	\$180,000.00
QAUN	PK	Lynbo Inc. dba Jack & Jill II	26	36	\$9,508.00	\$4,043.00	\$346,331.00
QBHP	PK	Madison Potential Development Inc DBA Happy Maryann Day School	25	72	\$10,099.00	\$7,886.00	\$735,014.00
QBEG	PK	Magic Years Daycare Center Corp. DBA Magic Years Preschool & Nursery	24	54	\$10,409.00	\$30,406.00	\$592,492.00
QBJC	PK	Maroos Inc.	24	20	\$9,743.00	\$3,943.00	\$198,803.00
KAHA	PK	Masores Bais Yaakov	22	60	\$3,701.37	\$-	\$222,082.20
QATH	PK	Maspeth Town Hall Inc	24	40	\$9,473.00	\$7,886.00	\$386,806.00
QBGR	PK	Mi Nuevo Mundo Corp.	30	36	\$10,198.00	\$-	\$367,128.00
QBAB	PK	Mona Prep Day Care Incorporated	29	52	\$9,735.00	\$12,533.00	\$518,753.00
QBBQ	PK	Most Holy Redeemer Catholic Academy	25	80	\$9,293.00	\$13,545.00	\$756,985.00
QBGP	PK	Moving Up Children Center Inc	24	95	\$10,022.00	\$51,222.00	\$1,003,312.00
KBQG	PK	MS Sunshine Inc.	21	35	\$9,799.00	\$7,886.00	\$350,851.00
QAKT	PK	My Little Footprints Daycare Corp.	24	34	\$10,046.00	\$3,943.00	\$345,507.00
QBHL	PK	My Little Footprints Daycare Corp.	30	26	\$10,498.00	\$4,015.00	\$276,963.00
QBIH	PK	My Little Footprints Daycare Corp.	24	36	\$9,731.00	\$3,943.00	\$354,259.00
QBHS	PK	Neloy, Inc. DBA Bright Kids Day Care Center	28	20	\$9,215.00	\$3,943.00	\$188,243.00
QABC	PK	NEW GENERATION KIDS LLC	24	94	\$10,277.00	\$-	\$966,038.00
QAUB	PK	New Milestone Inc.	25	40	\$9,808.00	\$8,120.00	\$400,440.00
QBBH	PK	New Milestone Inc.	25	38	\$9,892.00	\$-	\$375,896.00
MAXT	PK	Nicholas Cardell Day Care Center Inc	6	18	\$9,984.48	\$4,214.00	\$183,934.64
XAHM	PK	Northeast Bronx Day Care Center Inc	10	18	\$10,175.00	\$4,783.00	\$187,933.00
XAHM	PK	Northeast Bronx Day Care Center Inc	10	54	\$4,033.00	\$-	\$217,782.00

Site ID	Seat type	Vendor Name	District	No. of Awarded Seats	Cost per Child	Pay Parity Year 1 Amount	Annual Total Contract Amount
MAXM	PK	Northern Manhattan Perinatal Partnership	6	20	\$10,359.00	\$5,194.00	\$212,374.00
KBLL	PK	Northside Center for Child Development, Inc.	13	20	\$10,000.00	\$-	\$200,000.00
KBLL	PK	Northside Center for Child Development, Inc.	13	38	\$5,068.11	\$-	\$192,588.18
XALE	3K	NP Ready, Set Learn LLC	8	45	\$12,576.00	\$-	\$565,920.00
XALE	PK	NP Ready, Set Learn LLC	8	36	\$9,990.00	\$4,166.00	\$363,806.00
QBEJ	PK	Oikos Community Corporation	25	32	\$9,862.00	\$8,271.00	\$323,855.00
QBBE	PK	Our Kids Place Country Day Inc	29	74	\$9,404.00	\$-	\$695,896.00
QADQ	PK	Our Lady Of Mercy Catholic Academy	28	72	\$9,120.00	\$19,841.00	\$676,481.00
QAUC	PK	Pee Wee Folks, Inc.	25	40	\$9,582.00	\$11,918.00	\$395,198.00
XAFK	PK	Phipps Neighborhoods, Inc.	12	72	\$10,036.00	\$-	\$722,592.00
QASG	PK	Positive Beginnings Inc.	25	36	\$9,040.00	\$8,943.00	\$334,383.00
QAUD	PK	Precious Moments Day Care Center, Inc.	25	18	\$9,690.00	\$3,955.00	\$178,375.00
QBIZ	PK	Preschool 'R' Us II, Inc.	25	76	\$9,720.00	\$12,319.00	\$751,039.00
QATT	PK	Preschool 'R' Us, Inc	25	38	\$9,635.00	\$3,943.00	\$370,073.00
KCKU	PK	Promise World Daycare Inc.	22	30	\$11,116.00	\$3,943.00	\$337,423.00
KAIT	PK	Prospect Park Yeshiva Inc	22	35	\$3,901.70	\$-	\$136,559.50
KAWQ	PK	QKingdom Ministries Inc. dba Macademy	17	18	\$10,319.00	\$-	\$185,742.00
QAPM	PK	Queens County Educators For Tomorrow, Inc d/b/a Charles R. Drew Early Learning Center	28	18	\$9,200.00	\$3,011.00	\$168,611.00
QAYB	PK	Queens County Educators For Tomorrow, Inc d/b/a Charles R. Drew Early Learning Center	29	18	\$9,200.00	\$-	\$165,600.00
QANH	3K	Quick Start Day Care Center Inc	27	13	\$12,000.00	\$-	\$156,000.00
QANH	PK	Quick Start Day Care Center Inc	27	26	\$9,190.00	\$-	\$238,940.00
QAYE	PK	Quick Start Day Care Center Inc	29	34	\$9,190.00	\$3,950.00	\$316,410.00
QALA	PK	Rainbow Child Development Center Inc.	25	72	\$9,683.00	\$5,244.00	\$702,420.00
QBHB	PK	Rainbow Child Development Center Inc.	25	72	\$9,446.00	\$-	\$680,112.00

Site ID	Seat type	Vendor Name	District	No. of Awarded Seats	Cost per Child	Pay Parity Year 1 Amount	Annual Total Contract Amount
QAUE	PK	Ready, Set, Grow Child Care Center, L.L.C.	25	40	\$9,514.00	\$3,943.00	\$384,503.00
RAGH	3K	Richmond Hill Children's Center, LLC	31	30	\$13,865.00	\$-	\$415,950.00
RAGH	PK	Richmond Hill Children's Center, LLC	31	36	\$10,139.00	\$4,065.00	\$369,069.00
XAPA	PK	Riverdale Neighborhood House, Inc.	10	72	\$9,926.00	\$8,509.00	\$723,181.00
KBXS	PK	ROGER'S DAY CARE INC.	17	26	\$11,186.00	\$-	\$290,836.00
XATO	3K	ROMAN CATHOLIC CHURCH OF ST ANSELM & ST ROCH dba St Anselm School	7	45	\$13,053.00	\$4,293.00	\$591,678.00
XATO	PK	ROMAN CATHOLIC CHURCH OF ST ANSELM & ST ROCH dba St Anselm School	7	90	\$10,219.00	\$4,503.00	\$924,213.00
XADT	PK	ROMAN CATHOLIC CHURCH OF ST JOHN CHRYSOSTOM	12	92	\$8,600.00	\$-	\$791,200.00
KCIY	PK	Romomoza Inc DBA The Learning Experience	21	36	\$9,943.00	\$-	\$357,948.00
QAFJ	PK	Saint Elizabeth Catholic Academy	27	144	\$9,655.00	\$29,620.00	\$1,419,940.00
QAGU	PK	Saint Thomas the Apostle Catholic Academy	27	80	\$10,170.00	\$18,311.00	\$831,911.00
QAKH	PK	Samuel Field YM & YWHA Inc	26	54	\$9,820.00	\$-	\$530,280.00
QAWH	PK	Samuel Field YM & YWHA, Inc.	28	54	\$9,636.00	\$-	\$520,344.00
KCGN	3K	SCO Family of Services	23	60	\$11,750.00	\$9,730.00	\$714,730.00
KCGN	PK	SCO Family of Services	23	36	\$9,010.00	\$4,883.00	\$329,243.00
RAFV	3K	Seguine Pre-School, Inc. DBA Small World Preschool	31	45	\$15,999.00	\$-	\$719,955.00
RAFV	PK	Seguine Pre-School, Inc. DBA Small World Preschool	31	36	\$9,572.00	\$-	\$344,592.00
QAGW	PK	Sesame Sprout Inc.	24	61	\$10,024.00	\$12,511.00	\$623,975.00
QAWK	PK	Sholom Day Care Inc	28	56	\$9,433.00	\$4,752.00	\$533,000.00
QBHQ	PK	Sholom Day Care Inc	25	36	\$9,277.00	\$-	\$333,972.00
QBKE	PK	Sholom Day Care Inc	28	101	\$9,474.00	\$4,227.00	\$961,101.00
QAVW	PK	Sinai Congregation Inc DBA West End Temple	27	16	\$9,727.00	\$-	\$155,632.00
QAVW	3K	Sinai Congregation Inc. DBA West End Temple	27	14	\$11,706.00	\$3,943.00	\$167,827.00
RADW	3K	Sips Kinder Facilities Inc.	31	15	\$14,277.00	\$-	\$214,155.00

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RADW	PK	Sips Kinder Facilities Inc.	31	18	\$9,747.00	\$7,886.00	\$183,332.00
KBPY	PK	Smart Start Early Childhood Center, Inc.	20	48	\$11,782.00	\$4,025.00	\$569,561.00
KAJW	PK	St Francis of Assisi Catholic Academy	17	36	\$9,157.86	\$4,487.00	\$334,169.96
RABP	PK	ST JOHN LUTHERAN SCHOOL DBA ST. JOHNS EVANGELICAL LUTHERAN CHURCH & SCHOOL	31	36	\$9,760.00	\$-	\$351,360.00
QAVS	3K	ST JOHNS ENGLISH EVANGELICAL LUTHERAN CHURCH OF RICHMOND HILL	27	9	\$12,850.00	\$-	\$115,650.00
QAVS	PK	ST JOHNS ENGLISH EVANGELICAL LUTHERAN CHURCH OF RICHMOND HILL	27	20	\$9,813.00	\$-	\$196,260.00
QAYX	PK	ST JOSEPH CATHOLIC ACADEMY	30	90	\$9,360.00	\$9,679.00	\$852,079.00
KAKF	PK	ST MARK CATHOLIC ACADEMY	22	54	\$9,953.39	\$4,763.00	\$542,246.06
QAGI	PK	ST NICHOLAS OF TOLENTINE CATHOLIC ACADEMY	28	36	\$9,229.00	\$5,104.00	\$337,348.00
XADN	PK	St. Francis of Assisi School	11	54	\$10,122.00	\$-	\$546,588.00
QATL	PK	St. Jacobus Evangelical Lutheran Church of the Unaltered Augsburg Confession Woodside, New York DBA Rainbow Christian Preschool & Kindergarten	24	78	\$9,597.00	\$16,564.00	\$765,130.00
QAFY	PK	St. Kevin Catholic Academy	25	108	\$9,437.00	\$22,805.00	\$1,042,001.00
QATM	PK	Star America, Inc.	24	80	\$10,496.00	\$11,936.00	\$851,616.00
QBGL	PK	Star Paradise Inc.	24	50	\$10,512.00	\$7,886.00	\$533,486.00
KBPJ	PK	Starett Early Learning Center	19	36	\$9,190.29	\$5,078.00	\$335,928.44
KBPL	3K	Starett Early Learning Center	19	30	\$12,069.00	\$-	\$362,070.00
KBPL	PK	Starett Early Learning Center	19	18	\$9,190.29	\$-	\$165,425.22
RAFW	3K	STATEN ISLAND COMMUNITY SERVICES INC. DBA SOUTH SHORE TODDLER ACADEMY AND PRE "K"	31	15	\$13,038.00	\$-	\$195,570.00
RAFW	PK	STATEN ISLAND COMMUNITY SERVICES INC. DBA SOUTH SHORE TODDLER ACADEMY AND PRE "K"	31	36	\$9,700.00	\$-	\$349,200.00
QAHH	PK	SteppingStone Day School Inc	25	36	\$8,921.00	\$4,494.00	\$325,650.00
XAKF	PK	SteppingStone Day School Inc	8	18	\$9,230.00	\$2,188.00	\$168,328.00
QBGO	PK	Sunnyside Community Services Inc	30	36	\$9,814.00	\$4,294.00	\$357,598.00
KCED	PK	Sunshine Center of Coney Island LLC DBA Sunshine Learning Center	21	18	\$7,099.83	\$-	\$127,796.94
XAVX	PK	Sunshine Daycare Of Westchester Village LLC DBA Sunshine Learning Center	11	18	\$9,611.87	\$-	\$173,013.66

