



George Latimer, County Executive
Leonard G. Townes, Commissioner
Department of Social Services

109819

DATE: October 8, 2024

TO: Board of Acquisition and Contract

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

SUBJECT: 1.) Rescinding a resolution approved on July 18, 2024, which provided authority to enter into an agreement with BNF Consulting, Inc., pursuant to which it was to provide housing quality standards inspections and lead-based paint inspections and risk assessments for properties that may participate in the County's 'Emergency Housing Assistance Program', and

2.) Authority to enter into an agreement with Altavista Lead Improvement Inc., pursuant to which it will provide housing quality standards inspections and lead-based paint inspections and risk assessments for properties that may participate in the County's 'Emergency Housing Assistance Program', for the period from November 1, 2024 through December 31, 2024, for an amount not-to-exceed \$44,250.00, with the County having the option, in its sole discretion, to extend the term for up to four (4) additional one (1) year periods on the same terms as the initial term, except for costs.

By a resolution approved on July 18, 2024 (the "BNF Resolution"), your Honorable Board authorized the County of Westchester (the "County") to enter into an agreement (DSS3029-24; the "Agreement") with BNF Consulting, Inc. ("BNF"), pursuant to which BNF was to provide housing quality standards inspections and lead-based paint inspections and risk assessments for properties that may participate in the County's 'Emergency Housing Assistance Program' (the "BNF Services"), for the period from August 1, 2024 through December 31, 2024 (the "BNF Initial Term"), for an amount not-to-exceed \$110,625.00, payable on a unit-cost basis pursuant to an approved budget, with the County having the option, in its sole discretion, to extend the term for up to four (4) additional one (1) year periods (each an "BNF Option Term"), on the same terms as the BNF Initial Term, except for the unit costs for the BNF Services, and that each BNF Option Term shall have a not-to-exceed amount of \$265,500.00.

BNF has proven unable to provide the insurance that was required by the request for proposals that solicited proposals to provide the Services (the "RFP"), and

therefore has been unable to execute the BNF Agreement.

Accordingly, the County respectfully requests that your Honorable Board rescind the BNF Resolution.

In addition, authority is requested for the County to enter into an agreement (DSS3040-24 the "Agreement") with Altavista Lead Improvement Inc. ("ALI"), pursuant to which ALI will provide housing quality standards inspections and lead-based paint inspections and risk assessments for properties that may participate in the County's 'Emergency Housing Assistance Program' (the "Services"), for the period from November 1, 2024 through December 31, 2024 (the "Initial Term"), for an amount not-to-exceed \$44,250.00, payable on a unit-cost basis pursuant to an approved budget, with the County having the option, in its sole discretion, to extend the term for up to four (4) additional one (1) year periods (each an "Option Term"), on the same terms as the Initial Term, except for the unit costs for the Services, and that each Option Term shall have a not-to-exceed amount of \$265,500.00.

On March 7, 2024, the County, acting by and through its Department of Social Services ("DSS"), issued the RFP. In response to the RFP, DSS received six (6) proposals. DSS had several individuals review the proposals and evaluate them based upon the evaluation criteria specified in the RFP. The result of that review and evaluation was that the proposals from BNF and ALI received the two highest scores and were, accordingly, ranked first and second, respectively. However, as noted above, BNF has proven unable to proceed. Therefore, DSS has moved on to ALI, and DSS conducted an analysis of the cost terms, as negotiated, for the proposed Agreement and found that they are reasonable. Based upon DSS's review of the proposal from ALI and its previous performance under other agreements with the County, DSS is satisfied that ALI is a responsible vendor for the Services.

The proposed Agreement will serve a public purpose by providing the County with certain services that are needed in order to help evaluate the suitability of premises for use in the County's 'Emergency Housing Assistance Program'.

The goal and objective of the proposed Agreement is to provide the County with certain services that are needed in order to help evaluate the suitability of premises for use in the County's 'Emergency Housing Assistance Program'.

The goal and objective of the proposed Agreement is in the best interests of the County in terms of health and safety, as providing the County with certain services that are needed in order to help evaluate the suitability of premises for use in the County's 'Emergency Housing Assistance Program', and thereby ensuring that such premises meet certain standards, will ultimately help ensure the welfare of the persons who occupy the premises at issue.

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.

LGT/LHD/bdm/nn

APPROVED BOARD OF ACQUISITION & CONTRACT - 10/31/2024 - RAYMOND SCULKY, SECRETARY

RESOLUTION

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

RESOLVED, that the resolution approved on July 18, 2024, which authorized the County of Westchester (the "County") to enter into an agreement (the "BNF Agreement") with BNF Consulting, Inc. ("BNF"), pursuant to which BNF was to provide housing quality standards inspections and lead-based paint inspections and risk assessments for properties that may participate in the County's 'Emergency Housing Assistance Program' (the "BNF Services"), for the period from August 1, 2024 through December 31, 2024 (the "BNF Initial Term"), for an amount not-to-exceed \$110,625.00, payable on a unit-cost basis pursuant to an approved budget, with the County having the option, in its sole discretion, to extend the term for up to four (4) additional one (1) year periods (each an "BNF Option Term"), on the same terms as the BNF Initial Term, except for the unit costs for the BNF Services, and that each BNF Option Term shall have a not-to-exceed amount of \$265,500.00, is hereby rescinded; and be it further

RESOLVED, that the County is hereby authorized to enter into an agreement (the "Agreement") with Altavista Lead Improvement Inc. ("ALI"), pursuant to which ALI will provide housing quality standards inspections and lead-based paint inspections and risk assessments for properties that may participate in the County's 'Emergency Housing Assistance Program' (the "Services"), for the period from November 1, 2024 through December 31, 2024 (the "Initial Term"), for an amount not-to-exceed \$44,250.00, payable on a unit-cost basis pursuant to an approved budget, with the County having the option, in its sole discretion, to extend the term for up to four (4) additional one (1) year periods (each an "Option Term"), on the same terms as the Initial Term, except for the unit costs for the Services, and that each Option Term shall have a not-to-exceed amount of \$265,500.00; 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.

1. Account to be Charged/Credited:

Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
101	22	8910	5850	N/A	\$44,250.00

2. Budget Funding Year(s):

Start Date: 11/01/2024 End Date: 12/31/2024
(must match resolution)

3. Funding Source:

Federal	99%	CFDA#(s)	93.558		
State	0%	State ID#(s)	N/A		
Operating/ Tax Levy	1%				
Capital					

4. Total NTE: \$44,250.00
(must match resolution)