

[87550]

DATE: September 14, 2021

TO: Board of Acquisition and Contract

FROM: Michael Orth, M.S.W.
Commissioner
Department of Community Mental Health

SUBJECT: Authority to enter into an agreement with Program Design and Development, LLC, pursuant to which it will provide the, a.) 'Stakeholder Communications, Web Design and Coalition Building', and b.) 'Management of Incentives/Stipends and Point-In-Time (PIT) Count' portions of the planning and management services that are required for the Westchester County Continuum of Care Partnership for the Homeless, for an amount not-to-exceed \$104,288.00, for the period from September 1, 2021 through May 31, 2022.

Authority is requested for the County of Westchester (the "County") to enter into an agreement with Program Design and Development, LLC ("PD&D"), pursuant to which PD&D will provide the, a.) 'Stakeholder Communications, Web Design and Coalition Building' ("Category 2"), and b.) 'Management of Incentives/Stipends and Point-In-Time (PIT) Count' ("Category 3") portions of the planning and management services that are required for the Westchester County Continuum of Care Partnership for the Homeless (collectively, the "Services"), for an amount not-to-exceed \$104,288.00, payable pursuant to an approved budget, for the period from September 1, 2021 through May 31, 2022 (the "Agreement"). The proposed Agreement will be funded by a grant from the United States Department of Housing and Urban Development, for which the County applied as "collaborative applicant" with the Westchester County Continuum of Care Partnership for the Homeless (the "CoC").

On July 7, 2021, the County, acting by and through its Department of Community Mental Health ("DCMH"), issued a request for proposals that solicited proposals from vendors to provide three categories of planning and management services, two of which were the Category 2 and Category 3 services (the "RFP").

The RFP specified that "[p]roposers can apply to provide the planning services for any one, two, or all three categories" of the planning and management services that were being solicited by the County. The RFP also specified that the County reserved the right "[t]o enter into one or more agreements, for all or only portions of the services solicited by this RFP, with one or more of the proposers, or to not to enter into an agreement for any of the services solicited

by this RFP”.

In response to the RFP, DCMH received, A.) two (2) proposals, from PD&D and D Gore Consulting, LLC, to provide the Category 2 services, and B.) one (1) proposal, from PD&D, to provide the Category 3 services.

DCMH had several individuals review the proposals for the Category 2 services and evaluate them based upon the evaluation criteria specified in the RFP. The result of that review and evaluation was that the proposal from PD&D received the highest score and was, accordingly, ranked first. DCMH conducted an analysis of the cost proposal from PD&D and found that it is reasonable.

DCMH had several individuals review the proposal from PD&D for the Category 3 services and evaluate it based upon the evaluation criteria specified in the RFP. DCMH conducted an analysis of the cost proposal from PD&D and found that it is reasonable.

Based on DCMH’s review of each proposal from PD&D, and PD&D’s performance under previous contracts with the County, DCMH is satisfied that it is a responsible vendor for these services.

Services very similar to the Category 3 services (as well as the Category 2 services) were previously solicited by a request for proposals that was issued on May 10, 2021. In response to that request for proposals, the County did not receive any proposals for those services. In an attempt to attract additional competition, the County modified the scope of work and the categories of services in the RFP. As described above, the County received two (2) proposals, in response to the RFP, for the Category 2 services. However, as also described above, the County received only one (1) proposal for the Category 3 services. Accordingly, the County has determined that, after solicitation of a number of sources via the previous request for proposals and the RFP, competition for the Category 3 services is inadequate. Therefore, pursuant to 2 C.F.R. 200.320(c)(5) and Section 13 of the Procurement Policy, the County can proceed with the proposed Agreement, with respect to the Category 3 services, 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, which are intended to ultimately help the CoC better serve homeless persons in Westchester County.

The goal and objective of the proposed Agreement is to provide the County with the Services, which are intended to ultimately help the CoC better serve homeless persons in Westchester County.

The proposed Agreement is in the best interests of the County in terms of health and safety, as providing the County with the Services is intended to ultimately help the CoC better serve homeless persons in Westchester County and thereby help ensure their health and safety.

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

I respectfully recommend the adoption of the attached resolution.

MO/TP/bdm/nm

APPROVED BOARD OF ACQUISITION & CONTRACT - 10/07/2021 - RAYMOND SCULKY, SECRETARY

RESOLUTION

Upon a communication from the Commissioner of Community Mental Health, be it hereby:

RESOLVED, that the County of Westchester (the "County") is hereby authorized to enter into an agreement with Program Design and Development, LLC ("PD&D"), pursuant to which PD&D will provide the, a.) 'Stakeholder Communications, Web Design and Coalition Building', and b.) 'Management of Incentives/Stipends and Point-In-Time (PIT) Count' portions of the planning and management services that are required for the Westchester County Continuum of Care Partnership for the Homeless, for an amount not-to-exceed \$104,288.00, payable pursuant to an approved budget, for the period from September 1, 2021 through May 31, 2022 (the "Agreement"); 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
263	26	536W	4380	T536	\$104,288.00

Budget Funding Year(s): _____ Start Date: 09/01/21 End Date: 05/31/22
(must match resolution)

Funding Source Tax Dollars: _____
State Aid: _____
\$104,288.00 Federal Aid: \$104,288.00
(must match resolution) Other: _____