



## Sullivan County Government Services Committee

May 2, 2019 AGENDA  
9:45 AM

Committee Members:

Catherine Owens, Chair Nadia Rajs, Vice Chair Scott Samuelson Alan Sorensen Mark McCarthy

### **Call to Order**

### **Comments:**

### **Reports:**

1. Cornell Cooperative/Consumer Affairs
2. Sullivan County Community College
3. Purchasing & Central Services
4. Board of Elections
5. County Clerk

### **Resolution:**

1. To adopt the revised Procurement Policy.
2. To authorize the Sullivan County Board of Elections to purchase fifty-one new electronic voting machines.

### **Public Comment**

### **Adjourn**



- Request for Qualifications for a NYSERDA Flex Tech Analysis for Domestic Hot Water Replacement @ACC, #R-19-09- Contract Phase
- Medical Director for the S. C. Adult Care Center, #R-19-10-Under Review
- In School and Out of School Youth Services for the S. C. Workforce Area, #R-19-11-Issued
- Bond Counsel for Sullivan County, #R-19-12- Issued
- Municipal Financial Advisor Services for S. C., #R-19-13-Issued
- Animal Care Control and Shelter Services for S. C., #R-19-14- Under Review
- Qualifications of Licensed Insurance Representatives, #R-19-15- Issued
- Marketing/ Communication Services, #R-19-16- Issued
- Dietician for Office of the Aging, #R-19-17- Issued
- Psychologist Services for the S. C. Child Advocacy Center, #R-19-18- Issued

#### **4. BIDS ISSUED:**

- Cleaning of Leachate Collection Lines at the S. C. Landfill, #B-19-05- Contract Phase
- Window Replacement at the Government Center, #B-19-14- Contract Phase
- All-In-One Power System- Reciprocating Air Compressor/Welder, #B-19-13-Under Review
- Exterminating Services, #B-19-15- Awaiting Resolution
- Pile Driving Installation for 2 Co. Bridges, #B-19-17- Contract Phase
- Resurfacing Approximately 26 Miles of Various County Roads, #B-19-20- Contract Phase
- Hydraulic Crane with Radio Remote Control & Outrigger, #B-19-21- Under Review
- Canned Goods, #B-19-22- Under Review
- Prestressed Concrete Box Unit for Co. Bridge #183, #B-19-25- Under Review
- Prestressed Concrete Slab Unit for Co. Bridge # 268, #B-19-26- Under Review
- Runway 15-33 Rehabilitation at S. C. Airport, #B-19-27- Issued
- Construct Corporate Hangar at S. C. Airport, #B-19-28- Issued
- Replace Aviation Fuel Farm at S. C. Airport, #B-19-29- Issued
- Printing, #B-19-30- Issued
- Concrete Barriers for S. C. Bridges, #B-19-31- Issued
- Concrete, #B-19-32- Issued

#### **5. QUOTES ISSUED/AWARDED:**

- Amperometric Analyzers #Q-19-02- Awarded
- Fire Extinguisher Annual Maintenance #Q-19-03- Awarded
- Quote for Calculation of WC Payroll & Loss Experience #Q-19-06-Awarded
- Lorex Camera & Screens for NYSP #Q-19-07- Cancelled
- Manual Roller Window Shades @ S.C. Transportation Facility #Q-19-08- Awarded
- Cube let Ice Machine/ Water Dispenser #Q-19-09- Issued
- Supply & Install New Fire Alarm System @ Barryville #Q-19-10-Issed
- Mavic 2 Law Enforcement Drones #Q-19-11- Issued

**6. EXECUTED CONTRACTS:**

- Dental Services for the S. C. Jail- #R-16-08, Dentrust Dental New York, P.C.
- Operation of Concession Stand at Government Center- #R-16-45- FTV Corp D/B/A Defilippis Bakery,
- S. C. Conventional Chip Sealing of Various County Roads, #B-19-11- Suit-Kote Corporation
- 2019 Lawn Mowing Services, #B-18-75- Thiele Landscaping
- Medical Consultant/Medical Director for Public Health, #R-19-04- Crystal Run Healthcare Physicians, LLP/ Dr. Bruce Ellsweig, MD
- Dental Services for Adult Care Center, #B-15-06A- Anthony M. Longo, DDS & Joseph K. Chung, DMD
- Psychiatrist Services for Community Services, #R-16-37- Arleene Siegel, LMSW
- 2019 Lawn Mowing Services, #B-18-75- KJM Lawn Service

**7. Processed 303 Purchase Orders**



**COMBINED: LEGISLATIVE MEMORANDUM,  
CERTIFICATE OF AVAILABILITY OF FUNDS  
AND RESOLUTION COVER MEMO**

**To:** Government Services Committee

**Fr:** Allyson Lewis, Director of Purchasing

**Re:** Adopt Revised Procurement Policy

**Date:** May 2, 2019

**Purpose of Resolution:**

Modify the existing Procurement Policy

**Is subject of Resolution mandated? Explain:**

No.

**Is this a renewal of a prior contract? Yes**

**Date of prior contract? 2012**

**Amount authorized by prior contract- N/A**

**Does Resolution require expenditure of funds? No**

**If "Yes", provide the following information**

**Amount to be authorized by Resolution: \$<Insert Amount Here>**

**Are funds already budgeted? Yes/No**

**If "Yes" specify appropriation code(s): <Insert Code(s) Here>**

**If "No", specify proposed source of funds:**

**Estimated Cost Breakdown by Source**

**County: \$<Insert Amount Here>**

**Grant(s): \$<Insert Amount Here>**

**State: \$<Insert Amount Here>**

**Other: \$<Insert Amount Here>**

**Federal Government:\$<Insert Here>**

**(Specify):**

**Specify Compliance with Procurement Procedures:**

**Bid/RFP/Quote#**

N/A

N/A

**Person(s) responsible for monitoring contract (Title): Allyson Lewis Director of Purchasing**

**RESOLUTION INTRODUCED BY GOVERNMENT SERVICES COMMITTEE TO  
AUTHORIZE ADOPTION OF A REVISED PROCUREMENT POLICY**

**WHEREAS**, the County of Sullivan (“County”) adopted a Procurement Policy in 1977 and said Policy has been revised over the years most recently in 2012, and

**WHEREAS**, it is the recommendation of the County Manager and the Director of Purchasing and Central Services that the County’s Procurement Policy be revised again, and

**WHEREAS**, the revisions are contained in the Procurement Policy attached hereto and by this reference made a part hereof, and

**WHEREAS**, in order to authorize the revisions to the Procurement Policy it will be necessary for the Sullivan County Legislature to adopt this resolution.

