

60774

Date: January 12, 2018

To: The Honorable Board of Acquisition and Contract

From: Kenneth Jenkins  
Deputy County Executive

Re: Authority to amend a “short-form” contract with Martine Gourmet, Inc. for the provision of catering and food delivery services for the County Executive’s office for a term commencing on June 1, 2016 and continuing through May 31, 2017 for an amount not-to-exceed \$6,000, in order to retroactively extend the term of the Agreement through December 31, 2017.

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On March 20, 2017, the County of Westchester (“County”) entered into a “short-form” contract with Martine Gourmet, Inc. (“Martine”) for the provision of catering and food delivery services for the County Executive’s office for a term commencing on June 1, 2016 and continuing through May 31, 2017 for an amount not-to-exceed \$6,000, pursuant to approved rates (the “Agreement”).

Although the contract term expired on June 1, 2017, due to an administrative oversight, the County continued to order catering and food delivery services from Martine and Martine continued to provide such services to the County through December 31, 2017. In order to compensate Martine for additional services rendered, it will be necessary to retroactively extend the contract term for an additional seven (7) months, from June 1, 2017 through December 31, 2017.

It should be noted that of the \$6,000 authorized under the Agreement, only \$3,059.85 has thus far been expended. As such, there remain sufficient funds available to compensate Martine for the additional catering and food delivery services provided.

As your Honorable Board is aware, amendments to short-form contracts which result in increases which exceed the \$20,000 threshold for short-form contracts and/or term extensions beyond the one (1) year threshold, must first be approved by your Honorable Board. Since the term of the Agreement will now exceed the one-year threshold, the authority of your Honorable Board is required. Accordingly, authority is respectfully requested to amend the Agreement with Martine for the provision of catering and food delivery services for the County Executive’s office for a term commencing on June 1, 2016 and continuing through May 31, 2017 for an amount not-to-exceed

\$6,000, in order to retroactively extend the term thereof for seven (7) additional months, from June 1, 2017 through December 31, 2017, in order to be able to pay Martine for additional catering and food delivery services provided during that period.

In accordance with Section 5 of the County Procurement Policy, the County obtained three quotes from the following three (3) catering establishments: P&J Gourmet (Breakfast \$5.95 PP, Lunch \$8.95 PP, Dinner \$9.95 PP), Big City Gourmet (Breakfast \$6.50 PP, Lunch \$8.95 PP, Dinner \$14.95 PP) and Martine (Breakfast \$8.00 PP, Lunch \$10.95 PP, Dinner \$16.00 PP). The County elected to award a contract to each of the three establishments.

Except as otherwise specifically amended hereby, all other terms and conditions of the Agreement will remain in full force and effect.

This Agreement will serve a public purpose by allowing for more productive meetings and more efficient use of employee time which benefits County taxpayers.

Accordingly, your favorable action on the annexed Resolution is most respectfully urged and recommended.

KJ/DO/jpg  
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACTS 2/01/2018 - LISA WILKINS SECRETARY

**RESOLUTION**

Upon a communication from the Deputy County Executive, be it hereby

**RESOLVED**, that the County of Westchester is hereby authorized to amend a “short form” agreement with Martine Gourmet, Inc. (“Martine”) for the provision of catering and food delivery services for the County Executive’s office for a term commencing on June 1, 2016 and continuing through May 31, 2017 for an amount not-to-exceed \$6,000, payable at approved rates (the “Agreement”), in order to retroactively extend the term of the Agreement for an additional seven (7) months, from June 1, 2017 through December 31, 2017, in order to be able to compensate Martine for additional services provided during that period; and be it further

**RESOLVED**, that except as specifically amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect; and be it further

**RESOLVED**, that the County Attorney or his duly appointed designee be, and hereby is, authorized to take such action and execute such documents as may be necessary and proper to effect the purposes hereof.

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
					N/A

Budget Funding Year(s) 2016-2017 Start Date June 1, 2017 End Date December 31, 2017  
 (must match resolution)

Funding Source Tax Dollars \_\_\_\_\_  
 State Aid \_\_\_\_\_  
**\$ N/A** Federal Aid \_\_\_\_\_  
 (must match resolution) Other \_\_\_\_\_

APPROVED BOARD OF ACQUISITION CONTRACT # 01/2018 FROM THE COUNTY CLERK SECRETARY