Site ID	Seat type	Vendor Name	District	No. of Awarded Seats	Cost per Child	Pay Parity Year 1 Amount	Annual Total Contract Amount
XBBX	3K	Sunshine LC of Jackson Ave LLC	7	45	\$12,875.00	\$-	\$579,375.00
QBIX	PK	Sunshine Learning Center, Inc.	29	36	\$9,271.00	\$3,943.00	\$337,699.00
QALC	PK	Sweet Angels 88, Inc DBA Little Sweet Angels	25	36	\$10,872.00	\$8,376.00	\$399,768.00
KALT	PK	The Cheder	21	40	\$10,130.00	\$3,943.00	\$409,143.00
KBON	PK	The Children's Center at SUNY Brooklyn Inc.	18	16	\$9,770.00	\$3,943.00	\$160,263.00
QBAJ	PK	The Church On The Hill - Reformed	25	36	\$9,403.00	\$8,219.00	\$346,727.00
RAFZ	3K	The College of Staten Island Association Inc	31	15	\$11,847.00	\$3,943.00	\$181,648.00
RAFZ	PK	The College of Staten Island Association Inc	31	20	\$10,187.00	\$3,943.00	\$207,683.00
QAUH	PK	The Corner School	25	18	\$9,116.00	\$3,943.00	\$168,031.00
MAOZ	PK	The Educational Alliance, Inc.	1	20	\$4,586.00	\$-	\$91,720.00
MAUA	PK	The Educational Alliance, Inc.	2	72	\$9,099.00	\$-	\$655,128.00
KAFB	PK	THE EVANGELICAL LUTHERAN CHURCH OF THE EPIPHANY OF BROOKLYN, N.Y.	17	30	\$11,225.00	\$-	\$336,750.00
QAMO	PK	The Greater Ridgewood Youth Council, Inc.	24	54	\$9,739.00	\$4,294.00	\$530,200.00
KBAI	PK	The Guild for Exceptional Children Inc.	20	16	\$8,647.00	\$4,707.00	\$143,059.00
MASL	PK	The Hudson Guild	2	20	\$10,130.00	\$24,437.00	\$227,037.00
MBGS	PK	The Hudson Guild	3	32	\$10,035.00	\$8,745.00	\$329,865.00
MAYH	PK	The Hudson Guild	2	34	\$10,390.00	\$-	\$353,260.00
QBBU	PK	The Nurturing Center, Inc. dba The Nurturing Center and Academy	29	54	\$10,064.00	\$8,376.00	\$551,832.00
QAWW	PK	The Pickwick School, Inc.	28	31	\$9,733.00	\$4,433.00	\$306,156.00
QBHV	PK	The Queens Borough Public Library	27	18	\$10,288.00	\$4,538.00	\$189,722.00
RAGA	3K	The Wonder Years Preschool, Inc.	31	9	\$15,365.94	\$-	\$138,293.46
RAGA	PK	The Wonder Years Preschool, Inc.	31	49	\$9,643.00	\$8,130.00	\$480,637.00
QBGI	PK	Tiny Footsteps, Inc.	25	55	\$8,891.00	\$10,702.00	\$499,707.00
XASH	PK	Tolentine Zeiser Community Life Center Inc	10	20	\$10,000.00	\$4,013.00	\$204,013.00

Site ID	Seat type	Vendor Name	District	No. of Awarded Seats	Cost per Child	Pay Parity Year 1 Amount	Annual Total Contract Amount
XAFA	PK	United Cerebral Palsy of New York City Inc dba Adapt Community Network	11	16	\$10,000.00	\$1,331.00	\$161,331.00
QAWX	PK	United Cerebral Palsy of Queens, Inc. DBA Queens Center for Progress	29	18	\$8,450.00	\$4,901.00	\$157,001.00
XAPW	PK	United Church of Jesus Christ Apostolic Inc	11	54	\$10,511.00	\$4,013.00	\$571,607.00
MANK	3K	Urban Concepts of NY Round the clock Nursery, Inc	5	30	\$12,287.00	\$-	\$368,610.00
MANK	PK	Urban Concepts of NY Round the clock Nursery, Inc	5	20	\$10,000.00	\$-	\$200,000.00
MAWW	3K	Urban Concepts of NY Round the clock Nursery, Inc	5	23	\$13,103.00	\$-	\$301,369.00
MAWW	PK	Urban Concepts of NY Round the clock Nursery, Inc	5	32	\$10,000.00	\$4,340.00	\$324,340.00
MBFX	3K	Urban Concepts of NY Round the clock Nursery, Inc	5	29	\$13,217.00	\$-	\$383,293.00
MBFX	PK	Urban Concepts of NY Round the clock Nursery, Inc	5	17	\$10,000.00	\$4,375.00	\$174,375.00
XAPH	PK	Urban Concepts of NY Round the clock Nursery, Inc	10	120	\$10,115.00	\$4,375.00	\$1,218,175.00
XAFB	PK	Villa Maria Academy, Inc.	8	54	\$9,401.00	\$4,398.00	\$512,052.00
XAPX	PK	Willamsbridge NAACP Day Care Center	11	54	\$8,537.00	\$4,353.00	\$465,351.00
KBWD	3K	Wiser Choice Learning Inc.	32	15	\$12,500.00	\$-	\$187,500.00
KBWD	PK	Wiser Choice Learning Inc.	32	18	\$9,503.00	\$2,287.00	\$173,341.00
RAHW	3K	Worldwide Entities, LLC	31	26	\$12,999.00	\$-	\$337,974.00
RAHW	PK	Worldwide Entities, LLC	31	60	\$9,953.00	\$7,886.00	\$605,066.00
KBIS	PK	Yeled V Yalda Early Childhood Center Inc	20	45	\$3,600.00	\$-	\$162,000.00
KBJO	PK	Yeled V Yalda Early Childhood Center Inc	20	44	\$3,600.00	\$-	\$158,400.00
KBOQ	PK	Yeled V Yalda Early Childhood Center Inc	18	24	\$3,600.00	\$-	\$86,400.00
KBVO	PK	Yeled V Yalda Early Childhood Center Inc	21	40	\$3,600.00	\$-	\$144,000.00
KBVX	PK	Yeled V Yalda Early Childhood Center Inc	17	54	\$3,600.00	\$-	\$194,400.00
KBXU	PK	Yeled V Yalda Early Childhood Center Inc	21	12	\$3,600.00	\$-	\$43,200.00
KBXV	PK	Yeled V Yalda Early Childhood Center Inc	18	109	\$3,600.00	\$-	\$392,400.00
RAGC	3K	Yeled V Yalda Early Childhood Center Inc	31	29	\$12,050.00	\$2,027.00	\$351,477.00

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RAGC	PK	Yeled V Yalda Early Childhood Center Inc	31	36	\$9,750.00	\$-	\$351,000.00
RAGD	3K	Yeled V Yalda Early Childhood Center Inc	31	46	\$12,050.00	\$6,089.00	\$560,389.00
RAGD	PK	Yeled V Yalda Early Childhood Center Inc	31	58	\$9,750.00	\$6,498.00	\$571,998.00
KAPM	PK	Yeshiva & Mesivta Toras Emes Kamenitz	22	18	\$3,902.37	\$-	\$70,242.66
KAOQ	PK	Yeshiva of Kings Bay Inc	22	18	\$3,877.00	\$-	\$69,786.00
KAPB	PK	Yeshiva Shaare Torah, Inc.	15	60	\$3,977.00	\$-	\$238,620.00
KABG	PK	Yeshiva Yesoda Hatorah Vetz Chaim dba Bais Yakov Dkhal Adas Yereim	14	34	\$3,718.00	\$-	\$126,412.00
KAOP	PK	Yeshivah of Flatbush	21	110	\$3,902.00	\$-	\$429,220.00
KAOA	PK	Yeshivath Kehilath Yakov Inc	20	37	\$3,810.00	\$-	\$140,970.00
KBVT	PK	Yeshivath Kehilath Yakov Inc	14	86	\$3,809.50	\$-	\$327,617.00
MAFV	PK	Yeshivath Rabbi Samson Raphael Hirsch	6	35	\$3,649.00	\$-	\$127,715.00
KCJS	PK	Yeshivath Torah Vodaath dba Torah Vodaath	22	36	\$9,698.00	\$14,645.00	\$363,773.00
XAPD	PK	Young Men's & Young Women's Hebrew Association of the Bronx dba Riverdale YM & YMHA	10	36	\$10,000.00	\$-	\$360,000.00
MANY	PK	Young Men's and Women's Hebrew Association of Washington Heights and Inwood	6	54	\$11,106.00	\$4,235.00	\$603,959.00

Vendor Responsibility

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

82nd Street Academics

A review of 82nd Street Academics (82nd Street) PASSPort submission revealed the following caution regarding investigations by the New York City Department of Health and Mental Hygiene (DOHMH) and New York City Department of Consumer Affairs (DCA):

- In June 2016, a DOHMH inspection found four violations of Article 47 of the New York City Health Code (Article 47) for 82nd Street's failure to update Statewide Central Register clearances for its staff, allowing staff to perform their duties when not healthy or capable, and not maintaining records of staff training and immunization. In October 2016, the vendor pled guilty to the violations at an Office of Administrative Trials and Hearings (OATH) hearing and paid a fine of \$2,869.72. These violations have been corrected and DOHMH's latest inspection of the vendor in March 2019 indicated that the vendor currently has no open violations.

- In April 2015, an investigation by DCA substantiated a complaint that 82nd Street violated New York City Paid Sick Leave Law by compelling an employee to disclose the details of his sick day. On August 13, 2015, the vendor entered a Consent Order with DCA requiring the vendor to bring its policy and procedures into compliance and pay a \$1,000 fine. DCA advised the DOE that 82nd Street met the terms of the Consent Order, and the matter is closed.

The following information was revealed in the New York City Department of Youth and Community Development's PASSPort Responsibility Determination (RD):

- An April 2015 news report revealed that a former employee of 82nd Street was accused of terrorism. The vendor advised that the former employee was cleared with the New York State Department of Health and the State Central Registry and had no prior criminal background. Additionally, 82nd Street indicated that they provided the former employee's files to the Federal Bureau of Investigation and has had no further contact since.

The DOE is also aware of the following news article:

- An April 2019 news report revealed that 82nd Street had 19 open violations for failing to have proper documentation of immunization. The vendor advised that they are bringing on-site flu clinics for their students and that their most recent health inspection did not reveal any open immunization violations.