**NOW THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature does hereby adopt the attached Procurement Policy, and

**BE IT FURTHER RESOLVED**, that the revised Procurement Policy supersede and replace the current Procurement Policy.

## Chapter 140

### PROCUREMENT POLICY

**HISTORY:** Adopted by the Sullivan County Legislature on XXXXX by Res. No. XXXX.

#### GENERAL REFERENCES

<p><b><u>ARTICLE I -General Provisions</u></b></p> <p><b>140-1.1.</b> Purpose</p> <p><b>140-1.2.</b> Applicability</p> <p><b>140-1.3.</b> Exemptions</p> <p><b>140-1.4.</b> Definitions</p> <p><b>140-1.5.</b> Public access to procurement information</p> <p><b>140-1.6.</b> Individuals Authorized to Make Purchasing Decisions</p> <p><b>140-1.7.</b> Incidental Contracts for Purchases of \$10,000 or Less</p> <p><b>140-1.8.</b> Food and Beverage Purchases</p> <p><b><u>ARTICLE II -Office of the Director of Purchasing</u></b></p> <p><b>140-2.1.</b> Authority and duties</p> <p><b>140-2.2.</b> Delegations to other County officials</p> <p><b>140-2.3.</b> Procurement card program</p> <p><b><u>ARTICLE III -Source Selection, Bidder Qualifications, Contract Formation and Administration</u></b></p> <p><b>140-3.1.</b> Competitive sealed bidding</p> <p><b>140-3.2.</b> Competitive sealed proposals</p> <p><b>140-3.2.1.</b> Best Value</p> <p><b>140-3.2.2.</b> Piggybacking</p> <p><b>140-3.2.3.</b> Report Requirement</p> <p><b>140-3.3.</b> Contracting for professional services with predetermined rates</p> <p><b>140-3.4.</b> Contracting for professional services</p> <p><b>140-3.5.</b> Contracting for professional services with grant-approved organizations</p> <p><b>140-3.6.</b> Purchases not subject to competitive bidding</p>	<p><b><u>ARTICLE V -Debarment or Suspension</u></b></p> <p><b>140-5.1.</b> Authority to debar or suspend</p> <p><b>140-5.2.</b> Decision to debar or suspend</p> <p><b>140-5.3.</b> Notice of decision</p> <p><b>140-5.4.</b> Finality of decision</p> <p><b><u>ARTICLE VI -Appeals and Remedies</u></b></p> <p><b>140-6.1.</b> Bid protests</p> <p><b>140-6.2.</b> Contract claims</p> <p><b>140-6.3. Reserved</b></p> <p><b>140-6.4.</b> Authority of Director of Purchasing to settle bid protests and contract claims</p> <p><b>140-6.5.</b> Remedies for solicitations or awards in violation of law</p> <p><b><u>ARTICLE VII -Ethics in Public Contracting</u></b></p> <p><b>140-7.1.</b> Criminal penalties</p> <p><b>140-7.2.</b> Employee conflict of interest</p> <p><b>140-7.3.</b> Gratuities and kickbacks</p> <p><b>140-7.4.</b> Prohibition against contingent fees</p> <p><b>140-7.5.</b> Contemporaneous employment prohibited</p> <p><b>140-7.6.</b> Waivers for contemporaneous employment prohibition and other conflicts of interest</p> <p><b>140-7.7.</b> Use of confidential information</p> <p><b>140-7.8.</b> Sanctions</p> <p><b><u>ARTICLE VIII – Additional Requirements for Federal Transit Administration Funded Contracts</u></b></p> <p><b>140-8.1.</b> Disadvantaged Business Enterprise Program</p> <p><b>140-8.2.</b> Required Contract Clauses</p> <p><b>140-8.3.</b> National and Regional ITS architecture policy</p>
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<p>140-3.7. Sole source procurement  140-3.8. Emergency procurements  140-3.9. Cancellation of invitations for bids or request for proposals  140-3.10. Responsibility of bidders and offerors  140-3.11. Cost or pricing data  140-3.12. Cost or price analysis  140-3.13. Bid and performance bonds on supply or service contracts  140-3.14. Types of contracts  140-3.15. Contract clauses and their administration  140-3.16. Approval of accounting system  140-3.17. Right to inspect plant  140-3.18 Right to audit records  140-3.19. Reporting of anti-competitive practices  140-3.20. County of Sullivan procurement records</p> <p><b><u>ARTICLE IV -Specifications</u></b>  140-4.1. Maximum practicable competition  140-4.2. Brand name or equal specification  140-4.3. Brand name specification</p>	<p><b><u>ARTICLE IX -Green Purchasing</u></b>  140-9.1 Purpose</p>
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## **ARTICLE I General Provisions**

### **§140-1.1. Purpose.**

The purpose of this policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by the County of Sullivan, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

### **§140-1.2. Applicability.**

This policy applies to contracts for the procurement of all supplies, services, materials and equipment, and Public Works contracts, entered into by the County of Sullivan after the effective date of this policy. It shall apply to every expenditure of public funds by a public agency for public purchasing irrespective of the source of the funds. When the procurement involves the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal law and regulations. Nothing in this policy shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

### **§140-1.3. Exemptions.**

Unless otherwise ordered by regulation the following commodities, supplies or services need not be procured through the Purchasing Division in accordance with the County's Procurement Policy; and shall be procured by the appropriate agency, department or committee:

A. Works of art for public display.

B. Sullivan County Government Discretionary Programs: Funds approved and awarded by the Legislature.

#### §140-1.4. Definitions.

**ARCHITECT-ENGINEER AND LAND SURVEYING SERVICES --** Those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of the State of New York.

**BRAND NAME OR EQUAL SPECIFICATION --** A specification limited to one or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet County requirements, and which provides for the submission of equivalent products.

**BRAND NAME SPECIFICATION --** A specification limited to one or more items by manufacturers' names or catalog numbers.

**BUSINESS --** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**COMMODITY --** Commodities are standard articles of commerce in the form of material goods, supplies, products or similar items. Lowest price is the basis for awarding all commodity contracts among responsive and responsible offerers.

**CHANGE ORDER --** A written order signed and issued by the Director of Purchasing, directing the contractor to make changes in relation to a specific purchase order or County contract.

**CONFIDENTIAL INFORMATION --** Any information which is available to an employee only because of the employee's status as an employee of the County and is not a matter of public knowledge or available to the public on request.

**CONSTRUCTION --** The process of building, altering, repairing, improving, or demolishing any public structure, building, road, highway, bridge or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

**CONTRACT --** All types of County agreements, regardless of what they may be called, for the procurement of supplies, services or construction.

**CONTRACT MODIFICATION (BILATERAL CHANGE)** -- Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

**CONTRACTOR** -- Any person having a contract with the County or a using agency thereof.

**COST ANALYSIS** -- The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

**COST DATA** -- Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

**COST-REIMBURSEMENT CONTRACT** -- A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this policy, and a fee for profit, if any.

**DIRECT OR INDIRECT PARTICIPATION** -- Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

**DIRECTOR** -- Director of Purchasing & Central Services.

**EMPLOYEE** -- An individual drawing a salary or wages from the County, whether elected or not; any non-compensated individual performing personal services for the County or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the County; and any non-compensated individual serving as an elected official of the County.

**FINANCIAL INTEREST.**

A. Ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, more than \$100 per year, or its equivalent;

B. Ownership of 25% of any property or business; or

C. Holding a position in a business such as officer, director, trustee, partner, employee, or the like or holding any position of management.

GRATUITY -- A payment, loan, gift, subscription, advance, deposit of money, service, or anything else with a nominal value of \$75 or more.

IMMEDIATE FAMILY -- A spouse, children, parents, brothers, and sisters.

INVITATION FOR BIDS -- All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

PERSON -- Any business, individual, union, committee, club, other organization, or group of individuals.

PRICE ANALYSIS -- The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

PRICING DATA -- Factual information concerning prices for items substantially similar to those being procured. Pricing in this definition refers to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

PROCUREMENT -- The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

PUBLIC AGENCY -- A public entity subject to or created by the County.

REQUEST FOR PROPOSALS -- All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

RESPONSIBLE BIDDER or OFFEROR -- A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

RESPONSIVE BIDDER -- A person who has submitted a bid that conforms in all material respects to the requirements set forth in the invitation for bids.

**SERVICES** -- The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

**SPECIFICATION** -- Any description of the physical or functional characteristics or of the nature of a supply, service, equipment or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, equipment or construction item for delivery.

