



Robert P. Astorino  
County Executive

Department of Social Services

Kevin McGuire  
Commissioner

23457

**Date:** November 30, 2011

**To:** Board of Acquisition and Contract

**From:** Kevin McGuire  
Commissioner of Social Services

**Subject:** Authority to Award a Contract for Private Messenger Services to the Sole Bidder, Exclusive Delivery & Logistics LLC for the period January 1, 2012 through December 31, 2012 for an amount not to exceed \$39,497 to be paid pursuant to an approved budget with the County having the sole option to extend the contract for two additional one-year terms

Authority is requested to award a Contract for Private Messenger Services to support the administrative operations of the Department of Social Services ("DSS") to the sole Bidder, Exclusive Delivery & Logistics LLC for the period January 1, 2012 through December 31, 2012 for an amount not to exceed \$39,497 to be paid pursuant to an approved budget. Authority is also requested for the County to have the sole option to extend the contract for two additional one year terms on the same terms and conditions; provided, however, that for the second and third year of the contract, the not-to-exceed amount payable to the Contractor will be increased by 50% of the percentage, if any, that the Consumer Price Index in the month of September of the current contract year has increased over the C.P.I. in the month of September of the preceding year.

The Department used the following Newspaper (s) to advertise the solicitation of the bid to procure the above said service.

THE JOURNAL NEWS (Southern Edition)

Additionally, the bid document was also published on:

The Website of the Westchester County Department of Social Services

On November 30, 2011, one (1) bid was received and opened for a contract for Private Messenger Services to support DSS Administrative Operations. It was determined that Exclusive Delivery & Logistics LLC submitted the only bid for these services in the amount of \$39,497.

Exclusive Delivery & Logistics LLC will courier various documents and parcels between DSS's District Offices and its Central Office. The Central Office must receive these documents before it can process payments to its

public assistance customers. The proposed agreement would enable DSS to serve its customers more efficiently and in a timely fashion.

The goal and objective of using a messenger service is to provide a low cost alternative for transporting mail, boxes and interoffice correspondence between DSS district offices.

The goal and objective are in the best interest of the County as they are aimed at cutting the cost of providing messenger services by hiring an outside agency instead of hiring additional employees for the mail room to perform this service.

The goals and objectives will be monitored using the performance measurement indicators developed by the department and approved by the County Budget Office. The vendor will submit performance reports in the format approved by the Department. The messenger services will be monitored by the mailroom staff at the central and district offices for timeliness of delivery.

Exclusive Delivery & Logistics LLC performed satisfactory messenger work for the County in the past.

Accordingly, it is my recommendation that this contract be awarded to Exclusive Delivery & Logistics LLC. A resolution requesting the same is attached for your Honorable Board's approval.

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/29/2011 - JOMAR VIEIRA, SECRETARY

**RESOLUTION**

Upon a communication from the Commissioner of the Department of Social Services, be it hereby

**RESOLVED**, that a Contract for Private Messenger Services to support the administrative operations of the Department of Social Services be and is hereby awarded to the sole, responsible bidder, Exclusive Delivery & Logistics LLC for the period January 1, 2012 through December 31, 2012 for an amount not-to-exceed \$39,497 to be paid pursuant to an approved budget (the "Agreement"); and be it further

**RESOLVED**, that the County, at its sole option, may extend the term of the Agreement for up to two (2) additional one (1) year periods on the same terms and conditions; provided, however, that for the second and third year of the Agreement, the not-to-exceed amount payable to the Contractor will be increased by 50% of the percentage, if any, that the Consumer Price Index ("C.P.I.") in the month of September of the current contract year has increased over the C.P.I. in the month of September of the preceding year. Any such extension shall be subject to this Board's approval; and be it further

**RESOLVED**, that this Contract is subject to County Appropriations; and be it further

**RESOLVED**, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

**RESOLVED**, that the County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents necessary or appropriate to effectuate the purposes hereof.

Account to be Charged/Credited

	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2012	101	22	1000	4420	_____	\$39,497

Budget Funding Year(s): 2012                      Start Date: 01/01/12                      End Date: 12/31/12  
 (must match resolution)

Funding Source                      Tax Dollars: 29%  
    State Aid: 26%  
\$39,497                                      Federal Aid: 45%  
 (must match resolution)              Other \_\_\_\_\_