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

[ABC Preschool & Kindergarten Center, Corp.](#)

A review of ABC Preschool & Kindergarten Center, Corp.'s (ABC Preschool) PASSPort reveals the following two self-reported cautions:

- In 2010, an investigation of ABC Preschool conducted by the New York City Department of Education (DOE), New York City Department of Investigation (DOI), and the United States Department of Justice (DOJ) resulted in the arrest of the former owner and her husband in connection with a City Time investigation. The charges stemmed from work performed by an affiliated entity performing non-UPK work. ABC Preschool failed to disclose the affiliated entity in VENDEX, as required, and, accordingly, had its contract terminated for cause.
- In 2011, in connection with the matter above, the former owner of ABC Preschool was convicted of obstruction of justice by the United States District Court for the Southern District of New York.

As these matters are appropriately disclosed in PASSPort, the former owner and husband are no longer affiliated with ABC Preschool, the charges stemmed from actions taken by a different (and no-longer-affiliated) entity, and the current owners were never arrested or charged in connection with these matters, the DOE determines ABC Preschool to be responsible.

[Aim High Leadership Center, Inc.](#)

Aim High Leadership Center Inc.'s (AHLC) affiliate Aim High Leadership Center Too Inc. (AHLC2) is no longer debarred by the New York State Worker's Compensation Board (WCB). AHLC2 paid a penalty of \$250 due to lapse in coverage. As such debarments relate only to Public Works contracts, and are therefore not applicable to this type of contract, and in that AHLC2 has current coverage, the DOE finds AHLC to be responsible.

[Bank Street College of Education](#)

In 2018, the New York State Comptroller (NYS Comptroller) conducted an audit of Bank Street College of Education's (Bank Street) reimbursable costs for its State Education Department (SED) Special Education programs for fiscal year 2014. The audit uncovered \$585,047 in ineligible costs that Bank Street reported on its Consolidated Fiscal Report (CFR) and recommended that SED review the disallowances and the costs reported on Bank Street's CFR and adjust tuition reimbursement rates as necessary. Additionally, the NYS

Comptroller recommended that SED work with Bank Street to ensure that costs reported on future CFRs comply with the requirements in the Reimbursable Cost Manual (Manual). Bank Street and SED advised that all recommendations outlined in the report are being addressed and the review of the disallowances and its impact on the tuition rate is ongoing.

As the matter above is pending, and in the light of vendor's satisfactory performance on prior DOE contracts, the DOE determines the vendor to be responsible.

[Bedford Stuyvesant Early Childhood Development Center, Inc.](#)

A review of Bedford Stuyvesant Early Childhood Development Center Inc.'s (Bedford Stuyvesant) PASSPort submission revealed the following information:

- On November 18, 2016, an eviction warrant was executed by the City Marshal for Bedford Stuyvesant, which at the time was at 275-281 Marcus Garvey Boulevard, Brooklyn, NY 11221. On the date of eviction, the facility was closed. The New York City Department of Health and Mental Hygiene (DOHMH) advised that they were notified by Bedford Stuyvesant in April 2016 that they were going out of business due to landlord/tenant issues. Bedford Stuyvesant advised that they vacated the premises due to issues with the fire alarm system installation and high rent prices. Since that time, Bedford Stuyvesant has been providing services at numerous sites, with current DOHMH permits.

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

[Big Birds Playhouse Corp.](#)

A news report revealed that in August 2013, a former employee of Big Birds Playhouse Corp. (BBP) was charged with first-degree sexual abuse and sentenced to one year in prison after he had inappropriate contact with two children while working at BBP's summer camp program. The vendor provided documentation demonstrating that the former employee never worked on a DOE funded program as well as corrective actions BBP took to prevent a similar incident from re-occurring. As a result of the incident above, BBP and its principal owner were cited in a civil suit in early 2017 which was settled in favor of the claimants in the amount of \$86,500.

As the above matter involved a former employee of BBP, and in light of the vendor's satisfactory performance on prior DOE contracts, the DOE determines the vendor to be responsible.

[Brooklyn Chinese-American Association, Inc.](#)

A review of Brooklyn Chinese-American Association Inc.'s (BCAA) PASSPort submission identified the following self-reported caution:

On March 9, 2016, the New York City Department of Health and Mental Hygiene (DOHMH) issued a Notice of Violation (NOV) to BCAA after determining that the medical form for the site's educational director had expired and appeared fraudulent. Subsequently, on March 15, 2016, DOHMH referred the matter to the New York City Department of Investigation (DOI), which issued a report on July 22 and found that the medical form was in fact altered and falsified by the educational director at the site who changed the date on the medical form. During a follow up inspection on July 29, 2016, DOHMH noted that the educational director was removed from her position, no longer worked at the site, and is strictly prohibited from working on DOE business. BCAA acknowledged DOI's findings and its ownership advised that the employee took personal responsibility for the falsification and that she would not have any contact with "DOE business," which includes contact with any documentation. Additionally, the vendor verified the accuracy of its current files and implemented actions to prevent a similar occurrence in the future. DOHMH confirmed that BCAA paid in full a fine of \$1,000, and the case was closed.

However, site visits conducted by the Division of Early Childhood Education (DECE) in the fall of 2017 determined that the educational director had been on site numerous times. Subsequently, BCAA was advised

that it was being placed on heightened monitoring. The vendor advised that the individual is no longer employed by BCAA. In March 2019, DECE indicated that the vendor made adequate programmatic progress in meeting the required outcomes and as such, was removed from heightened monitoring status.

In light of BCAA's corrective actions, the DOE determines the vendor to be responsible.

Bumblebees-R-Us, Inc.

A review of Bumblebees-R-Us Inc.(Bumble) and affiliate Bubble Bee Day Care LLC's PASSPort submissions identified the following agency-reported caution:

- In July 2015, a job applicant filed a complaint with the United States Equal Employment Opportunity Commission (EEOC) against Bumble's former principal owner and former affiliate, SEA, claiming sexual harassment based on disparate treatment. SEA entered into a Consent Decree on May 5, 2017 and was required to pay \$57,000. The EEOC confirmed that the total amount has been paid in full.

Additionally, Bumble's PASSPort also reveals the following information:

- The former owner and CEO of Special Education Associates, a prior affiliate of Bumble, pled guilty to one count of defrauding the government. SEA was not an affiliate of Bumble at the time of the actions resulting in the plea.

The DOE is also aware of the following:

- In 2017, as part of a review conducted for a prospective award under R1156, the DOE raised questions with Bumble's former owner regarding inaccurate disclosures. Ultimately, Bumble did not receive a new Universal Pre-Kindergarten (UPK) contract under R1156.
- On September 24, 2016, the DOE terminated the contract for cause of Bumble's former affiliate, Brightside Academy, due to performance, compliance, and safety issues.

As the above matters involving the former owner and former affiliates of Bumble have been resolved, the DOE determines the vendor to be responsible.

Child Development Center of the Mosholu Montefiore Community Center, Inc.

A review of parent Mosholu Montefiore Community Center's (MMCC) PASSPort submission revealed two poor evaluations from the New York City Department of Youth and Community Development (DYCD).

- MMCC received a poor evaluation from DYCD for the period ending 6/30/2017 regarding their NDA Opportunity Youth: Supported Work Experience contract as a result of enrollment and timeliness issues. DYCD advised that the vendor subsequently improved in those areas.
- MMCC received a poor evaluation from DYCD for the period ending 06/30/2018 regarding their In School Youth contract as a result of issues with the timeliness and accuracy of reports. DYCD advised that the vendor subsequently improved in those areas.

In the past three years, MMCC has received 2 excellent, 21 good, and 8 satisfactory evaluations from DYCD on other contracts.

DYCD has advised that MMCC's performance has improved on the two contracts referenced above, and as its performance on other DYCD contracts has been satisfactory or better. In light of the vendor's satisfactory performance on prior DOE contracts the DOE determines the vendor to be responsible.

Concourse House HDFC

An October 2018 news article revealed that the former president of Concourse House HDFC (Concourse) was removed from his public ministry due allegations of sexual abuse. Concourse advised that they were not aware of the allegations until sometime after 2016, and when the matter became public in 2018, the former president was in poor health and not actively serving on the board of Concourse. Further, Concourse has

advised that the former president currently has no involvement with Concourse, nor does he have a physical presence on-site.

As the individual is no longer active, nor on site, the DOE determines the vendor to be responsible.

Conselyea Street Block Association, Inc.

A review of Conselyea Street Block Association, Inc.'s (Conselyea) parent St. Nick's Alliance Corp.'s (St. Nick's) PASSPort submission revealed the following information from the New York City Department of Youth and Community Development (DYCD):

- In 2015, St. Nick's was investigated by the Special Commissioner of Investigation for the New York City School District (SCI) regarding an incident at a school in which a seven-year-old student choked to death. According to the report, which referred the matter back to the DOE to be addressed, an employee of St. Nick's was on scene and attempted to perform first aid on the student. The vendor advised DYCD that a civil lawsuit is pending and to date, no defendant dispositions have been taken and there have been no court findings, stipulations or corrective actions taken regarding St. Nick's.

The DOE is also aware of the following information:

- A November 2018 news article revealed that a class action suit was filed against St. Nick's for unpaid wages. The vendor advised that the litigation is ongoing.

As the matters above have either been resolved or are pending, and in light of the vendor's overall satisfactory performance of prior DOE work, the vendor is determined to be responsible.

Effie B's Early Childhood Development Center Corp.

A review of Effie B's Early Childhood Development Center Corp. (Effie B's) PASSPort submission revealed three self-reported cautions, all of which relate to the same matter as follows:

- In September 2017, Effie B's license was suspended by the New York City Department of Health and Mental Hygiene (DOHMH) due to inadequate supervision of a child. As a result, on October 12, 2017, the New York City Department of Education (DOE) suspended Effie B's Universal Pre-Kindergarten (UPK) contract. Subsequently, Effie B's license was re-instated after submitting a Corrective Action Plan (CAP) to DOHMH on October 20, 2017. The DOE's Division of Early Childhood Education (DECE) re-evaluated Effie B's contract and determined that Effie B could continue providing UPK services. DOHMH has advised that since the 2017 incident and the implementation of the CAP, the vendor has not received any suspensions.

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

Garden School

A review of Garden School's PASSPort submission revealed the following information:

- An audit from June 2016 identified certain deficiencies that were considered to be material weaknesses. Although the audit identified risks presented by these deficiencies, the audit did not report actual negative consequences resulting from the deficiencies found.
- An audit from June 2017 acknowledged some areas of improvement but continued to identify certain deficiencies. Although the audit identified risks presented by these deficiencies, the audit did not report actual negative consequences resulting from the deficiencies found.

Subsequently, Garden School's Fiscal Year 2018 audit did not identify any material weaknesses, nor did it report any deficiencies in internal controls.

Additionally, the DOE discovered the following information:

- A June 2019 news article reported that the parent of a former Garden School student sued the Garden school in small claims court for \$120 over mandatory fees to participate in the school's annual fundraiser. Garden School entered into a Stipulation of Settlement and provided documentation indicating that the amount was paid in full.
- The Garden School was sued in 2014 by the parents of a twelve year old boy who died in March 2012 from sepsis after sustaining an injury at the school. A stipulation agreement led to the lawsuit's discontinuance with prejudice in July 2017, with no payments made by the school. The parents also challenged the school's accreditation with the New York State Association of Independent Schools (NYSAIS) in 2017 and the school advised that the NYSAIS is currently examining its policies and procedures. However, NYSAIS has confirmed that the school remains fully accredited and is in good standing. Moreover, the Garden School has provided its current safety protocols for addressing injuries on site.

The deficiencies identified in the audits did not report any negative consequences and were addressed appropriately. As the Garden School has performed satisfactorily on prior DOE contracts and remains in good standing with NYSAIS, the DOE determines the vendor to be responsible.