**SUPPLIES** -- All property, including but not limited to equipment, materials, and printing, excluding land or a permanent interest in land.

**USING AGENCY** -- Any department, commission, board, or public agency requiring supplies, services, equipment, or construction procured pursuant to this policy.

#### **§140-1.5. Public access to procurement information.**

Procurement information shall be a public record to the extent provided in the New York State Freedom of Information Law (Public Officers Law, §§ 84 to 90), and shall be available to the public as provided in such statute.

#### **§140-1.6. Individuals Authorized to Make Purchasing Decisions:**

1. County Manager
2. Commissioner of Management and Budget
3. Director of Purchasing & Central Services
4. Assistant Director of Purchasing & Central Services

#### **§140-1.7. Incidental Contracts for Purchases of \$10,000 or Less:**

In addition to the authority set forth in §140-3.6 (B)(2) of this policy; the County Manager shall be authorized to execute agreements incidental to the purchase of commodities, equipment, materials and services in the amount not to exceed \$10,000 (e.g. Rental Agreements, Service Agreements, Purchase Agreements, etc.). The form of said agreements to be approved by the County Attorney's Office.

**§140-1.8. Food and Beverage Purchases:**

Departments may purchase food and beverage items for events that are open to the public. Prior to said purchases being authorized, the department must submit a proper requisition to the Director. Upon approval of said requisition, a purchase order shall be issued. The authority to purchase food and beverage items shall not extend to events where participants consist solely of County employees and/or officers. The purchase of alcoholic beverages is strictly prohibited.

**ARTICLE II  
Office of the Director of Purchasing**

**§140-2.1. Authority and duties.**

A. Principal public purchasing official. Except as otherwise provided herein, the Director of Purchasing shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of supplies, services, equipment, and public works projects in accordance with this policy.

B. Duties. In accordance with this policy the Director of Purchasing shall:

- (1) Procure or supervise the procurement of all supplies, services, materials and equipment;
- (2) Exercise direct supervision over the County's central stores and general supervision over all other inventories of supplies belonging to the County;
- (3) Establish and maintain programs for specification development, contract administration and inspection and acceptance, in cooperation with the public agencies using the supplies, services, and construction.

C. Operational procedures. Consistent with this policy, the Director of Purchasing may adopt operational procedures relating to the execution of their duties.

**§140-2.2. Delegations to other County officials.**

With the approval of the County Manager, the Director of Purchasing may delegate authority to purchase certain supplies, services, equipment, or construction items to other County officials, if such delegation is deemed necessary for the effective procurement of those items.

**§140-2.3. Procurement card program.**

A. With the approval of the County Manager and the County Auditor, the Director of Purchasing, under the authority provided in §140-2.1 of this policy, has established a procurement card program to improve efficiency and streamline the purchasing process. Audits shall be required to ensure that the cardholders and their respective department head or Commissioner are adhering to proper policies and procedures.

B. Conditions for use. The Director of Purchasing and the Commissioner of Office of Management and Budget and/or the County Auditor have developed procurement card policies and procedures that detail the regulations which will govern the program. The Procurement Card Policy may be reviewed annually by the County Legislature in conjunction with its annual review of the County's Procurement Policy. The Procurement Card Policy shall include:

- (1) Purpose of the procurement card program.
- (2) Scope of the program.
- (3) Detailed listing of all card holders, card limits, and approved uses.
- (4) Applicability of the policies and procedures.
- (5) Responsibilities.
- (6) Assignment and control of the procurement cards.
- (7) Card holder use of the procurement card.
- (8) Prohibited use of the procurement card.
- (9) Procedures for making and paying for purchases.
- (10) Procedures for disputes.
- (11) Review of purchases by departments.
- (12) Audit requirements.



**ARTICLE III**  
**Source Selection, Bidder Qualifications, Contract**  
**Formation and Administration**

**§140-3.1. Competitive sealed bidding.**

A. Conditions for use. All contracts of the County of Sullivan shall be awarded by competitive sealed bidding except as otherwise provided in §§ 140-3.2 (Competitive sealed proposals), 140-3.4 (Contracting for professional services), 140-3.6 (Small purchases), 140-3.8 (Sole source procurement) of this policy or except as otherwise authorized by applicable State laws. Provided, however, that where applicable State law permits but does not mandate the award of a contract by means other than by competitive sealed bids, the County Manager shall, in his discretion first authorize such alternate form of contract letting.

B. Invitation for bids. An invitation for bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.

C. Public notice. Adequate public notice of the invitation for bids shall be published in the newspapers of general circulation as designated by the County Legislature. In no instance shall the public notice be less than five (5) days. The public notice shall state the place, date and time of the bid opening. a.)In the event of unusual and exigent circumstances that do not permit timely publication in both designated newspapers, the Director shall be authorized to publish in only one of the County's two designated newspapers, the choice of which shall be determined based on the most timely publication available and at the Director's sole discretion.

D. Bid opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the Director of Purchasing deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with § 140-1.5 (public access to procurement information).

E. Bid acceptance and bid evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The

invitation for bids shall set forth the evaluation criteria to be used. No criteria that are not set forth in the invitation for bids may be used in bid evaluations.

F. Correction or withdrawal of bids; cancellation of awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, correction of bids shall not be permitted. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a bidder alleging a material mistake of fact may be permitted to withdraw his bid if:

(1) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or

(2) The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by written determination made by the Director of Purchasing.

G. Award. The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.

### **§140-3.2. Competitive sealed proposals.**

A. Conditions for use. When the Director of Purchasing determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by the use of the competitive sealed proposal method. Provided such competitive sealed proposal method is authorized by State law and is approved by the County Manager for the letting of such contract.

B. Request for proposals. Proposals shall be solicited through a request for proposals.

C. Public notice. Adequate public notice of the request for proposal shall be given in the same manner as provided in § 140-3.1C (Competitive sealed bidding, public notice); provided that in no instance shall the public notice be less than five (5) days.

D. Receipt of proposals. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

E. Discussion with responsible offerors and revisions to proposals. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offerors. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.

F. Award. Award shall be made to the responsible offeror whose proposal is determined in writing to offer the Best Value to the County, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award was made.

### **§140-3.2.1. Best Value**

Pursuant to General Municipal Law §103(1) purchase contracts or public works contracts (except those subject to New York State Labor Law Article 8) may be awarded on the basis of the Best Value to the Bidder that optimizes quality, cost and efficiency, among responsive and responsible Bidders. Local Law 1 of 2014 permits the Director of Purchasing to utilize a “Best Value” option when seeking to purchase goods and services on behalf of the County.

Best Value solicitations shall prescribe the minimum specifications or requirements that must be met in order to be considered responsive and shall describe and disclose the general manner in which the evaluation and selection shall be conducted. The basis of the award of the solicitation shall identify the relative importance and/or weight of the overall technical criterion to be considered to determine Best Value. The evaluation may also identify a quantitative factor for small businesses or certified minority – or women-owned business enterprises, as defined in Executive Law §300 (1), (7), (15) and (20). The basis of award shall reflect, wherever possible, objective and quantifiable analysis. Documentation in the procurement record shall, where practicable, include a quantification of the application of the evaluation criteria to the rating of proposals and

the evaluation results, or, where not practicable, such other justification which demonstrates the Best Value will be achieved.

Goods and services procured and awarded on the basis of Best Value are those that the County determines will be of the highest quality while being the most cost efficient as offered by responsive and responsible bidders. The determination of quality and cost efficiency shall be based on objectively quantified and clearly described and documented criteria, which may include, but shall not be limited to, any or all of the following: product or service features, quality, durability, reliability, product performance criteria, quality of craftsmanship, cost and extent of maintenance, useful lifespan, availability of replacement parts, availability of maintenance contractors, warranties, proximity to the end user if distance or response time is a significant factor, references, past performance, organization and staffing, and financial capabilities.

