



George Latimer
County Executive

Department of Social Services

Kevin M. McGuire
Commissioner

73374

DATE: December 16, 2019

TO: Board of Acquisition and Contract

FROM: Kevin M. McGuire
Commissioner, Department of Social Services

SUBJECT: Authority to enter into an agreement with Westhab, Inc., pursuant to which it will operate the Coachman Family Center as a Tier II Shelter for Families, for the period from January 1, 2020 through December 31, 2021, with the County having the sole option to extend the term of the agreement for up to three (3) additional one (1) year periods thereafter.

Authority is requested for the County of Westchester (the "County") to enter into an agreement (the "Agreement") with Westhab, Inc. ("Westhab"), pursuant to which Westhab will operate the Coachman Family Center (the "CFC") as a Tier II Shelter for Families, as defined in 18 NYCRR Part 900, (a "Tier II Shelter") for the period from January 1, 2020 through December 31, 2021 (the "Initial Term"), with the County having the sole option to extend the term of the Agreement for up to three (3) additional one (1) year periods thereafter (each an "Option Term"), for the respective not-to-exceed amounts specified below and otherwise on the same terms as the Initial Term:

<u>Period</u>	<u>Not-To-Exceed Amount</u>
Initial Term – Year #1 (1/1/20 – 12/31/20)	\$4,456,032.00
Initial Term – Year #2 (1/1/21 – 12/31/21)	\$4,589,713.00
Option Term #1 (1/1/22 – 12/31/22)	\$4,727,405.00
Option Term #2 (1/1/23 – 12/31/23)	\$4,869,227.00
Option Term #3 (1/1/24 – 12/31/24)	\$5,015,304.00

On November 4, 2019, the County, acting by and through its Department of Social Services ("DSS"), issued a request for proposals that solicited proposals from vendors to provide the aforementioned services (the "RFP"). In response to the RFP, DSS received one (1)

proposal, which was from Westhab. DSS had several individuals review the proposal from the Westhab and evaluate it based upon the evaluation criteria specified in the RFP. DSS conducted an analysis of the budget for the proposed Agreement and found that it is reasonable. Based on DSS's review of the proposal from Westhab and Westhab's performance under previous contracts with the County, DSS is satisfied that it is a responsible vendor for these services.

Based upon the County receiving only one (1) proposal in response to the RFP, DSS made inquiries into the marketplace to determine the whether or not there is adequate competition of these services. DSS sent an inquiry to four (4) vendors that customarily providing such services or might otherwise possibly have an interest in providing the solicited services. One (1) such vendor did not reply to DSS's inquiry. The other three (3) vendors stated that they had seen the RFP and had, essentially, each made a business decision to not submit a proposal. Accordingly, the County has determined that, after the solicitation of a number of sources via the RFP, competition for the solicited services is inadequate. Therefore, pursuant to 2 C.F.R. 200.320(f)(4) and Section 13 of the Procurement Policy, the County can proceed with the proposed Agreement despite receiving only one (1) proposal in response to the RFP.

The proposed Agreement will serve a public purpose by providing the County with the services necessary to operate the CFC as a Tier II Shelter.

The goal and objective of the proposed Agreement is to provide the County with the services necessary to operate the CFC as a Tier II Shelter.

The goal and objective of the proposed Agreement is in the best interests of the County in terms of public health and safety, as the County having the services necessary to operate the CFC as a Tier II Shelter will ensure that the CFC can provide housing to eligible families, which will ultimately help ensure the health and safety of those families.

The goal and objective of the proposed Agreement will be tracked and monitored by the staff of DSS.

I respectfully recommend the adoption of the attached Resolution.

KMM/DK/bdm/nn

RESOLUTION

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

RESOLVED, that the County of Westchester (the “County”) is hereby authorized to enter into an agreement (the “Agreement”) with Westhab, Inc. (“Westhab”), pursuant to which Westhab will operate the Coachman Family Center as a Tier II Shelter for Families, as defined in 18 NYCRR Part 900, for the period from January 1, 2020 through December 31, 2021 (the “Initial Term”), with the County having the sole option to extend the term of the Agreement for up to three (3) additional one (1) year periods thereafter (each an “Option Term”), for the respective not-to-exceed amounts specified below and otherwise on the same terms as the Initial Term:

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Option Term #3 (1/1/24 – 12/31/24)	\$5,015,304.00

; 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

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this Resolution.

Account to be Charged/Credited

	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2020	101	22	8900	5850	-----	\$2,950,777
2020	101	22	8900	5860	-----	1,505,255
2021	101	22	8900	5850	-----	3,039,301
2021	101	22	8900	5860	-----	1,550,412

Budget Funding Year(s):2020-21
(must match resolution)

Start Date: 01/01/20

End Date: 12/31/21

		<u>5860</u>	<u>5850</u>
Funding Source	Tax Dollars:	71%	1%
	State Aid:	29%	0%
<u>\$9,045,745</u>	Federal Aid:	0%	99%
(must match resolution)	Other:		

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/19/2019 - USA MRJAJ SECRETARY