Harlem Children's Zone, Inc.

A review of the New York City's Department of Youth and Community Development (DYCD) responsibility determination (RD) revealed the following information:

- An August 2017 news article reported that a former New York City Department of Education (DOE) teacher and employee of Harlem Children's Zone (HCZ) was terminated from her tenured position with the DOE in 2008 after the Office of Special Investigations (OSI) substantiated that she received massages from students. Subsequently, she was hired by HCZ and terminated on March 17, 2017. She sued the DOE alleging that it was preventing her from working with city-funded programs, and the case against the DOE was dismissed in March 2018.
- A February 2017 news article revealed that HCZ's assistant principal was arrested at the George Washington Bridge after driving through an EZpass lane. Subsequently, Port Authority Police Officers revealed that she owed \$14,000 in tolls and fines. HCZ advised that the former assistant principal was terminated from employment on February 3, 2017.

The DOE is also aware of the following:

In January 2019, a news report alleged that children were exposed to toxic levels of lead at HCZ's Harlem Armory (Armory) location. As a result, HCZ hired an independent lead testing company to perform extensive testing throughout the Armory and tests determined that the levels of lead were below the regulatory threshold.

In 2017, a student at Promise Academy, a charter school run by HCZ, brought medication to school without providing proper notification to the school, in violation of HCZ's policy. The student tricked another student into taking half of his prescription medication causing him to become sick and barely conscious. The student who gave the medication to the victim was suspended and after a hearing was later transferred to another school. A lawsuit against HCZ was filed by the mother of the victim, and the matter was settled and discontinued with prejudice without costs to either party.

In October 2015, HCZ was alerted to allegations of sexual assault and abuse by a part-time afterschool employee of HCZ. The vendor reported the matter to the New York City Police Department and terminated the employee, prohibiting him from returning to all HCZ locations or schools. HCZ indicated that it was not named in the criminal charges and cooperated with the investigation. The former employee was found guilty and sentenced to 20 years to life prison. In April 2016, HCZ was sued by the legal guardians of the two students seeking personal injury damages, and the civil lawsuit is ongoing.

In 2006, a New York City Department of Investigation inquiry confirmed that a former teacher's assistant viewed inappropriate pictures on a school computer in the presence of a twelve year old male student at Promise Academy. The school's superintendent was unaware of the obligation to report the matter to the

Special Commissioner of Investigation for the New York City School District (SCI) and conducted an investigation. HCZ implemented several corrective actions including terminating the employee, installing a new firewall on all company computers, distributing an electronic usage policy and improving clearance procedures during the hiring process.

In light of HCZ's corrective actions, and that HCZ properly referred the incident to the NYPD, and as the civil suit is currently pending, the DOE determines the vendor to be responsible.

Heartshare Human Services New York, Inc.

A review of Heartshare Human Services of New York's (HSHSNY) PASSPort submission revealed the following:

- In August 2013, HSHSNY and its subsidiary, HeartShare Education Center were the subject of an investigation by the Special Commissioner of Investigation for the New York City School District (SCI). This investigation was closed without findings and both HSHSNY and its subsidiary remain as current contractors of the New York City Department of Education.

A review of the New York City Department of Health and Mental Hygiene (DOHMH) responsibility determination (RD) revealed the following information:

- From July 2017 to July 2018, HSHSNY disclosed twenty-one substantiated cases of client abuse and neglect. A review by the DOHMH of the corrective actions taken by HSHSNY found them to be prudent.
- An August 27, 2014, New York Times article revealed that HSHSNY was named as one of three agencies involved in a lawsuit filed by eight young adults who were fraudulently adopted and subjected to years of abuse. The lawsuit was settled and HSHSNY denied liability.

The also DOE is aware of the following:

- St. Vincent's Services d/b/a HeartShare St. Vincent's Services (St. Vincent's Services), an affiliate of prime vendor HSHSNY, is involved in civil litigation filed in March 2016 alleging that in November 2008, St. Vincent's Services and the Administration of Children's Services (ACS) ignored signs of abuse against two children placed in foster care. HSHSNY has indicated that there are no employees working in its UPK services program that also work for the St. Vincent's Services foster care program. Moreover, in 2008 HSHSNY was not affiliated with St. Vincent's Services in any capacity and it was not until October 2013 that HSHSNY and St. Vincent's Services entered into an affiliation agreement. The civil matter is pending, however St. Vincent's Services asserts the allegations are meritless and that it followed all regulations regarding foster placement. In November 2015, the person alleged to have committed the abuse was criminally charged.

All matters have been resolved except for the pending matter which involves an incident at an affiliate, regarding a different service than will be provided by HSHSNY under this contract and occurred before the relationship with the prime vendor was established. Therefore, in light of the HSHSNY's satisfactory performance on prior DOE contracts, the DOE determines the vendor to be responsible.

Hebrew Institute for the Deaf and Exceptional Children

A news article revealed that a November 2016 audit report by the New York State Comptroller's (NYS Comptroller) office identified \$774,122 of ineligible costs that the Hebrew Institute for the Deaf and Exceptional Children's (Hebrew Institute) reported on its Consolidated Fiscal Report (CFR) for the three year fiscal period ending June 30, 2014. The NYS Comptroller recommended that the New York State Education Department (NYSED) review the disallowances and the costs reported, adjust the tuition reimbursement rate as necessary and work with Hebrew Institute to ensure that costs reported on future CFRs comply with the requirements in the Reimbursable Cost Manual. NYSED advised that all recommendations outlined in the reports are being

addressed and while it has recalculated the tuition rates based on the audit's findings, final approval by NYSED is pending.

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

Highbridge Advisory Council Family Services, Inc.

- In 2004, the New York State Comptroller (NYS Comptroller) audited the Highbridge Advisory Council Family Services Inc.'s (Highbridge) preschool special education services provided to the DOE for the two-year period ending June 30, 2001 and found that \$2.5 million of the expenses included on their Consolidated Financial Report were not in compliance with the provisions governing reportable expenses. Additionally, the NYS Comptroller found that the methodology used to calculate full-time equivalent enrollment was not consistent with the one prescribed by the New York State Education Department (NYSED).
- In 2009, the NYS Comptroller completed an audit on the subsequent years of Highbridge's preschool special education services and found an additional \$4,017,410.91 of disallowed expenses. Highbridge executed an installment agreement beginning in July 2009, resulting in a monthly reduction of \$20,000.
- In 2013, the NYS Comptroller conducted an additional audit for FY 2007-2011 on Highbridge's preschool special education services, and found that \$390,338.86 of its expenses were disallowed. Highbridge executed a second installment agreement beginning in April 2013 resulting in a second monthly reduction of \$4,066.

The vendor is current with its payments on both installment agreements and the total amount left to pay is \$2,087,251.44.

In light of the fact that the vendor has addressed this matter and is remitting payment, the DOE finds the vendor to be responsible.

Jewish Community Center of Staten Island, Inc.

A review of Jewish Community Center of Staten Island Inc.'s (JCCSI) PASSPort submission revealed the following information:

- JCCSI received a poor performance evaluation from the New York City Department of Youth and Community Development (DYCD) for the period ending June 30, 2017 because it failed to enter data in a timely manner and to maintain the required Average Daily Attendance (ADA) and outcome expectations for its Adolescent Literacy program. As a result, JCCSI was placed on a Corrective Action Plan (CAP). DYCD indicated that the vendor complied with all requirements and the CAP was subsequently closed out. In the past three years JCCSI has received one excellent, three good, and four satisfactory performance evaluations from DYCD on other contracts.

In light of the above satisfactory resolution, the DOE determines the vendor to be responsible.

Kings Bay YM-YWHA, Inc.

Numerous news articles revealed that on October 7, 2014, Kings Bay YM-YWHA, Inc.'s (Kings Bay) Executive Director (ED) was involved in an incident outside Barclays Center. After a woman alleged that she was hit and a Palestinian flag in her possession was taken by a member of the group that the ED was with, the ED was assaulted by a member of the woman's group. The person who harmed the ED was charged with a hate crime and in 2017, received two years' probation and a five year Order of Protection was issued by the court.

As the ED was the victim in the above matter and in light of the vendor's satisfactory performance on prior DOE contracts, the DOE determines the vendor to be responsible.

KOG Industries, Inc.

A review of the PASSPort submissions from KOG Industries, Inc. (KOG Industries) and its affiliates revealed the following self-reported cautions relating to affiliate TT of NYC LLC (TT of NYC):

- From 2016 to 2018, affiliate TT of NYC was found to be in violation of regulatory provisions by the New York City Department of Education (DOE) and the New York City Department of Health and Mental Hygiene (DOHMH). The vendor advised that all violations were corrected and the fines were paid.
- On July 26, 2018, the DOE found affiliate TT of NYC to be a non-responsible vendor due to inadequate staff to student ratios, operating without a valid DOHMH Day Care Services permit, and lack of proper staff certifications and clearances, such as with the State Central Registry for Child Abuse and Maltreatment (SCR).

Not only does TT of NYC does not have current contracts with the DOE, the vendor has advised that TT of NYC is in the process of being dissolved.

In light of the fact that KOG Industries will be providing the services under this contract, and has performed satisfactorily on prior DOE work, the DOE determines the vendor to be responsible.

Lutheran Social Services of Metropolitan NY, Inc.

A review of Lutheran Social Services of Metropolitan NY Inc.'s (LSSMNY) and its affiliates' PASSPort submissions revealed the following agency reported caution:

- LSSMNY and its affiliates were subject to 32 investigations by various governmental agencies including the National Labor Relations Board, New York State Division of Human Rights, New York State Justice Center, New York State Office of Children and Family Services, New York City Administration for Children's Services Office of Special Investigations, New York City Department of Health and Mental Hygiene, New York City Commission on Human Rights, and the United States Equal Employment Opportunity Commission. Of the 32 investigations, 27 were either closed without any adverse finding, dismissed, or were determined to be unfounded and 5 investigations that were not of significant adverse nature were settled, sustained, or sustained in part with fines ranging from \$200-\$3,200.

In light of the size of LSSMNY, which in FY 2018 generated \$39 million in revenue with 420 employees, its corrective actions regarding the matters above, the DOE determines LSSMNY to be responsible.

Nicholas Cardell Day Care Center, Inc.

A review of Nicholas Cardell Day Care Center, Inc.'s (Nicholas Cardell) PASSPort revealed the following information from the New York City Administration for Children's Services (ACS) Responsibility Determination (RD):

- Nicholas Cardell received a New York City Fire Department violation on its fire suppression system, a New York City Department of Health and Mental Hygiene violation for peeling paint, and a New York City Department of Buildings violation for non-labeled ER lights. The vendor advised that these issues were rectified as of 8/17/2017.

In light of the resolution of the matters above, the DOE determines the vendor to be responsible.

Northeast Bronx Day Care Center, Inc.

In November 2016, the Office of the New York State Comptroller (NYS Comptroller) released an audit of Northeast Bronx Day Care Center, Inc. (NBDCC), which was conducted as part of its standard review of special education programs. The audit found that over a three year fiscal period ending June 30, 2014, of \$17.1 million in costs reported, less than one percent, \$140,902, were for ineligible expenses. The NYS Comptroller recommended that the New York State Education Department (NYSED) disallow some costs submitted by NBDCC for reimbursement along with an adjustment to NBDCC's reimbursement rate. Further, the NYS Comptroller recommended that NYSED work with NBDCC to ensure future compliance with cost

reimbursable guidelines for these programs. NYSED has not yet reset the rates and therefore, at this time the DOE cannot determine if any monies are owed by NBDCC.

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

As the matters above have been satisfactorily addressed, the DOE determines the vendor to be responsible.