If Best Value is authorized as a procurement method eligible for piggybacking consideration, then any potential piggyback contract should be evaluated for substantial compliance with the above. All procurements based upon Best Value are subject to review by the Director of Purchasing or her designee, and approval by the Director of Purchasing, in consultation with County Manager and the impacted Department or Division head.

#### **§140-3.2.2. PIGGYBACKING**

General Municipal Law §103(16) allows procurement of certain goods (including apparatus, materials, equipment and supplies) and services through contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein, if such contract was let in a manner consistent with competitive bidding, and has been made available for use by other governmental agencies.

Approval for the use of “piggybacking” will be through the Department of Purchasing in collaboration with the County Attorney.

- a) The underlying contract must have been let by one of the authorized governmental entities;
- b) The contract must have been available for use by another qualifying governmental entity. (The contract itself must contain language stating the terms and conditions are available (extended) to other government entities. A unilateral offer by a vendor to extend the terms to other government entities is insufficient.)
- c) The contract has to have been let in a manner that that is consistent with competitive bidding pursuant to General Municipal Law §103.

#### **§140-3.2.3. REPORT REQUIREMENT**

For purposes of Best Value and Piggybacking contracts, the Director of Purchasing shall, at least quarterly, provide a written summary to the County Legislature of contracts awarded.

### **§140-3.3. Contracting for professional services with predetermined rates.**

A. Authority. For the purpose of procuring certain Professional Services where the payment rates are established by the federal or state government, or when the County contracts with all qualified providers, Director of Purchasing/his designee on behalf of the using agency, may procure them without the requirement of issuing a request for proposal as per § 140-3.2 in accordance with the selection procedures specified in this section.

B. Selection procedure.

(1) Conditions for use. This section shall only apply to professional service contracts where the rates to be paid by the County are set by the federal or state government, and where all qualified firms are considered for contracts.

(2) Statement of qualifications. Persons or firms engaged in providing the designated types of professional services may submit statements of qualifications or expressions of interest in providing such services to the Department of Purchasing & Central Services. An agency using such professional services may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement.

### **§140-3.4. Contracting for professional services.**

A. Authority. For the purpose of procuring the services of a) accountants, b) clergy, c) physicians, d) lawyers, e) dentists, f) registered nurses, g) dieticians h) engineers i) architects j) and surveyors as defined by the laws of the State of New York, the Director of Purchasing/his designee on behalf of the using agency requiring such services may procure them in accordance with the selection procedures specified in this section. No contract for the services of legal counsel may be awarded without the approval of the County Attorney, other than the County Legislature which may approve its own such procurements, which shall be approved by the Legislature.

B. Selection procedure.

(1) Conditions for use. Except as provided under § 140-3.7 (Sole Source Procurement) or Section 140-3.8 (Emergency Procurements), the professional services designated in Subsection A of this section shall be procured in accordance with this subsection.

(2) Statement of qualifications. Persons engaged in providing the designated types of professional services may submit statements of qualifications or expressions of interest in providing such professional services. The Director of Purchasing/his designee on behalf of the using agency using such professional services may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement.

(3) Requests for Proposals (RFP's). Purchases and contracts from \$50,000 to \$99,999.99 will require the issuance of a formal Request for Proposal, and the approvals of the County Manager, Commissioner of Management and Budget, and Director of Purchasing and Central Services. Purchases and contracts over \$99,999.99 will require the issuance of a formal Request for Proposal, and the approval of the County Manager, Commissioner of Management and Budget and the Legislature.

(4) Discussions. The head of a using agency requesting professional services or a designee of such officer may conduct discussions with any offeror who has submitted a statement of qualifications to determine such offeror's qualifications for further consideration. Discussions shall not disclose any information derived from statements of qualifications submitted by other offerors.

(5) Award. Award shall be made to the offeror determined in writing by the head of the using agency procuring the required professional services, or a designee of such officer, to be best qualified based on the agency's evaluation of the statement of qualifications, and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best-qualified offeror, the negotiations will be formally terminated with the selected offeror. If statements of qualifications were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable.

#### C. Purchases Not Subject to Competitive Bidding.

Professional Service contracts, for licensed professionals and consultants, other than contracts set forth in §140-3.4"A" above, and contracts for an amount of \$49,999.99 and under, will be awarded at the discretion of the County Manager, Director of Purchasing and Central Services, or the Commissioner of Management and Budget. One of the below methods should be used to acquire the services at the most advantageous price and condition:

- Written Quotes
- Bid
- Request for Proposals

The Department of Purchasing and Central Services shall determine the most advantageous and cost effective process.

In instances where the above methods are not practical, as agreed upon by the requesting department head, the County Manager, and the County Attorney, the County of Sullivan may enter into an agreement after negotiating with the vendor for professional services.

**D. Procurement of Third Party Administrator, for the Department of Risk Management:**

Professional Service contracts, for a TPA to work with the Dept. of Risk Management shall be acquired at the most advantageous price and condition. In order to determine what is the most advantageous price and condition the Director of Risk Management in cooperation with the Director of Purchasing & Central Services and the County Manager shall determine when a request for proposal or request for qualifications process the offering of an agreement to one particular vendor is in the best interest of the County. If a direct contract is the preferable option, all three county officials must agree and execute a written document to that effect. These services shall be reviewed no less than every five (5) years.

**E. Procurement of Insurance coverage for the Department of Risk Management (Subject to Local Policies and Procedures – Section 104b of the General Municipal Law):**

Professional Service contracts for insurance services to work with the Dept. of Risk Management may be acquired by proposals or quotations for services by either a written request for proposals, written quotations, verbal quotations or any other method of procurement that furthers the purposes of GML section 104b. The Director of Risk Management in cooperation with the Director of Purchasing & Central Services and the County Manager shall determine when an RFP or RFQ process or the offering of an agreement to one particular vendor is in the best interest of the County. If an agreement is the preferable option, all three county officials must agree and execute written documentation to that effect. One or more of any selected insurance brokers may secure the following coverages for the County as needed:

1. Property Casualty Insurance

2. Inland Marine Insurance
3. Crime Coverage
4. NYS Disability Benefits Coverage
5. NYS Workers' Compensation Coverage
6. Health Benefits Insurance
7. Voluntary Benefits
8. Bonds
9. Any other insurance coverage purchased to transfer risk and/or protect the interests of the County.

**§140-3.5. Contracting for professional services with grant-approved organizations.**

A. Authority. For the purpose of procuring certain professional services where the contractor has been identified in an approved grant application as the contractor to perform services covered by the grant, the Director of Purchasing or their designee on behalf of the using agency may procure them without the requirement of issuing a request for proposal as per § 140-3.2, in accordance with the selection procedures specified in this section.

B. Selection procedure.

(1) Conditions for use. This section shall only apply to professional service contracts where the contractor has been identified in an approved grant application as the contractor to perform services covered by the grant.

(2) Statement of qualifications. Prior to submitting a grant application, the County department shall obtain a minimum of three statements of qualifications and cost estimates for the services to be performed. Additional cost quotations shall be obtained if required under the terms and conditions of the grant.

