



George Latimer
County Executive

Department of Social Services

Leonard G. Townes
Commissioner

[85716]

DATE: May 18, 2021

TO: Board of Acquisition and Contract

FROM: Leonard G. Townes
Commissioner, Department of Social Services

SUBJECT: Authority for the County of Westchester (the "County") to exercise its third and final one-year option under an agreement with D. Gore Consulting, LLC, pursuant to which Mr. Gore agreed to provide consulting services for the operation, management, and coordination of the County's Homeless Management Information System, and therefore amend the agreement in order to, 1.) extend the term of the agreement from August 1, 2018 through July 31, 2021 to August 1, 2018 through July 31, 2022, and 2.) increase the not-to-exceed amount of the agreement by \$131,400.00, based upon a cost of \$10,700.00 per month, plus an additional amount for miscellaneous additional work, if needed, up to \$3,000.00, to a new amount not-to-exceed \$523,600.00, to pay for services to be rendered during the extended term.

By resolution approved on August 30, 2018, your Honorable Board authorized the County, acting by and through its Department of Social Services (the "Department"), to enter into an agreement with D. Gore Consulting, LLC ("Mr. Gore"), pursuant to which Mr. Gore was to provide consulting services for the operation, management, and coordination of the County's Homeless Management Information System ("HMIS"), for an amount not-to-exceed \$128,400.00, based upon a cost of \$10,700.00 per month, for the period from August 1, 2018 through July 31, 2019, with the County having the sole option to extend the term of the agreement for up to three (3) additional one (1) year periods on the same terms and conditions (the "Agreement"). The Agreement was subsequently executed.

Thereafter, by resolution approved on May 30, 2019, your Honorable Board authorized the County, through the Department, to exercise its first one-year option under the Agreement with Mr. Gore, and therefore amend the Agreement in order to, 1.) extend the term of the

Agreement from August 1, 2018 through July 31, 2019 to August 1, 2018 through July 31, 2020, 2.) increase the not-to-exceed amount of the Agreement by \$128,400.00, based upon a cost of \$10,700.00 per month, to a new amount not-to-exceed \$256,800.00, to pay for services rendered during the extended term, and 3.) reflect the fact that the County will have two (2) additional one (1) year options remaining under the Agreement (the "First Amendment"). The First Amendment was subsequently executed.

Thereafter, by resolution approved on May 28, 2020, your Honorable Board authorized the County, through the Department, to exercise its second one-year option under the Agreement with Mr. Gore, and therefore amend the Agreement in order to, 1.) extend the term of the Agreement from August 1, 2018 through July 31, 2020 to August 1, 2018 through July 31, 2021, 2.) increase the not-to-exceed amount of the Agreement by \$135,400.00, based upon a cost of \$10,700.00 per month, plus an additional amount for miscellaneous additional work, if needed, up to \$7,000.00, to a new amount not-to-exceed \$392,200.00, to pay for services rendered during the extended term, and 3.) reflect the fact that the County will have one (1) additional one (1) year option remaining under the Agreement (the "Second Amendment"). The Second Amendment was subsequently executed.

Authority is now requested for the County to exercise its third and final one-year option under the Agreement with Mr. Gore, and therefore amend the Agreement in order to, 1.) extend the term of the Agreement from August 1, 2018 through July 31, 2021 to August 1, 2018 through July 31, 2022, 2.) increase the not-to-exceed amount of the Agreement by \$131,400.00, based upon a cost of \$10,700.00 per month, plus an additional amount for miscellaneous additional work, if needed, up to \$3,000.00, to a new amount not-to-exceed \$523,600.00, to pay for services to be rendered during the extended term (the "Third Amendment").

The proposed Third Amendment is intended to be funded by a portion of the funds awarded to the County under a grant from the United States Department of Housing and Urban Development ("HUD") for such work.

On April 2, 2018, the County, acting by and through the Department, issued a Request for Proposals ("RFP"), which solicited proposals from vendors to provide the aforementioned services. In response to the RFP, the Department received two (2) proposals. The Department reviewed these proposals and evaluated them based upon the evaluation criteria specified in the RFP. The result of this review and evaluation was that Mr. Gore's proposal received the highest score and was, accordingly, ranked first. Based on Mr. Gore's past performance in providing services to the County, and the Department's review of Mr. Gore's proposal, the Department is satisfied that Mr. Gore is a responsible vendor for these services.

In addition, it should be noted that the County, acting by and through the Department, and in accordance with the applicable Federal regulations, performed a cost analysis of the costs for the County's third option under the Agreement. After analyzing current marketplace costs for such services, the Department concluded that the costs of the option are reasonable and it is, therefore, economically prudent to exercise the County's third option under the Agreement in order to obtain these services for the period from August 1, 2021 through July 31, 2022.

The proposed Third Amendment will serve a public purpose by providing the County with the services it needs to have its Continuum of Care's HUD-mandated HMIS operated, managed, and coordinated properly.

The goal and objective of the proposed Third Amendment is to provide the County with the services it needs to have its Continuum of Care's HUD-mandated HMIS operated, managed, and coordinated properly.

The goal and objective of the proposed Third Amendment is in the best interests of the County in terms of both safety and security and health, as the County having an HMIS that is operated, managed, and coordinated properly is, ultimately, important to the County providing the homeless population in the County with the services that they need in order to ensure that they are safe and healthy.

The goals and objectives of the proposed Third Amendment will be tracked and monitored by the staff of the Department.

Except as specifically amended hereby, all remaining terms and conditions of the Agreement shall remain in full force and effect.

I respectfully recommend the adoption of the attached Resolution.

LGT/CW/jpg/nn

APPROVED BOARD OF ACQUISITION & CONTRACT - 07/09/2012 - USA MRIS SECRETARY

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 exercise its third and final one-year option under an agreement with D. Gore Consulting, LLC (“Mr. Gore”), pursuant to which Mr. Gore agreed to provide consulting services for the operation, management, and coordination of the County’s Homeless Management Information System (“HMIS”), for an amount not-to-exceed \$392,200.00, based upon a cost of \$10,700.00 per month, plus an additional amount for miscellaneous additional work, if needed, up to \$7,000.00, for the period from August 1, 2018 through July 31, 2021, with the County having the sole option to extend the term of the agreement for one (1) additional one (1) year period on the same terms and conditions (the “Agreement”), and therefore amend the Agreement in order to, 1.) extend the term of the Agreement from August 1, 2018 through July 31, 2021 to August 1, 2018 through July 31, 2022, and 2.) increase the not-to-exceed amount of the Agreement by \$131,400.00, based upon a cost of \$10,700.00 per month, plus an additional amount for miscellaneous additional work, if needed, up to \$3,000.00, to a new amount not-to-exceed \$523,600.00, to pay for services rendered during the extended term (the “Third Amendment”); and be it further

RESOLVED, that except as specifically amended hereby, all remaining terms and conditions set forth in the Agreement shall remain in full force and effect; 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
263	22	929W	4380	T929	\$131,400

Budget Funding Year(s): FY2020 Start Date: 08/01/21 End Date: 07/31/22
 (must match resolution)

Funding Source
\$131,400
 (must match resolution)

Tax Dollars: _____
 State Aid: _____
 Federal Aid: 100%
 Other: _____