Northern Manhattan Perinatal Partnership

A review of Northern Manhattan Perinatal Partnership's (NMPP) PASSPort submission identified the following self-reported caution:

- In August 2016, a former employee of NMPP filed a complaint with the New York State Human Rights Division claiming unlawful discriminatory practices relating to his prior conviction record, gender discrimination, and retaliation based on disparate treatment. The employee was terminated due to inappropriate conduct, and court documentation shows that on January 03, 2018, the case was dismissed with a ruling in favor of NMPP.
- In 2016, the United States Attorney for the Southern District of New York (SDNY) and the New York City Department of Investigation (DOI) commenced an investigation of NMPP regarding allegations that NMPP executives gave themselves hundreds of thousands of dollars in bonuses. A report released by DOI in April 2017 found that between 2008 and 2015, several executive staff members of NMPP received improper bonuses without agency approval from the New York City Administration for Children's Services (ACS) and the New York City Department of Health and Mental Hygiene (DOHMH). The former Executive Director of NMPP, who was responsible for the improper bonus payments, severed his affiliation with NMPP in October 2015.
- In January 2018, after reviewing NMPP's budgets, ACS concluded that the vendor should repay \$60,000 for improper bonuses paid to executive staff members. NMPP is appealing that decision, and the appeal is ongoing. ACS also accepted NMPP's Corrective Action Plan (CAP) which implemented the following: new policies for the compensation of key employees, uploading of board meeting minutes to HHS Accelerator, requiring key employees to receive training at the Mayor's Office of Contract Services (MOCS) for capacity building and oversight, and providing a list of key employees reflecting their total compensation and the respective sources of compensation. ACS informed the DOE that NMPP has complied with the requirements of the CAP and its performance for the past three years has been satisfactory or better.

Additionally, the DOE is aware of the following:

- DOHMH advised the DOE that after the allegations were made in 2016, it conducted a special audit of NMPP's contract and while it did not identify improper compensation going to NMPP's executive staff, \$24,000 in other disallowances were found. In August 2017, DOHMH fully recouped the disallowance from NMPP.

In light of the resolution of the matters above, the DOE determines the vendor to be responsible.

Northside Center for Child Development, Inc.

A review of Northside Center for Child Development Inc.'s (Northside) PASSPort submission identified the following self-reported caution:

- In October 2014, Northside was audited by the New York City Department of Consumer Affairs (DCA) with regard to the New York City Earned Sick Time policy that began in April 2014. DCA's review of Northside's policies resulted in the execution of a consent order, dated April 13, 2015 requiring it to revise its paid sick leave policy and pay a \$1,500 penalty. DCA's Paid Sick Leave Division confirmed

that it has received the \$1,500 payment from Northside, and the vendor has provided the DOE with their updated policy documentation for paid sick leave. Furthermore, in January 2017, DCA determined Northside to be in compliance.

In light of Northside's corrective actions, the DOE determines the vendor to be responsible.

Phipps Neighborhoods, Inc.

A review of the PASSPort submissions for Phipps Neighborhood's, Inc. (PN) and its parent, Phipps Houses (PH), collectively revealed the following:

- Since 2012, PN and PH were subject to a total of 24 investigations listed by various agencies including the New York State Department of Human Rights (NYSDHR), the New York City Commission on Human Rights (NYCCHR), the New York Equal Employment Opportunities Commission (EEOC), and the Housing and Urban Development Fair Housing Office (HUD FHO).
 - There are a total of 14 NYSDHR investigations, all relating to discrimination based on color, religion, national origin, age or familial status. Of the 14 investigations, 13 were dismissed, one was closed finding the respondent to be in compliance and one was resolved by a Conciliation Agreement with no fine assessed.
 - There are a total of 5 NYCCHR investigations with 1 pending, all relating to discrimination based on gender, disability, and denial of reasonable accommodation. Of the 4 completed investigations, 3 were dismissed and the other investigation ended in a Conciliation Agreement with no fine assessed.
 - There are a total of 2 EEOC investigations related to discrimination based on status as a woman with childcare responsibilities and race. One was resolved by a Settlement Agreement for \$40,000 and the other investigation was dismissed.
 - There are a total of 2 HUD FHO investigations related to discrimination based on nationality, disability and denial of reasonable accommodation. One investigation was withdrawn and the other investigation had a Voluntary Compliance Agreement, with no fine assessed.

Additionally, PN self-disclosed the following unsatisfactory evaluation in PASSPort:

- PN received the evaluation from the Department of Youth and Community Development (DYCD) for the evaluation period ending June 2013 because of the vendor's inability to achieve required placements for its Work Innovation and Opportunity Act - Out of School Youth Program (OSY). A Corrective Action Plan (CAP) was submitted and accepted by DYCD. The vendor made improvements, met their registration goal of participants and participated in the Summer Youth Employment Program (SYEP) for the OSY component of the program. In addition, DYCD provided the vendor with technical assistance from the Workforce Professionals Institute. The OSY contract was renewed for an additional term 07/01/2013 – 06/30/2016, but in the first year of the renewal term (FY 2014), PN made the decision to withdraw and DYCD indicated that PN no longer provides services on DYCD's OSY Program. However, DYCD indicated that PN continues to contract with DYCD on other contracts.

PASSPort reports 5 poor evaluations for PN from DYCD for the evaluations period ending June 2016:

- Two evaluations pertain to the Adult Literacy Program for failure to meet enrollment and outcome expectations. DYCD indicated that the vendor failed to start the programs as scheduled and failed to inform DYCD of the schedule changes. As a result, a CAP was implemented and both programs remained under the CAP throughout the program year. DYCD indicated that the program has improved and received an overall "fair" for the period from July 1, 2016 to June 30, 2017.
- The third evaluation was due to outstanding compliance issues, low enrollment, low average daily attendance and staffing issues in PN's Immigrant Services ESOL/Civics Bronx Program. A CAP was implemented for FY16 and FY17 and the vendor received an overall "fair" rating for the period from July 1, 2016 to June 30, 2017.

- The fourth evaluation was due to failure to submit contractual documents in a timely manner, poor performance and low enrollment in PN's Out of School Time (OST) Transition to High School Renewal Program. A Work Improvement Plan (WIP) was implemented, which later escalated to a CAP. DYCD indicated that the vendor's OST Transition to High School Renewal contract ended June 30, 2016 and additional follow up was not required since the CAP was implemented towards the end of the contract term.
- The fifth evaluation pertained to their SONYC Center Based Bronx Program due to failure to meet the program's Rate of Participation, failure to fulfill the scope of services by operating activities according to the proposed work scope and activity schedule in the DYCD Online. Furthermore, PN experienced a delay in receiving their SACC license which caused retention issues within the program. However, DYCD indicated that subsequently the vendor was placed on a Work Improvement Plan (WIP) and made significant improvements and the program received an overall "fair" rating for the period July 1, 2016 to June 30, 2017.

In the past 3 years, PASSPort otherwise reports 37 performance evaluations for PN, of which, 25 are good and 12 satisfactory. Moreover, the vendor has received a satisfactory performance evaluation on prior DOE work.

As the investigations have either been closed, dismissed, settled or pending and while the poor performance ratings were for contracts involving services different from those to be provided under the DOE's contract, the vendor took corrective actions and its subsequent performance ratings from DYCD improved. Moreover, its performance on prior DOE contracts has been satisfactory. Accordingly, the DOE determines the vendor to be responsible.

Positive Beginnings, Inc.

A review of Positive Beginnings Inc.'s (Positive Beginnings) PASSPort submission identified the following self-reported caution:

- In 2018, Positive Beginnings received numerous health violations from the New York City Department of Health and Mental Hygiene (DOHMH) with fines ranging from \$200 to \$1,000. DOHMH has advised that all fines have been paid in full.

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

Queens County Educators for Tomorrow, Inc.

A review of Queens County Educators for Tomorrow's (QCET) PASSPort submission revealed the following information:

- QCET's audit for Fiscal Year (FY) 2016 revealed material weaknesses in its system of internal controls, which reflected that the Center's expenses exceeded revenue and it owed payroll taxes from FY 15. The issues were resolved, as subsequently, and QCET's FY 2017 audit did not identify any material weaknesses, nor did it report any deficiencies in internal controls.

In light of resolution of the matter above, the DOE determines the vendor to be responsible.

Samuel Field YM & YWHA, Inc.

A review of Samuel Field YM & YWHA's (Samuel Field) PASSPort revealed the following information from a prior New York City Department of Youth and Community (DYCD) Responsibility Determination (RD):

- A news article revealed that in May 2016 a disability discrimination lawsuit was filed against Samuel Field. The two parties reached a confidential settlement agreement and the case was discontinued with prejudice.

- A news article revealed that an individual filed a lawsuit against Samuel Field to recover damages for personal injuries. In July 31, 2012, the defendant was found negligent, but its negligence was not a substantial factor in causing the subjects accident, therefore the complaint was dismissed.
- A news article revealed that an individual filed a lawsuit against Samuel Field due to personal injuries sustained after a fall in a game of laser tag during a summer camp field trip. The summary judgement was denied based on the assumption of risk doctrine was unwarranted. Samuel Field advised that this matter was confidentially closed in 2013.
- A news article revealed that Samuel Field entered an action to recover damages for breach of contract and breach of fiduciary. Samuel Field filed the action against its former accountant alleging that it breached contractual and fiduciary duties by preparing misleading audit reports for the vendor for several years. Samuel Field advised that this matter was confidentially closed in 2018.

As the above all the matters have been resolved, the DOE determines the vendor to be responsible.

SCO Family of Services

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

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

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

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

Additionally, the DOE discovered the following information:

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

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

Sunnyside Community Services, Inc.

A review of Sunnyside Community Services Inc.'s (Sunnyside Community Services) PASSPort submission revealed the following self-reported caution:

- Two Sunnyside Community Services staff members delayed reporting alleged inappropriate conduct between two students on August 8, 2017. Sunnyside Community Services was providing services at a DOE school through a New York City Department of Youth and Community Development (DYCD) contract, and submitted a Corrective Action Plan (CAP) to the DOE which included staff retraining and revising policies regarding cell-phones and supervision, among other actions. The DOE accepted the CAP, the individuals at issue have since been cleared again, and DYCD has confirmed that no incidents of this nature have reoccurred.

PASSPort revealed the following information from the New York City Department of Health and Mental Hygiene's Responsibility Determination (RD) for Sunnyside Community Services:

- A January 2020 news article revealed a lawsuit was filed against Sunnyside Community Services and its affiliate in 2014 for unpaid overtime. In 2014, a settlement was reached and signed by the plaintiff, however, the plaintiff filed a stipulation of discontinuance and the case has been dismissed without prejudice.

PASSPort revealed the following information from the New York City Human Resource Administration's (HRA) RD for affiliate Sunnyside Home Care Project, Inc. (Sunnyside Home Care Project):

- An April 5, 2017 audit revealed several items that Sunnyside Home Care Project needed to address with respect to its HRA contract. Specifically, Sunnyside Home Care Project was incorrectly implementing shift policies and misunderstanding and misapplying program funds. The vendor has since updated its shift policy, adhered to the regulations concerning the use of funds, and has made restitution.

The DOE is also aware of the following news article:

- A January 20, 2020 news article revealed that a building housing Sunnyside Community Services was shut down after a chunk of concrete fell from its façade. The New York City Department of Buildings (DOB) issued a violation to the building's owner for failure to maintain the building. Sunnyside Community Services advised that the building owner responded to DOB, and confirmed that the evacuation order was lifted by DOB on January 23, 2020.

As the matters above have been satisfactorily addressed, the DOE determines the vendor to be responsible.