**§140-3.6. Purchases not subject to competitive bidding.**

A. The following purchases are not subject to competitive bidding:

(1) Purchases of \$20,000 or less for commodities, equipment, materials, supplies and services.

a) Purchases for the Division of Public Works in an amount not to exceed \$250.00 per the following process:



All requests for materials, tools, services and equipment are to be entered as a requisition in the County's New World System. In the event that such items are deemed necessary in conjunction with an emergency or need to be expediently procured, the Division of Public Works shall have the ability to make purchases for materials, tools and supplies for amounts up to \$250.

The following is the process for any and all purchases that this procedure applies to:

- Purchases for \$250 and under must be made with the approval of DPW supervisory staff or upper level management. These purchases can be made for materials or tools needed to complete a day's work where such would otherwise be unnecessarily delayed. It may also be used for an emergency purchase where items are needed for a repair that is considered under *emergency definition* (see section 140-3.8). In the event that a purchase is deemed an "emergency", the department must provide an email notification to the Purchasing Department and copied to the Audit Department, within five (5) business days.

. All purchases that utilize the \$250 procedure must be recorded as follows:

- i. Monthly report submitted to the Purchasing Department, Audit Department, and Division of Management & Budget
- ii. Report shall detail the items purchased and the project/repair that was required
- iii. Report shall contain name of staff that made the purchase and what the name of the supervisor authorized said purchase(s)

**This process is not to replace proper departmental planning**

- (2) Purchases of \$35,000 or less for public works projects.

B. Section 104-b of New York State General Municipal Law requires that procedures for purchasing goods and services that fall below the monetary bid limits be established and approved by the governing board. The following shall constitute Sullivan County policy:

- (1) Cumulative purchases.

(a) Purchases shall be evaluated with attention given to cumulative dollar amounts expected in a given fiscal year. The Director of Purchasing shall canvas using agencies to determine yearly value of a commodity or service. Past history can be taken into consideration when evaluating yearly costs associated with the purchase of a commodity or service. If the bid limit is suspected to be exceeded, competitive bidding shall be used. This decision shall rest with the Director of Purchasing.

(b) If there are several comparable separate public works projects for the same or various locations, in a foreseeable time frame, whose expected cumulative total is more than \$10,000, written quotes must be solicited from a minimum of three suppliers, when practicable.

(2) Methods of procurement not covered by competitive bidding.

(a) Purchases for commodities, equipment, supplies, materials and services in the amount of \$5,000 or less shall be awarded at the discretion of the Director of Purchasing; purchases more than \$5,000 up to and including \$20,000 shall require a minimum of three written or electronic solicitations. All purchases in excess of \$20,000 shall be competitively bid.

(b) Purchases that are defined as public works projects in the amount of \$10,000 or less shall be awarded at the discretion of the Director of Purchasing; purchases more than \$10,000 up to and including \$35,000 shall require minimum of three written or electronic solicitations. All purchases in excess of \$35,000 shall be competitively bid.

(c) Purchases and contracts defined as professional services in the amount of \$49,999 or less shall be awarded at the discretion of the County Manager, Director of Purchasing and the Commissioner or Department Head of the using agency. Purchases and contracts of \$50,000, up to and including \$99,999, shall require the issuing of a formal request for proposal and the approval of the County Manager; purchases and contracts of \$100,000 or more, shall require the issuing of a formal request for proposal, approval of the County Manager and approval of the County Legislature.

(d) The Director of Purchasing is authorized to make purchases using established government cooperative purchasing contracts including, but not limited to, New York State Office of General Services, General Services Administration (GSA), Minnesota Multistate Contracting Alliance (MMCAP) contracts, the National Joint Purchasing Alliance (NJPA)/Sourcewell, NASPO, and any other similar Cooperative Contract.

(3) Award. All awards from telephone, facsimile, e-mail or written quotes shall be made to the supplier offering the best value to the County. In determining the best value for the County, the purchase price and whether the goods or services meet specifications are the most important considerations. However, the Director of Purchasing may consider other relevant factors, including:

- (a) Installation costs;
- (b) Life cycle costs;
- (c) The quality and reliability of the goods and services;
- (d) The delivery terms;
- (e) Indicators of probable supplier performance under the contract such as past supplier performance, the supplier's financial resources and ability to perform, the supplier's experience or demonstrated capability and responsibility, and the supplier's ability to provide reliable maintenance agreements and support;
- (f) The cost of any employee training associated with a purchase;
- (g) The effect of a purchase on agency productivity; and
- (h) Other factors relevant to determining the best value for the County in the context of a particular purchase. (Deleted reference to "including the status of the vendor as a Sullivan County based small business.")

**§140-3.7. Sole source procurement.**

A. A contract may be awarded without competition when the Director of Purchasing determines in writing, after conducting a good faith review of available resources that there is only one source for the required commodity, supply, service or construction item. The Director of Purchasing shall conduct negotiations, as appropriate, as to price, delivery and terms. A record of sole source procurements shall be maintained as a public record and shall list each supplier's name, the amount and type of

each contract, a listing of the item(s) procured under each contract, and the identification number of each contract file.

B. In determining whether procurement qualifies as a sole source, the Purchasing Division and the agency requesting the procurement shall show, at a minimum:

- (1) The unique benefits to the County of the item as compared to other products available in the marketplace;
- (2) That no other product or service provides substantially equivalent or similar benefits;
- (3) That, considering the benefits received, the cost of the item is reasonable in comparison to other products in the marketplace;
- (4) That there is no possibility of competition, as from competing dealers or distributors.

#### **§140-3.8. Emergency procurements.**

Notwithstanding any other provisions of this policy, the Director of Purchasing, with the approval of the County Manager or their designee, when practicable under the circumstances, may make or authorize others to make emergency procurements of commodities, supplies, services, or construction items when there exists a threat to public health, welfare, or safety; or County infrastructure; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular supplier shall be included in the contract file.

A. All Departments, except for Division of Public Works:

During periods of emergency, such as (1) natural catastrophes such as landslides, flooding or other acts of nature which prevent normal operations, (2) damage to buildings, roads, or other structures requiring immediate repair to prevent further deterioration or losses, and (3) breakdown of essential mechanical systems and machinery, such as boilers, electrical circuits, water mains or pipes, the normal purchasing procedures are not practical. Therefore, special emergency procedures are established to aid the departments in their operations.

In those cases of emergency requiring immediate actions, the department head responsible for that operation will assume charge for the operation. The following procedure will then be used:

(1) If possible, immediately notify the County Manager/his designee and the Director of Purchasing and Central Services of the nature of the emergency and your plans to cope with the situation.

(2) Contact the vendor immediately and arrange the purchase.

(3) Within five (5) days after the emergency purchase is made, the department head will prepare and forward to the Department of Purchasing and Central Services, a “receiving report” indicating descriptions of the purchase, and other information.

#### B. Division of Public Works:

For Field Employees- In the event an emergency purchase is required, and the purchase is not covered by 140-3.6(1)(a) of this policy, such as:

(1) Natural catastrophes (e.g. landslides, flooding or other acts of nature which prevent normal operations.)

(2) Damage to buildings, roads, or other structures requiring immediate repair to prevent further deterioration or losses.

(3) Breakdown of essential mechanical systems and machinery, such as boilers, electrical circuits, water mains or pipes.

Normal purchasing procedures are not practical. Therefore, the following should be followed:

1. Contact vendor

2. Notification to your Supervisor and/or Commissioner, as soon as practical.

3. Make purchase.

4. Commissioner or his designee shall contact the County Manager or his designee of the circumstances surrounding the emergency, as soon as practical, if the emergency requires the input of the County Manager.

For Public Works Administration Office ONLY-

(1) Commissioner/Department Head will contact County Manager/his designee, as soon as practical, explaining the nature of the emergency and the action taken.

