

46475

TO: Board of Acquisition and Contract

FROM: Jay T. Pisco, P.E.
Commissioner of Public Works and Transportation

DATE: April 28, 2015

RE: Authority for the County of Westchester to enter into Agreement No. DOTOP03-15 with the New York State Industries for the Disabled, Inc. to provide Janitorial Services at the White Plains Bus Terminal, White Plains, New York, for a term May 1, 2015 through April 30, 2020, for an amount not to exceed \$733,749.31, payable pursuant to an approved budget and subject to appropriations; to approve Jawonio, Inc. as a subcontractor; and to exempt NYSID from the Performance and Payment Bond requirement.

Authority is requested for the County of Westchester to enter into an agreement with the New York State Industries for the Disabled, Inc. ("NYSID") for Janitorial Services at the White Plains Bus Terminal located at 85 North Lexington Avenue, White Plains, New York, for a term May 1, 2015 through April 30, 2020; to approve Jawonio, Inc. as a subcontractor, and to exempt NYSID from the Performance and Payment Bond requirement.

The agreement will be in an amount not to exceed \$733,749.31, payable pursuant to an approved budget and subject to appropriations which budget shall include a provision for potential prevailing wage rate increases on July 1st of each year of the Contract, should the New York State Department of Labor increase the prevailing wage rates to be paid herein and a provision for a possible increase for the cost of NYSID's supplies should the Consumer Price Index increase, as follows:

| | |
|-----------------------------------|---------------------|
| 05/01/15 – 12/31/15 Not to Exceed | \$ 91,149.55 |
| 01/01/16 – 12/31/16 Not to Exceed | \$141,949.92 |
| 01/01/17 – 12/31/17 Not to Exceed | \$146,675.58 |
| 01/01/18 – 12/31/18 Not to Exceed | \$150,208.42 |
| 01/01/19 – 12/31/19 Not to Exceed | \$153,030.64 |
| 01/01/20 – 04/30/20 Not to Exceed | <u>\$ 50,735.20</u> |
| Total Not to Exceed | \$733,749.31 |

The State of New York enacted legislation (State Finance Law § 162) which not only exempts the procurement of certain products and services from competitive procurement provisions, but also requires the County to give designated preferred sources an opportunity to provide these commodities or services. The exemption applies to the provision of janitorial services and NYSID is a preferred source.

NYSID is a non-profit organization established in 1976 by the New York State Commissioner of Education to act as the central coordinator for member organizations, which serve people with disabilities by making those organizations eligible for State contracts as preferred providers. As of today, approximately one hundred sixty six (166) organizations are certified for NYSID membership, and Jawonio, Inc., 260 North Little Tor Road, New City, New York 10956, is such a member agency.

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Agreement No. DOTOP03-15
New York State Industries for the Disabled, Inc. ("NYSID")
Janitorial Services at the White Plains Bus Terminal, White Plains, New York
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In accordance with, and pursuant to the provisions contained in State Finance Law § 162, the County notified NYSID describing the requirements of this contract, and NYSID submitted a notice of intent within the requisite ten (10) days to provide the services. The County has reviewed the information provided by NYSID and determined that the services are available in the "form, function and utility" required by the County.

Pursuant to State Finance Law § 162, the Commissioner of the New York State Office of General Services ("OGS") sets the fair market price for services and determines whether a proposed price is within fifteen percent (15%) of the fair market price. The County must utilize that preferred provider as long as the price for the services does not exceed fifteen percent (15%) of the fair market price for such services as determined by the OGS. Pursuant to State Finance Law § 162, OGS has approved the price herein and has determined that the fee to be paid under this contract is reasonable based on the applicable Prevailing Wage Schedule as set by the New York State Commissioner of Labor and taking into account the provisions of the Westchester County Living Wage Law.

NYSID will perform the janitorial services by utilizing Jawonio, Inc., as a subcontractor. The utilization of Jawonio, Inc. and the population it serves, individuals with disabilities, as a subcontractor on this contract, is precisely the arrangement that was envisioned when NYSID was set up and the preferred source procurement was adopted.

NYSID has provided services to the County for a number of years and currently has other contracts with the County. Accordingly, authority is requested to eliminate the requirement that NYSID provide a Performance and Payment Bond.

The goal and objective of this service is to obtain janitorial services for the White Plains Bus Terminal. These services are in the best interest of the County and the public by providing a clean and safe environment for passengers who use the Bee-Line Bus System. The daily work is detailed in the contract and a weekly inspection will be performed by Department personnel.

This contract will provide an environmental benefit through the utilization of "Green" cleaning products in accordance with Executive Order 2-2006.

Accordingly, authorization to award the contract for janitorial services to NYSID is requested. I recommend approval of the attached resolution.

JTP/DLV/dv
Attachment

RESOLUTION

Agreement No. DOTOP03-15

Upon a communication from the Commissioner of Public Works and Transportation, be it hereby

RESOLVED, that the County of Westchester is authorized to enter into Contract No. DOTOP03-15 with the New York State Industries for the Disabled, Inc. (“NYSID”) for Janitorial Services at the White Plains Bus Terminal located at 85 North Lexington Avenue, White Plains, New York, for a term May 1, 2015 through April 30, 2020; and be it further

RESOLVED, that NYSID shall be paid an amount not to exceed \$733,749.31, payable pursuant to an approved budget and subject to appropriations which budget shall include a provision for potential prevailing wage rate increases on July 1st of each year of the Contract, should the New York State Department of Labor increase the prevailing wage rates to be paid herein and a provision for a possible increase for the cost of NYSID’s supplies should the Consumer Price Index increase, as follows:

| | |
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| 05/01/15 – 12/31/15 Not to Exceed | \$ 91,149.55 |
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| 01/01/20 – 04/30/20 Not to Exceed | <u>\$ 50,735.20</u> |
| Total Not to Exceed | \$733,749.31 |

; and be it further

RESOLVED, that Jawonio, Inc., 260 North Little Tor Road, New City, New York 10956, is approved as a subcontractor; and be it further

RESOLVED, that a Performance and Payment Bond will not be required based on NYSID’s preferred source status and that NYSID has provided services to the County for a number of years and currently has other contracts with the County; and be it further

RESOLVED, that this Agreement 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 any 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

RESOLUTION

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

Agreement No. DOTOP03-15

| Account to be Charged/Credited | Fund | Dept. | Major Program, Program & Phase Or Unit | Object/ Sub Object | Trust Account | Dollars |
|--------------------------------|------|-------|--|--------------------|---------------|---------------------|
| | 101 | 44 | 2100 | 4380 | | \$ 91,149.55 (2015) |
| | 101 | 44 | 2100 | 4380 | | \$141,949.92 (2016) |
| | 101 | 44 | 2100 | 4380 | | \$146,675.58 (2017) |
| | 101 | 44 | 2100 | 4380 | | \$150,208.42 (2018) |
| | 101 | 44 | 2100 | 4380 | | \$153,030.64 (2019) |
| | 101 | 44 | 2100 | 4380 | | \$ 50,735.20 (2020) |

Budget Funding Year(s) 2015-2020 Start Date 05/01/15 End Date 04/30/20
 (must match resolution)

Funding Source: Tax Dollars 100% County Contractor Federal I.D. No./ Social Security No.: _____
 State Aid _____
\$733,749.31 Federal Aid _____ Vendor No.: _____
 (must match resolution) Other _____ Encumbrance No.: _____

APPROVED BOARD OF ACQUISITION & CONTRACTS - 05/21/2015 - JOMARY VIEIRA, SECRETARY