The Children's Aid Society

A review of The Children's Aid Society's (CAS) PASSPort submission identified the following self-reported caution:

- The Children's Aid Society (CAS) received a subpoena requesting documents pertaining to all persons/families receiving homemaker services from a CAS employee. The employee was charged with conspiracy to commit child pornography on July 24, 2013, and CAS terminated her employment the same day. CAS cooperated with the FBI's investigation of the employee and reports that the FBI informed CAS that it is not a target of the investigation. The employee eventually entered a guilty plea to conspiracy to sexually exploit children and was imprisoned.

PASSPort revealed the following information from the New York City Administration for Children's Services' (ACS) Responsibility Determination (RD):

- A 2011 news article reported that parents of a CAS nursery school at the Philip Coltoff Center in Greenwich Village filed a suit against CAS to prevent the closure of the school and the selling of its property. The vendor advised that according to its records, the matter did not result in actual litigation and the property was sold with CAS moving its operations to other neighborhoods with more limited resources.
- An April 2014 news article reported that a former CAS employee filed an age discrimination lawsuit against CAS. In March 2015, the suit was dismissed voluntarily by the plaintiff without costs to either party.

The DOE is also aware of the following:

- A negligence claim was filed against CAS after a student was injured during an after-school film class run by CAS in October 2016. The DOE and the City of New York were cited in this lawsuit and the outcome is pending.
- A report by the New York City Special Commissioner of Investigation (SCI) dated April 17, 2015, substantiated that a 25-year-old counselor employed by the CAS had contact with two 13-year-old female students on two social media applications. The individual is no longer employed by CAS and SCI made no recommendations regarding CAS.

In light of the resolution or pending status of the matters reported above, and the vendor's satisfactory performance on prior DOE contracts, the DOE determines CAS to be responsible.

The Educational Alliance, Inc.

A review of The Educational Alliance Inc.'s (TEA) PASSPort submission reveals the following caution:

- In 2012, TEA's Director of Facilities was convicted of a felony when he pled guilty to two counts of grand larceny for stealing two laptops from the company. TEA advised that as soon as it learned of the theft of the company property, staff contacted the police and the individual's employment was terminated.

PASSPort also reveals the following information:

- TEA disclosed that its Federal Single Audit audits for Fiscal Year (FY) 2015 revealed material weaknesses in its system of internal controls. The vendor indicated that it focused significant resources on strengthening its internal controls, including hiring a grants and compliance manager. As a result, TEA's FY 2016 single audit did not identify any deficiencies in internal controls, nor did it report any material weaknesses.

The DOE is also aware of the following:

- In May 2018, a parent reported to a TEA employee an incident related to sexual contact and inappropriate communication between a TEA staff member and his/her child through social media and text messages. The staff member was terminated from TEA on May 14, 2018 and arrested in January 2019. The New York City Department of Youth and Community Development (DYCD) requested a Corrective Action Plan (CAP) as TEA had not adhered to DYCD's reporting policies. The CAP required all (new and current) TEA staff to attend training for reporting incidents including child abuse and prevention, sexual harassment, and social media infractions. In addition, DYCD recommended the termination of the Program Director, who ultimately resigned, and the staff completed the aforementioned training. Further, DYCD advises that we can consider the vendor to be in compliance with the CAP because of DYCD's most recent Responsibility Determination dated February 8, 2019.
- On October 3, 2017, the New York City Comptroller (NYC Comptroller) released a report concerning an unannounced management audit of TEA as part of its review of New York City contractors to confirm compliance with relevant statutes and regulations. The audit found that the Statewide Central Register of Child Abuse and Maltreatment (SCR) clearances for numerous individuals either were obtained late or not received. Recommendations included that TEA ensure all personnel receive required SCR clearances before they start to work or their existing clearances lapse, and that work addresses for all personnel be provided to the SCR. Further recommendations included proper maintenance and locations of personnel files. TEA agreed with the audit recommendations, which included implementing a new workforce software program. The CAP was submitted to the NYC Comptroller in October 2018, and the NYC Comptroller advised that the vendor has implemented all recommendations and the CAP is no longer in effect.

In light of TEA's corrective actions, the DOE determines the vendor to be responsible.

The Friends of Crown Heights Educational Center

PASSPort reports the following two performance evaluations for Friends of Crown Heights Educational Center (FOCHEC), one of which is reported as a caution:

- FOCHEC received a poor performance evaluation for the period ending June 2017, relating to issues dating back to 2015 and 2016, for which the vendor also received a poor, as well as an unsatisfactory evaluation, respectively. Such issues included a failure to meet the required rate of participation requirements in its Out-of-School Time (OST) Middle School Expansion Program. The New York City Department of Youth and Community Development (DYCD) advised that the vendor provided a corrective action plan (CAP), and is being closely monitored.

In the past three years, FOCHEC has received one good, and three satisfactory performance evaluations from DYCD on other contracts.

Accordingly, the DOE determines the vendor to be responsible.

The Greater Ridgewood Youth Council, Inc.

PASSPort reports one poor evaluation for the The Greater Ridgewood Youth Council, Inc. (Greater Ridgewood) Comprehensive Afterschool Services program from the New York City Department of Youth and Community Development (DYCD) for the evaluation period ending June 2016. Greater Ridgewood failed to meet the contract's required Rate of Participation (ROP) and did not achieve full contract enrollment for the school year. The vendor requested, and DYCD approved, a slot decrease. DYCD advised that the vendor received an overall satisfactory performance evaluation for the following year.

In the past three years, PASSPort otherwise reports 26 performance evaluation for Greater Ridgewood, of which one was excellent, 22 were good, and three were satisfactory. Additionally, since the last poor evaluation from DYCD, Greater Ridgewood has received four good evaluations and one satisfactory evaluation from DYCD on other contracts.

As the performance rating was for contracts involving services that are different, and its performance on prior DOE contracts has been satisfactory, the vendor is determined to be responsible.

The Guild for Exceptional Children, Inc.

A review of The Guild for Exceptional Children, Inc.'s (The Guild) PASSPort submission revealed the following information from the New York City Department of Health and Mental Hygiene's (DOHMH) responsibility determination (RD):

- On January 14, 2019, The Guild reported five substantiated cases of client abuse or neglect within the prior twelve month period. All cases were closed and the staff members involved were terminated, or re-trained and disciplined.

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

The Hudson Guild

The Hudson Guild (Hudson Guild) PASSPort submission contains the following caution information:

- From 2013 to 2018, Hudson Guild was investigated by the United States Equal Employment Opportunity Commission (EEOC) and the United States National Labor Relations Board (NLRB). It also has an ongoing civil matter pending before the Supreme Court of New York State and the New York City Civil Court (NYC Civil Court).
 - On May 11, 2018, a parent filed a civil complaint against Hudson Guild in the Supreme Court of New York State alleging that failure to maintain the premises of PS 191 resulted in her middle school aged child being injured in the school gym. This matter is currently pending.
 - On October 10, 2017, Hudson Guild was the subject of a NYC Civil Court complaint by an assistant teacher alleging wrongful termination based on religious discrimination and harassment. This matter is currently pending.
 - On July 23, 2015, Hudson Guild was the subject of NLRB charges alleging unfair labor practices. In September 2015, the NLRB dismissed the charges.
 - On July 9, 2015, Hudson Guild was subject of an EEOC petition related to a claim by a male teacher alleging gender discrimination. The EEOC Petition was dismissed on July 13, 2015. Subsequently, the individual filed a complaint with the Eastern District of New York and in April 2016, the matter was resolved by a settlement of \$18,500, with no admission of any wrongdoing by Hudson Guild.
 - On January 16, 2013, Hudson Guild was the subject of an EEOC petition by a child care worker alleging retaliation by the vendor. In March 2015, the matter was resolved by a settlement of \$60,000, with no admission of any wrongdoing by Hudson Guild.

As these matters were resolved satisfactorily or are still pending, and in light of the vendor's satisfactory performance on prior DOE contracts, the vendor is determined to be responsible.

The Queens Borough Public Library

A review of Queens Borough Public Library's (QBPL) PASSPort submission reveals the following self-reported cautions:

- In July 2015, the NYC Comptroller issued an investigative report on the QBPL's former president and the former chief operating officer used their QBPL credit cards for approximately \$50,000 in personal and prohibited purchases during Fiscal Years 2012 through 2014. QBPL requested reimbursement of those credit card charges, but withdrew the request after the former president commenced a lawsuit in federal court in November 2015, for breach of his employment agreement, as well as the covenant of good faith and fair dealing implicit in such agreement. On November 7, 2016, QBPL executed a

settlement agreement with the former president and paid him \$1.5 million. A confidential settlement resolved the matter with the former chief operating officer on December 2, 2016.

- Since 2013 to present, QBPL has been investigated by various government agencies including: the New York City Council (NYC Council), New York City Comptroller (NYC Comptroller), the New York State Division of Human Rights (NYSDHR), the United States Department of Education Office of Civil Rights (USDOE OCR), the Equal Employment Opportunity Commission (EEOC), the New York City Commission on Human Rights (NYC CHR), the New York State Public Employment Relations Board (NYS PRB), the United States Attorney's Office (USAO), the Federal Bureau of Investigation (FBI) and the New York City Department of Investigation (DOI). The DOE has confirmed that of eighteen (18) investigations disclosed: 11 were dismissed, 1 resulted in no findings, 3 were settled confidentially, 1 resulted in summary judgment in QBPL's favor and 2 are pending.
- Since 2012 to present, QBPL has received ninety Environmental Control Board (ECB) violations from the New York City Fire Department (FDNY), the New York City Department of Buildings (DOB), the New York City Department of Environmental Protection (DEP), the New York City Department of Sanitation (DSNY) and the New York City Department of Health and Mental Hygiene (DOHMH). The vendor advises that all ninety violations have been closed, resulting in fines from \$100 to \$5,000.

QBPL also disclosed the following in PASSPort:

- An independent private audit was released on September 29, 2017, of QBPL's financial statements for the year ending June 30, 2017. The audit uncovered material weaknesses and deficiencies in QBPL's financial operations and made nine recommendations. QBPL agreed with the recommendations and made the appropriate changes.
- In July 2015, the NYC Comptroller issued an audit report concluding that QBPL failed to ensure that adequate financial controls were in place to properly allocate and expend its resources. As a result of the audit, the NYC Comptroller issued eight recommendations, seven of which have been fully implemented, including revisions of QBPL's policies and procedures to ensure proper oversight and proper use of its resources, revisions of W-2 forms to determine the value of any income not properly stated, and maintaining accurate records to support fund allocations and other financial and operational decisions. The one remaining recommendations regarding the installation of an automated timekeeping system is in the process of being implemented.

The matters reported above either are resolved or pending and in light of the vendor's size, which includes 62 branches throughout the borough of Queens, as well as its satisfactory performance on prior DOE contracts, the DOE determines the vendor to be responsible.

Tolentine Zeiser Community Life Center, Inc.

A review of Tolentine Zeiser Community Life Center, Inc.'s (TZ) PASSPort submission revealed the following self-reported caution:

- On July 3, 2018, a child was left unattended at a park. The TZ Education Director reported the incident to the New York City Department of Health and Mental Hygiene (DOHMH), the New York City Police Department, and the New York City Administration for Children's Services (ACS). As a result, TZ's center was closed and its permit was suspended on July 9, 2018. Subsequently, TZ submitted to DOHMH a Corrective Action Plan (CAP) while the investigation was ongoing. DOHMH confirmed that on August 14, 2018 the CAP was approved and on August 23, 2018, the site was reopened.

The ACS Responsibility Determination (RD) in PASSPort also revealed the following information:

- In 2014, ACS audited TZ's Early Learn program after the New York City Department of Investigations (DOI) referred an allegation of misuse of funds by an employee. The audit did not find any "glaring discrepancies" in its financial operation, however it identified problems related to unclear agency structure, inadequate operational guidelines, insufficient review of Board minutes, and issues with

personnel procedures concerning overtime and salary. ACS advised the DOE that it is satisfied with the changes TZ made to address these concerns.