(2) Public Works Administration ONLY will provide documentation as to the item/service purchased, vendor, date and justification as to why this procedure was utilized, to Purchasing and Central Services via letter or e-mail.

(3) Purchasing and Central Services will then document verification of purchase to Audit.

### **§140-3.9. Cancellation of invitations for bids or request for proposals.**

An invitation for bids, a request for proposal, or other solicitation may be cancelled, or any or all proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the County. The reasons therefore shall be made part of the contract file. Each solicitation issued by the County shall state that the solicitation may be cancelled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

### **§140-3.10. Responsibility of bidders and offerors.**

A. Determination of nonresponsibility. If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility, setting forth the basis of the finding, shall be prepared by the Director of Purchasing. The unreasonable failure of a bidder or offeror promptly to supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such bidder or offeror. The final determination shall be made part of the contract file and be made a public record.

B. Right of nondisclosure. To the extent permissible under the New York State Freedom of Information Law (FOIL), information furnished by a bidder or offeror pursuant to this section shall not be disclosed by the County outside of the office of the Director of Purchasing, or using agency, without prior written consent of the bidder or offeror.

**§140-3.11. Cost or pricing data.**

A. Required submissions relating to the award of contracts. A prospective contractor shall submit cost or pricing data when the contract is expected to exceed \$100,000 and is to be awarded by competitive sealed proposals (§ 140-3.2, Competitive sealed proposals), or by sole source procurement authority (§ 140-3.7, Sole source procurement).

B. Exceptions. The submission of cost or pricing data relating to the award of a contract is not required when:

- (1) The contract price is based on adequate price competition;
- (2) The contract price is based on established catalog prices or market prices;
- (3) The contract price is set by law or regulation; or
- (4) It is determined in writing by the Director of Purchasing that the requirements of §140-3.11A (Cost or pricing data, Required submissions relating to the award of contracts) may be waived, and the determination states the reasons for such a waiver.

C. Required submissions relating to change orders or contract modifications. A contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract, when the change or modification involves an increase or decrease in cost or change in specifications.

D. Exceptions. The submission of cost or pricing data relating to the pricing of a change order or contract modification is not required when unrelated and separately priced adjustments for which cost or pricing data would not be required are consolidated for administrative convenience.

E. Certification required. A contractor, actual or prospective, required to submit cost or pricing data in accordance with this section, shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

F. Price adjustment provision required. Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the County of Sullivan, including profit or fee, shall be adjusted to exclude any significant sums by which the County of Sullivan finds that

such price was increased because the contractor-furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between the County of Sullivan and the contractor.

G. In the event of submission of a change order(s), which is in aggregate of lesser of 10% of the original contract price or \$100,000.00, the change order shall be approved by the County Manager. If the change order exceeds 10% or \$100,000.00, then it must be approved by the County Legislature (Resolution No. 44-07).

**§140-3.12. Cost or price analysis.**

A cost analysis or a price analysis, as appropriate, shall be conducted prior to award of the contract other than one awarded under § 140-3.1 (Competitive sealed bidding). A written record of such cost analysis or price analysis shall be made a part of the contract file.

**§ 140-3.13. Bid and performance bonds on supply or service contracts.**

A. Bid and performance bonds or other security may be requested for supply contracts or service contracts as the Director of Purchasing or head of a using agency deems advisable to protect the County of Sullivan's interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder's or offeror's responsibility.

B. The County reserves its right to approve the form, sufficiency, or manner of execution of surety bonds and contracts of insurance furnished by the surety company selected by the bidder to underwrite such bonds or contracts. In addition, all surety companies shall be licensed by the State of New York and have a Best's rating on bonds and contracts of insurance of an A - or better.

C. In addition, the County reserves the right to approve or reject the contractor's proposed surety company. The County shall notify potential bidders, as part of the bid solicitation, of any surety company that has been deemed unacceptable to the County.

**§140-3.14. Types of contracts.**

A. General authority. Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote



the best interests of the County of Sullivan may be used. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the County of Sullivan than any other type or that it is impracticable to obtain the supply, service, or construction item required under such a contract.

#### B. Multiterm contracts.

(1) Specified period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the County of Sullivan, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriations of funds thereafter.

(2) Determination prior to use. Prior to the utilization of a multiterm contract, it shall be determined in writing that:

(a) Estimated requirements cover the period of the contract and are reasonably firm and continuing; and

(b) Such a contract will serve the best interests of the County of Sullivan by encouraging effective competition or otherwise promoting economies in County of Sullivan procurements.

(3) Cancellation due to unavailability of funds in succeeding fiscal periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled.

#### C. Multiple source contracting.

(1) General. A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the County of Sullivan's actual requirements is limited by the provision of Uniform Commercial Code Section 2-306(1).

(2) Limitations on use. A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Any multiple source award shall be made in accordance with the provisions of § 140-3.1 (Competitive sealed bidding), § 140-3.2 (Competitive sealed proposals), §

140-3.6 (small purchases), and § 140-3.8 (Emergency procurements), as applicable. Multiple source awards shall not be made when a single award will meet the County of Sullivan's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the actual requirements.

(3) Contract and solicitation provisions. All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that:

(a) The County of Sullivan shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; and

(b) The County of Sullivan shall reserve the right to take bids separately if the Director of Purchasing approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the County of Sullivan.

(4) Intent to use. If a multiple source award is anticipated prior to issuing a solicitation, the County of Sullivan shall reserve the right to make such an award, and the criteria for award shall be stated in the solicitation.

(5) Determination required. The Director of Purchasing shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the procurement file.

D. Multiple source contracting: purchase of office furnishings by percentage discount awards.

(1) General. A multiple source award for office furnishings is an award of an indefinite quantity contract on one or more office furnishings manufacturer's product lines to more than one bidder or offeror. The obligation to order the County of Sullivan's actual requirements is limited by the provisions of Uniform Commercial Code Section 2-306(1).

(2) Limitations of use. A multiple source award may be made when award to two or more bidders or offerors for similar product lines is necessary for adequate delivery, service or product compatibility. All multiple source awards shall be made in accordance with the provisions of § 140-3.1

(Competitive sealed bidding), § 140-3.2 (Competitive sealed proposals), § 140-3.6 (small purchases), and § 140-3.8 (Emergency procurements), as applicable. Multiple source awards shall not be made when a single award will meet the County of Sullivan's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet actual requirements.

(3) Contract and solicitation provisions. Specifications shall be drafted to include and utilize a "mini-bid" system to ensure that the County receives the best value for dollars expended.

(4) Mini bid procurement process. The Purchasing Division shall issue bids for discounts off of manufacturers' product lines and suggested retail price list. Award will be made by product line to the bidder offering the highest discount. Departments may request a specific brand and item based on the bid awards made. The Purchasing Division shall review the requested requisition and obtain a minimum of three additional quotations from a minimum of three additional contract vendors for an "equivalent" item from other manufacturers. The Purchasing Division shall review all of the mini-bid quotations and select the vendor/manufacturer that meets the form, function, utility and quality of the requesting agency, and also offers the lowest price.

(5) Waiver of mini bid procurement process. The Director of Purchasing may waive the requirement of the Mini Bid process for those procurements that are additions to and alterations of existing systems furniture groups. The reasons for such waiver shall be documented in writing and made part of the procurement record.

#### E. Design service contracts for office furnishings.

(1) General. The Commissioner of Office of Management and Budget and or his/her designee may enter into separate contracts for design services or space planning services as deemed necessary for a particular project.

(2) Limitations on use. A design services or space planning services contract may be entered into in accordance with the provisions of § 140-3.2 (Competitive sealed proposals), § 140-3.6 (small purchases), and § 140-3.8 (Emergency procurements), as applicable.

(3) Contract and solicitation provisions. All solicitations and contracts for design services and space planning services shall include the following requirements:

(a) All specifications prepared under this contract shall be drafted so as to promote overall economy for the purpose intended and encourage competition in satisfying the County's needs and shall not be unduly restrictive. Design service contractors are prohibited from recommending or specifying any manufacturer's products or brand names in their plans and specifications if the design services contractor currently holds a Bid Award for that product line/manufacturer with the County of Sullivan.

(b) When brand names are used in the plans and specifications developed by the Contractor, the contractor shall identify a minimum of three brand names that will satisfy the requirements of the plans and specifications.

**§140-3.15. Contract clauses and their administration.**

A. Contract clauses. All County of Sullivan contracts for supplies, services, materials and equipment, as well as public works projects, shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Director of Purchasing, after consultation with the County Attorney, may issue clauses appropriate for supply, service, or public works contracts, addressing among others, the following subjects:

- (1) The unilateral right of the County of Sullivan to order in writing the changes in the work within the scope of the contract;
- (2) The unilateral right of the County of Sullivan to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
- (3) Variations occurring between estimated quantities of work in contract and actual quantities;
- (4) Defective pricing;
- (5) Liquidated damages;
- (6) Specified excuses for delay or nonperformance;
- (7) Termination of the contract for default;
- (8) Termination of the contract in whole or in part for the convenience of the County of Sullivan;

(9) Suspensions of work on a construction project or by the County of Sullivan; and

(10) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

- (a) When the contract is negotiated;
- (b) When the contractor provides the site or design; or
- (c) When the parties have otherwise agreed with respect to the risk of differing site conditions.

#### B. Price adjustments.

(1) Adjustments in price resulting from the use of contract clauses required by Subsection A of this section shall be computed in one or more of the following ways:

- (a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) By unit prices specified in the contract or subsequently agreed upon;
- (c) By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
- (d) In such other manner as the contracting parties may mutually agree.

(2) A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of § 140-3.11 (Cost or pricing data).

C. Standard clauses and their modification. The Director of Purchasing, after consultation with the County Attorney, may establish standard contract clauses for use in County of Sullivan contracts. If the Director of Purchasing establishes any standard clauses addressing the subjects set forth in Subsection A of this Section, such clauses may be varied, provided that any variations are supported by a written determination that states the circumstances justifying such variations, and provided that

notice of any such material variation be stated in the invitation for bids or requests for proposals.

**§140-3.16. Approval of accounting system.**

Except with respect to firm fixed-price contracts, no contract shall be awarded unless it has been determined in writing by the Director of Purchasing that:

- A. The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- B. The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

**§140-3.17. Right to inspect plant.**

The County of Sullivan may, at reasonable times, inspect the part of the plant, place of business, or worksite of a contractor or subcontractor at any time which is pertinent to the performance of any contract awarded or to be awarded by the County of Sullivan.

**§140-3.18. Right to audit records.**

A. Audit of cost or pricing data. The County of Sullivan may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data pursuant to §140-3.11 (Cost or pricing data) to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required shall maintain such books, documents, papers, and records that are pertinent to such cost or pricing data for seven (7) years from the date of final payment under the contract.

B. Contract audit. The County of Sullivan shall be entitled to audit the books and records of a contractor or subcontractor at any time under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such a contract or subcontract. Such books and records shall be maintained by the contractor for a period of seven (7) years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract.

**§140-3.19. Reporting of anti-competitive practices.**

When for any reason collusion or other anti-competitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the County Attorney and County Manager or State Attorney General.

**§140-3.20. County of Sullivan procurement records.**

A. Contract file. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained by the County of Sullivan in a contract file by the Director of Purchasing.

B. Retention of procurement records. All procurement records shall be retained and disposed of by the County of Sullivan in accordance with record retention guidelines and schedules approved by the State of New York.

## **ARTICLE IV Specifications**

**§140-4.1. Maximum practicable competition.**

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the County of Sullivan's needs, and shall not be unduly restrictive. The policy enunciated in this section applies to all specifications, including, but not limited to, those prepared for the County of Sullivan by architects, engineers, designers, and draftsmen.

**§140-4.2. Brand name or equal specification.**

A. Use. Brand name or equal specifications may be used when the Director of Purchasing determines in writing that:

- (1) No other design or performance specification is available;
- (2) Time does not permit the preparation of another form of purchase description, not including a brand name specification;
- (3) The nature of the product or the nature of the County of Sullivan's requirements makes use of a brand name or equal specification suitable for the procurement; or
- (4) Use of a brand name or equal specification is in the County of Sullivan's best interests.

B. Designation of several brand names. Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.

C. Required characteristics. Unless the Director of Purchasing determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics that are required.

D. Nonrestrictive use of brand name or equal specifications. Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

#### **§140-4.3. Brand name specification.**

A. Use. Since use of a brand name specification is restrictive of product competition, it may be used only when the Director of Purchasing makes a written determination that only the identified brand name item or items will satisfy the County of Sullivan's needs. After the Director of Purchasing prepares the written determination, a request shall be forwarded to the County Legislature to pass a standardization resolution. Under no circumstances shall any solicitation offered by the County contain only one brand name, without allowing for "or equal" products, unless a standardization resolution has been passed by the County Legislature.

B. Competition. The Director of Purchasing shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under § 3-105 (Sole source procurement).



**ARTICLE V**  
**Debarment or Suspension**

**§140-5.1. Authority to debar or suspend.**

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Director of Purchasing, after consultation with the County Attorney, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with the County Attorney, the Director of Purchasing is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity that might lead to debarment. The suspension shall be for a period not to exceed three years. The causes for debarment include:

- A. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such a contract or subcontract;
- B. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County of Sullivan contractor;
- C. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- D. Violation of contract provisions, as set forth below, of a character which is regarded by the Director of Purchasing to be so serious as to justify debarment action:
  - (1) Deliberate failure, without good cause, to perform in accordance with the specifications or within the time limit provided in the contract; or,
  - (2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- E. Any other cause the Director of Purchasing determines to be so serious and compelling as to affect responsibility as a County of Sullivan contractor, including debarment by another governmental entity for any cause listed in this Policy; and

F. For violation of the ethical standards set forth in Article VIII (Ethics in Public Contracting).

**§140-5.2. Decision to debar or suspend.**

The Director of Purchasing shall issue a written decision to debar or suspend. The decision shall state the reasons for action taken and inform the debarred or suspended person involved of its rights concerning judicial or administrative review.

**§140-5.3. Notice of decision.**

A copy of the decision required by §140-5.2 (Decision to debar or Suspend) shall be mailed or otherwise furnished immediately to the debarred or suspended person.

**§140-5.4. Finality of decision.**

A decision under § 140-5.2 (Decision to debar or suspend) shall be final and conclusive, unless fraudulent, or unless the debarred or suspended person, within 10 days after receipt of the decision, takes an appeal to the County Manager or commences a timely action in court in accordance with applicable law.

## ARTICLE VI

### Appeals and Remedies

**§140-6.1. Bid protests.**

A. Right to protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the County Manager. Protestors are urged to seek resolution of their complaints initially with the Director of Purchasing. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within three calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

B. Stay of procurements during protests. In the event of a timely protest under Subsection A of this Section, the Director of Purchasing shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the County Manager makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the County of Sullivan.