- The New York City Department of Buildings (DOB) website uncovered building violations for TZ. TZ is working diligently to remediate all violations in a timely matter.

As the matters above have either been resolved or are pending, and in light of the TZ's satisfactory performance on its prior DOE work, the vendor is determined to be responsible.

United Cerebral Palsy of New York City Inc.

In 2018, the Office of the New York State Comptroller (NYS Comptroller) released an audit of United Cerebral Palsy of New York City, Inc. (UCP NYC) DBA ADAPT Community Network's reimbursable costs for its New York State Education Department (NYSED) Special Education programs for fiscal years 2014 and 2015. The audit uncovered \$5,418,457 of ineligible costs that UCP NYC reported on its Consolidated Fiscal Report (CFR), recommended that NYSED review the disallowances and the costs reported and adjust the tuition reimbursement rate as necessary. Additionally, the NYS Comptroller recommended that NYSED work with UCP NYC to ensure that costs reported on future CFRs comply with the requirements in the Reimbursable Cost Manual. UCP NYC and NYSED advised that all recommendations outlined in the report are being addressed, and the review of the disallowances and its impact on the tuition rate is ongoing.

News reports from September 2018 and June 2017 revealed two lawsuits against UCP NYC relating to denial of an employee's medical leave and alleging violations of the Americans with Disabilities Act. The vendor advised that the matters were settled via a confidential agreement.

In March 2017, NYS Comptroller released an audit of affiliate, The New York League for Early Learning, Inc. (NYLEL), which was conducted as part of its regular review of special education programs. The audit found that over a three year fiscal period ending June 30, 2014, of \$138 million in costs reported, \$5.77 million were ineligible expenses. The NYS Comptroller recommended that NYSED disallow some costs submitted by NYLEL for reimbursement along with an adjustment to NYLEL's reimbursement rate, which will enable the New York City Department of Education (DOE) to seek repayment for any overpayments. Further, the NYS Comptroller recommended that NYSED work with NYLEL to ensure future compliance with cost reimbursable guidelines for these programs. NYLEL is challenging the audit findings through litigation and as a result, NYSED has not yet reset the rates. Therefore, at this time, the DOE cannot take any action.

As the matters above are pending, and in light of the vendor's satisfactory performance on prior DOE contracts, the DOE determines the vendor responsible.

Yeled V'Yalda Early Childhood Center Inc.

A review of Yeled V'Yalda Early Childhood Center Inc.'s (YVYECC) PASSPort submission identified the following self-reported caution:

- In January 2016, the New York City Department of Investigation (DOI) conducted an investigation at one of YVYECC's Brooklyn sites regarding the possession of a fraudulent medical form for the site's Educational Director. DOI substantiated that the medical form was fraudulent and recommended their findings to the New York City Department of Health and Mental Hygiene (DOHMH). YVYECC appealed the decision with the Office of Administrative Trials and Hearing (OATH) and in August 2016, YVYECC's violations were dismissed on the merits at the OATH hearing.

Additionally, the DOE is aware of the following:

- A December 31, 2015 New York State Comptroller's (NYS Comptroller) audit found that YVYECC claimed approximately \$3 million in ineligible expenses for reimbursement over a three year period ending June 30, 2014. The NYS Comptroller recommended that the New York State Education Department (NYSED) review the audit's recommended disallowances and recoup the money through adjustments to YVYECC's reimbursement rates. NYSED advises that revised rates have not yet been

approved. Once NYSED does so, the DOE will use the revised rate to determine the amount that needs to be recovered from the vendor.

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

[Yeshivath Kehilath Yakov, Inc.](#)

A review of Yeshivath Kehilath Yakov, Inc.'s (YKY) PASSPort submission revealed the following caution:

- In 2017, YKY received an unsatisfactory performance evaluation from the New York State Department of Health (NYS DOH) for failure to operate the program in conformance with the performance standards regarding financial and program accountability in its Child and Adult Care Food Program (CACFP). YKY submitted a Corrective Action Plan (CAP) which was accepted by the NYS DOH, and which YKY has since implemented. NYS DOH advised that YKY has made improvements, and the CACFP continues to monitor the vendor to ensure compliance with federal regulations.

The DOE is also aware of the following information:

- A March 2019 news report revealed a measles outbreak at a YKY school. The New York City Department of Health and Mental Hygiene (DOHMH) confirmed that the outbreak did not occur at any of the DOE sites and the DOE sites do not have any record of immunization violations within the past year.

As YKY is addressing the CACFP matter cited above and has no open DOHMH violations, the vendor is determined to be responsible.

Request for Authorization to Extend a Contract with Klearview Appliance Corporation for Window Air Conditioners

Procurement Method: Contract Extension per DOE Procurement Policy and Procedures, Section 4-07(b)

Estimated Highest Annual Amount: \$4,197,411

Estimated Total Amount: \$4,197,411

Funding Source: Tax Levy

Contract Retroactive? No

Contract Term: 7/1/20 – 6/30/21

Options: None **Options Amount:** None

Contract Type: Requirements

RA Number: 8673

Vendor Name: Klearview Appliance Corporation

Vendor Address: 3707 Nostrand Avenue, Brooklyn, NY 11235

Contract Manager: Eric Basson, Director of Data Analysis, Division of School Facilities

Lead Contracting Officer: Andrea Black, Director, School-Based Procurement

Division of Contracts and Purchasing Contact: Victor Wills, Procurement Analyst, School-Based Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization to extend Klearview Appliance Corporation’s (“Klearview”) contract for an additional one year to provide window air conditioners (“AC”) to DOE schools and central offices. The contract will be utilized on an as needed basis. Funding will be provided by individual schools and central office budgets as needed.

Discussion

Klearview was originally awarded a five-year contract pursuant to a Request for Bids (“RFB”) issued by the DOE for window ACs. In accordance with contractual language, the DOE exercised its 180-day option to extend, and then processed a 4-07(a) extension in accordance with the Procurement Policy and Procedures (“PPP”) for one year to June 30, 2020.

A new solicitation was released in 2019; however, the DOE elected to cancel the bid without making an award to revise the specifications and expand award opportunities. The revised solicitation was released in 2020 but has been postponed due to the ongoing COVID-19 pandemic. As a result, an award will not be made prior to the extension expiration date.

An additional year is being sought to ensure that schools and central offices have access to purchase and continue to maintain existing AC units. Once a contract is approved and registered under the new solicitation, this proposed extension will be terminated.

In this extension, AC unit prices will be adjusted to offset increases over the past six years. A cost price analysis was conducted and findings have determined that: Klearview's pricing has increased 5.3% to 8.7% since its last competitive price submission in the canceled July 2019 Bid B3222 for Window Air Conditioners. Klearview explained this increase was attributable to the one-year term of this extension, which results in the loss of the economies of scale accrued from the bid's original five-year term. The economies of scale unavailable due to the shorter term were described by the vendor as including longer term lease agreements for warehouses, shop spaces, trucks, and other equipment, along with the ability to assure staff of stable employment for at least the next five years. Accordingly, pricing is determined to be fair and reasonable.

Excluding the price increase stated above, the underlying contract terms' and conditions remains the same, aside from the incorporation of the amended language reference in the Chancellor's extension as it relates to safety regulations.

DSF has determined that the vendor have performed satisfactorily service and anticipate they will continue to do so.

The estimated extension amount is based on actual usage over the course of the contract term.

The Chancellor's Committee of Contracts approved this contract extension with Klearview Appliance Corporation on May 27, 2020.

Vendor Responsibility

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

Request for Authorization for an Emergency Contract with Education Training and Research Associates to Provide COVID-19-related Online Curriculum and Resource Access Services for Health Education

Procurement Method: Emergency Contract per DOE Procurement Policy and Procedures, Section 3-09

Estimated Contract Amount: Not to exceed \$79,920

Funding Source: Tax Levy

Contract Retroactive? Yes

Contract Term: 04/28/2020 – 6/30/2020

Options: One 2 Month Period

Options Amount: None

Contract Type: Requirements

RA Number: 8731

Vendor Name: Education Training and Research Associates, 100 Enterprise Way, Suite G300, Scotts Valley, CA 95066

Contract Manager: Jeremy Walter, Senior Director, Office of School Wellness Programs

Lead Contracting Officer: Jeremy Walter, Senior Director, Office of School Wellness Programs

Division of Contracts and Purchasing Contact: Joy Gentolia, Director, Instructional Service Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization on to enter into an emergency contract with Education Training and Research Associates (“ETR”) in accordance with the DOE Procurement Policy and Procedures, section 3-09, to provide medically accurate, age-appropriate online health Education curriculum and resources for school staff related to COVID-19.

Discussion

Given the need for immediate assistance with long-term and short-term Health Education curriculum and resources in response to the COVID-19 public health crisis, pursuant to Section 2590-g(9) and Section 2590-h(36) of the New York State Education Law, Chancellor Richard A. Carranza issued a Declaration that the immediate implementation of a contract with ETR for implementation of a necessary service to ensure the health, safety, and general welfare of Department students.

Accordingly, the Senior Executive Director of the Division of Contracts and Purchasing declared an emergency procurement to enter into a contract with ETR to furnish online access for Health Education curriculum and resources.

ETR was previously awarded a listing application for Health Education materials which are currently the recommended curricula (“HealthSmart”) being utilized on behalf of the Office of School Wellness Programs for the provision of mandated, developmentally appropriate K-12 Health Education instruction. This procurement will enable access to the digital online versions of the material.

Given their capacity, expertise, and ability to perform the required work in the needed timeframe, and begin work immediately, ETR was determined to be the best suited provider for the critically needed emergency service that supports remote learning.

The vendor will waive its standard subscription costs for its digital HealthSmart Digital curriculum, which after accounting for the 3,799 educators that will access the digital materials for four months of use, reflects a pro-rated list price of \$1,006,241.13. Instead, ETR will limit the charge to the DOE to \$79,920, which covers its cost to develop, scale up and onboard 3,799 users into its digital system and provide support.

Accordingly, pricing is determined to be fair and reasonable.

Vendor Responsibility

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



Richard A. Carranza, Chancellor

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

I, Richard Carranza, Chancellor of the New York City Department of Education (“DOE”), pursuant to Section 2590-g(9) and Section 2590-h(36) of the New York State Education Law, do hereby determine that immediate implementation of a contract with Education Training and Research Associates (“ETR”), dated as of the signature date set forth below, is necessary for the implementation of a necessary service for the general welfare of Department students. This emergency declaration shall be effective as of the signature date set forth below until June 30, 2020 or as necessary to respond to the COVID-19 public health crisis. The Department will submit the contract to the Panel for Education Policy (the “Panel”) for approval within sixty days of this declaration.

The DOE Office of School Wellness Programs requires immediate assistance with online access to HealthSmart resources for teachers providing health education instruction, who do not have access to hard copy materials, to remotely access and use instructional materials during the COVID-19 public health crisis, to ensure the health, safety or welfare of public school children during this crisis. Accordingly, the Executive Director of the Division of Contracts and Purchasing declared an emergency procurement to enter into a website access contract with ETR. The pricing for ETR is not to exceed \$79,920. The pricing will provide support services for the website, but would waive subscription fees otherwise normally charged to access the website content.

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

Also recognizing that emergency circumstances will sometimes require the DOE to act before there has been enough time to file a contract(s) with the Comptroller of the City of New York and for the said Comptroller to register the contract(s), Section 2590-h(36)(a)(x) of the Education Law authorizes me to create “a process for emergency procurement in the case of an unforeseen danger to life, safety, property or a necessary service provided that such procurement shall be made with such competition as is practicable under the circumstances and that a written determination of the basis for the emergency procurement shall be required and filed with the comptroller of the city of New York when such emergency contract is filed with such comptroller.” Furthermore, Section 2590-h(36)(e) provides that “[t]he requirements of paragraphs (c) and (d) of this subdivision [requiring registration of contracts by the Comptroller of the City of New York] shall not apply to an emergency contract awarded pursuant to subparagraph (x) of paragraph (a) of this subdivision, provided that the chancellor shall comply with the requirements of paragraphs (c) and (d) of this subdivision as soon as practicable.” In accordance with these provisions, I have determined that it is necessary to implement the contract referenced herein prior to registration by the New York City Comptroller.

Dated: April 28, 2020

/s/ Richard A. Carranza

Richard A. Carranza

Request for Authorization to Contract with Prutech Solutions, Inc. for Support Services for Remote Learning

Procurement Method: Emergency Contract per DOE Procurement Policy and Procedures, Section 3-09

Estimated Amount: \$4,942,806.68

Funding Source: Tax Levy

Contract Retroactive? Yes

Contract Term: 5/14/20 – 8/31/20

Options: None **Options Amount:** None

Contract Type: Full Value

RA Number: 8738

Vendor Name: Prutech Solutions, Inc.

Vendor Address: 555 US Highway 1 South, Iselin, NJ 08830

Contract Manager: Keli McCain John, Sr. Analyst, Division of Instructional and Information Technology

Lead Contracting Officer: Nadia Molinari, Director, Division of Instructional and Information Technology

Division of Contracts and Purchasing Contact: TaRel Hardy, IT Procurement Manager, Technology Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization to perform an emergency amendment to the contract with Prutech Solutions, Inc. (“Prutech”), on the behalf of the Division of Instructional and Information Technology (“DIIT”), for the provision of additional services to support remote learning for New York City (“NYC”) public school students.

Discussion

The sudden onset and extreme urgency of the COVID-19 health crisis in New York has led to a critical need to close all NYC schools and offer remote learning opportunities to students. As a result, DOE required immediate assistance to perform application development and related IT activities required to support the DOE’s remote instruction to ensure the health, general welfare, and safety of students during the COVID-19 health crisis.

As part of COVID-19 response and remote learning initiatives, the DOE requires Prutech to provide additional support with workstreams such as:

- Student Portal Development
- Cyber Security Audits
- Identity & Access Management
- Network Storage, and Cloud Engineering Services
- Data Gathering and Survey System

- STARS Remote Activity Management
- New York School Account Module Development
- Emergency Module Application Development

Prutech, a certified M/WBE, recently worked with the DOE to re-design the DOE's website and to provide services to support the Next Generation Network Capital Project. As a result, Prutech is able to understand DOE's technology landscape and provide skilled resources instantly in relevant technologies. The successful implementations of these projects were the key for DOE's reasoning in selecting Prutech to complete the work needed to support the current initiatives. Leveraging the existing partnership, the DOE determined Prutech equipped and capable for the provision of the required services, and that Prutech would be the best in meeting the DOE's current needs. Prutech proposed the following pricing:

PruTech's prices are consistent with the established rates under the United States General Service Administration ("GSA") contract #GS-35F-0426V, under which GSA determined prices to be fair and reasonable. Additionally, for some of the rates PruTech provided the DOE additional discounts up to 45% lower than GSA's contracted rates. Therefore, pricing has been determined to be fair and reasonable.

The contract is retroactive because it is an emergency and as such, it was implemented prior to approval by the Panel for Educational Policy.

Vendor Responsibility

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



Richard A. Carranza, Chancellor

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

I, Richard Carranza, Chancellor of the New York City Department of Education (“DOE”), pursuant to Section 2590-g(9) and Section 2590-h(36) of the New York State Education Law (“NYS Education Law”), on April 10, 2020, authorized a contract (the “Contract”) with Prutech Solutions, Inc. for an estimated amount of \$1,804,665.00 as necessary for the implementation of a necessary service for the general welfare of Department students. Pursuant to same NYS Education Law, I hereby authorize expanding the scope of the Contract to provide for the Additional Services defined below. This emergency declaration shall be effective as of date signed below and shall remain effective through August 31, 2020, or as necessary to respond to the COVID-19 public health crisis and the emergency closure of public schools. The Department will submit the Contract to the Panel for Education Policy (the “Panel”) for approval within sixty days of this declaration.

DOE requires immediate assistance with the following areas of work: (1) Student Portal Development, (2) Cyber Security Audits-Remote Learning Initiatives/Remote From Home Initiatives, (3) Identity & Access Management-Remote Learning Initiatives/Remote From Home Initiatives, (4) Network Storage and Cloud Engineering Services, (5) Data Gathering and Survey System, (6) STARS Remote Activity Management, (7) New York School Account Module Development and (8) Emergency Module Application (collectively, the “Additional Services”). The estimated cost for these Additional Services is \$4,942,806.68, and the estimated total cost for the Contract is \$6,747,471.68.

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

Also recognizing that emergency circumstances will sometimes require the DOE to act before there has been enough time to file a contract(s) with the Comptroller of the City of New York and for the said Comptroller to register the contract(s), Section 2590-h(36)(a)(x) of the Education Law authorizes me to create “a process for emergency procurement in the case of an unforeseen danger to life, safety, property or a necessary service provided that such procurement shall be made with such competition as is practicable under the circumstances and that a written determination of the basis for the emergency procurement shall be required and filed with the comptroller of the city of New York when such emergency contract is filed with such comptroller.” Furthermore, Section 2590-h(36)(e) provides that “[t]he requirements of paragraphs (c) and (d) of this subdivision [requiring registration of contracts by the Comptroller of the City of New York] shall not apply to an emergency contract awarded pursuant to subparagraph (x) of paragraph (a) of this subdivision, provided that the chancellor shall comply with the requirements of paragraphs (c) and (d) of this subdivision as soon as practicable.” In accordance with these provisions, I have determined that it is necessary to implement the contract referenced herein prior to registration by the New York City Comptroller.

Dated: 5/14/20

/s/ Richard A. Carranza

Richard A. Carranza

Request for Authorization to Contract with LE RU Multi Service Agency, LLC to Support Schools as Part of the Empire State After School Grant Program

Procurement Method: Vendor named in Grant per DOE Procurement Policy and Procedures, Section 1-03(b)

Estimated Highest Annual Amount: \$91,000

Estimated Total Amount: \$91,000

Funding Source: New York State Office of Children and Family Services (OCFS)

Contract Retroactive? Yes

Contract Term: 9/1/2019 -8/31/2020

Options: Three 1-Year

Options Amount: \$91,000/\$273,000

Contract Type: Full Value

RA Number: 8656

Vendor Name: LE RU Multi service agency, LLC

Vendor Address: 114-02 Guy R. Brewer Blvd, Suite #218, Jamaica, NY 11434

Contract Manager: Zachary Ott, Senior Operations Analyst, Office of Community Schools

Lead Contracting Officer: Christopher Caruso, Senior Executive Director, Office of Community Schools

Division of Contracts and Purchasing Contact: Kate Park, Procurement Analyst, Central Office Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

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

Discussion

The purpose of the Empire State After-school Program (ESAP) is to work in partnership with the DOE to implement quality after-school programs by providing all students with a broad range of educational, recreational, cultural, and age-appropriate activities in a safe environment. The contracted partner will provide activities to students that integrate learning from the school day with less formal learning and development experiences in the after-school environment. In collaboration with school leadership, the program will provide opportunities to learn, gain skills, create joy and have experiences that ignite curiosity to support discovery of passions and talents.

The following objectives are met through the ESAP:

The program, in coordination with the principal, teachers and students, will determine the focus, content and manner that engage participants in learning and a variety of enrichment and youth development services that reflect youth voice and choice. Activities will follow the evidence-based SAFE framework: activities will be sequenced, active, focused, and will have explicit learning

outcomes. Activities will reflect a balanced schedule of academic support, including tutoring and homework help, social/emotional learning, physical activity and wellness, and prevention services (e.g., anti-bullying and antiviolence activities).

Elementary students will receive programming 5 days per week 15 hours a week (allowing time for work and family responsibilities on the days when they do not attend).

The program will also consider student and parent input. They will engage in program design through meetings, surveys and other input methods created by the contracted partner.

The program will ensure the safety and health of all students by ensuring the program environment, including facilities and equipment, will be safe and secure, with systems in place to ensure only authorized staff can access the space and students. Careful supervision will be maintained at all times. Rules and norms will be established by staff and students and clearly communicated with all stakeholders, ensuring the program is free from violence, substances, weapons, etc. All food and drinks served will meet nutritional standards, and staff will be aware of student allergies used by School Foods.

Program staff will use a YouthServices account to track after-school program enrollment and attendance, tracking attendance and student participation, and updated on weekly basis starting first week of program.

These contracts are retroactive due to when DOE received notice of the grant awards from OCFS, and the time necessary to review the scope of work and budget details for these services.

A competitive sealed bid was not done for this procurement and contract for these services is necessary because the OCFS grants specifically named these vendors for the amounts stated below. To have services provided by another party would be contrary to the grants. Pricing for the contracted services was established as part of the grant submission and awards. The DOE has sole discretion to renew these contracts each year, and renewal will be contingent on future OCFS allocations.

Vendor Responsibility

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

Request for Authorization to Contract with LE RU Multi Service Agency, LLC to Provide Extended School Day Violence Prevention

Procurement Method: Vendor named in Grant per DOE Procurement Policy and Procedures, Section 1-03(b)

Estimated Highest Annual Amount: \$87,360

Estimated Total Amount: \$87,360

Funding Source: New York State Education Department (NYSED) as pass-through for U.S. Department of Education

Contract Retroactive? Yes

Contract Term: 9/1/2019 -8/31/2020

Options: Two 1-Year

Options Amount: \$87,360/\$174,720

Contract Type: Full Value

RA Number: 8690

Vendor Name: LE RU Multi service agency, LLC

Vendor Address: 114-02 Guy R. Brewer Blvd, Suite #218, Jamaica, NY 11434

Contract Manager: Zachary Ott, Senior Operations Analyst, Office of Community Schools

Lead Contracting Officer: Christopher Caruso, Senior Executive Director, Office of Community Schools

Division of Contracts and Purchasing Contact: Kate Park, Procurement Analyst, Central Office Procurement

Note: Any document referenced in this RA will be provided to PEP members upon request.

Purpose

The New York City Department of Education (“DOE”) hereby requests authorization on behalf of the Office of Community Schools (“OCS”) to contract with LE RU Multi service agency LLC (“LERU”) to provide Extended School Day Violence Prevention after-school services to students at PS 106, Queens, NY 11691.

Discussion

The LERU provides math intervention to grades 2 through 5 to raise their performance attainment of participating students. The second component of the service is the ELA intervention for grades 2 through 5. Using strategies embedded in Wilson Training and other unique programmatic qualifiers, the LERU seeks to grow the comprehension skills of students, to enhance skills in phonemic awareness, language conventions, narrative structuring and other composition factors.

LERU’s objectives are to:

1. Raise the functional competence of participating students.
2. Increase math comprehension by using shared strategies to increase comprehension
3. Raise fluency by 25%
4. Increase assessment speed and accuracy by 40%

To accomplish the stated goals, LERU will be implementing the A2IM program. The A2IM program provides specialized pedagogy to close academic gaps in the learning process and applies a specialized reverse instructional model to response to intervention. Students participating in the program are assigned by PS 106 internal Administration.

This contract is retroactive due to when DOE received notice of the grant award from the New York State Education Department (“NYSED”) and the time necessary to review the scope of work and budget details for these services.

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

Vendor Responsibility

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