**§140-6.2. Contract claims.**

A. Decision of the Director of Purchasing. All claims by a contractor against the County of Sullivan relating to a contract, except bid protests, shall be submitted in writing to the Director of Purchasing for a decision. The contractor may request a conference with the Director of Purchasing on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of a contract, mistake, misrepresentation, or other causes for contract modification or revision.

B. Notice to the contractor of the Director of Purchasing's decision. The decision of the Director of Purchasing shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights under Subsection C of this section.

C. Finality of Director of Purchasing's decision; contractor's right to appeal. The Director of Purchasing's decision shall be final and conclusive unless, within five calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the County Manager or commences an action in a court of competent jurisdiction.

D. Failure to render timely decision. If the Director of Purchasing does not issue a written decision regarding any contract controversy within 20 days after written request for a final decision, or within such longer period as may be agreed upon between parties, then the aggrieved party may proceed as if an adverse decision had been received.

**§140-6.3. Access to administrative forums. (Reserved)**

**§140-6.4. Authority of Director of Purchasing to settle bid protests and contract claims.**

The Director of Purchasing is authorized to settle any protest regarding the solicitation or award of a County of Sullivan contract, or any claim arising out of the performance of a County of Sullivan contract, prior to an appeal to the County Manager or the commencement of an action in a court of competent jurisdiction.

**§140-6.5. Remedies for solicitations or awards in violation of law.**

A. Prior to bid opening or closing date for receipt of proposals. If, prior to the bid opening or closing date for receipt of proposals, the Director of Purchasing, after consultation with the County Attorney, determines that a solicitation is in violation of federal, state, or municipal law, then the solicitation shall be cancelled or revised to comply with applicable law.

B. Prior to award. If, after bid opening or the closing date for receipt of proposals, the Director of Purchasing, after consultation with the County Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law, then the solicitation or proposed award shall be cancelled.

C. After award. If, after an award, the Director of Purchasing, after consultation with the County Attorney, determines that a solicitation or award of a contract was in violation of applicable law, then:

(1) If the person awarded the contract has not acted fraudulently or in bad faith:

(a) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the County of Sullivan; or

(b) The contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or

(2) If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interests of the County of Sullivan.

**ARTICLE VII**  
**Ethics in Public Contracting**

**§140-7.1. Criminal penalties.**

To the extent that violations of the ethical standards of conduct set forth in this article constitute violations of any New York State or Sullivan County law, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this article. Criminal, civil, and administrative sanctions against employees or nonemployees which are in existence on the effective date of this Policy shall not be impaired.

**§ 40-7.2. Employee conflict of interest.**

It shall be unethical for any County of Sullivan employee to participate directly or indirectly in a procurement contract when the County employee knows that:

- A. The County of Sullivan employee or any member of the County employee's immediate family has a financial interest pertaining to the procurement contract; or
- B. Any other person, business, or organization with which the County employee or any member of a County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract. A County of Sullivan employee or any member of a County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

**§140-7.3. Gratuities and kickbacks.**

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. Contract clause. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefor.

**§140-7.4. Prohibition against contingent fees.**

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

**§140-7.5. Contemporaneous employment prohibited.**

It shall be unethical for any County employee who is participating directly or indirectly in the procurement process to become or to be, while such a County employee, the employee of any person contracting with the governmental body by which the employee is employed.

**§140-7.6. Waivers for contemporaneous employment prohibition and other conflicts of interest.**

The County Board of Ethics may grant a waiver from the employee conflict of interest provision (§ 140-7.2, Employee conflict of interest) or the contemporaneous employment provision (§ 140-7.5, Contemporaneous employment prohibited) upon making a written determination that:

- A. The contemporaneous employment or financial interest of the County employee has been publicly disclosed;
- B. The County employee will be able to perform his/her procurement functions without actual or apparent bias or favoritism; and
- C. The waiver will be in the best interests of the County of Sullivan.

**§140-7.7. Use of confidential information.**

It shall be unethical for any County employee or former County employee to knowingly use confidential information for actual or anticipated personal gain, or for the actual or personal gain of any other person.

**§140-7.8. Sanctions.**

- A. Employees. Sanctions against employees shall be in accordance with Local Law 2 of 98 of the Laws of Sullivan County (Code of Ethics).
- B. Nonemployees. The Director of Purchasing may impose any one or more of the following sanctions on a nonemployee for violations of ethical standards:

- (1) Written warnings or reprimands;

- (2) Termination of contracts; or
- (3) Debarment or suspension as provided in § 140-5.2 (Authority to debar or suspend).

**ARTICLE VIII**  
**Additional Requirements for Federal Transit**  
**Administration Funded Contracts**

**§140-8.1. Disadvantaged Business Enterprise Program.**

The County of Sullivan has established a Disadvantaged Business Enterprise (DBE) Officer in accordance with regulations of the U. S. Department of Transportation (DOT), 49 CFR Part 26. The County of Sullivan has received federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the County of Sullivan acknowledges that the requirements of 49 CFR Part 26, as amended, shall be complied with. It is the policy of the County of Sullivan to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

**§140-8.2. Required contract clauses.**

It is the policy of the County of Sullivan to ensure that most current FTA-required contract clauses will be used in all FTA-funded contracts and that the FTA Website shall be checked prior to each procurement.

B. Compliance with the following FTA circulars shall also be certified:

- (1) C5010.1C - Grant Management Guidelines.
- (2) C6100.1B - Application Instructions and Program Management Guidelines.

**Article IX**  
**Green Purchasing**

**§140-9.1**

**Purpose:** Green Purchasing shall include the acquisition of recycled content products, environmentally preferred products and services, biobased products, energy and water efficient products, alternate fuels for vehicles, products using renewable energy, and alternatives to hazardous or toxic chemicals in the following areas:

1. Green Cleaning Products
2. Recycled Manufactured Products
3. Energy Efficient Products, Renewable Power Sources and Alternative Fuel Vehicles

The County has committed to the assessment and adoption of practices to select, procure and use environmentally preferred products that will benefit the environment and health and safety of workers, occupants of and visitors to all County facilities.

The County will encourage contractors supplying goods and services to the County to select and procure such products.

Each department shall be required to document the reasons for selecting products that do not conform to the above. In order to avoid waste, each department shall assess existing inventories, establish availability of suppliers for new products, enable training of personnel in appropriate work practices for new products and allow for phase-out of products and practices currently being maintained.





**COMBINED: LEGISLATIVE MEMORANDUM,  
CERTIFICATE OF AVAILABILITY OF FUNDS  
AND RESOLUTION COVER MEMO**

**To:** Government Services Committee

**Fr:** Cora Edwards, Commissioner of Board of Elections

**Re:** INTRODUCED BY THE GOVERNMENT SERVICES COMMITTEE FOR THE  
SULLIVAN COUNTY BOARD OF ELECT

**Date:** May 2, 2019

**Purpose of Resolution:**

**INTRODUCED BY THE GOVERNMENT SERVICES COMMITTEE FOR THE  
SULLIVAN COUNTY BOARD OF ELECTIONS TO PURCHASE FIFTY-ONE NEW  
ELECTRONIC VOTING MACHINES**

**Is subject of Resolution mandated? Explain:**

Yes, as per NYS Board of Elections

**Is this a renewal of a prior contract? No**

**Date of prior contract? N/A**

**Amount authorized by prior contract N/A**

**Does Resolution require expenditure of funds? Yes**

**If "Yes", provide the following information**

**Amount to be authorized by Resolution: \$78,500.00 per year for 8 years**

**Are funds already budgeted? Yes**

**If "Yes" specify appropriation code(s): Capital Budget**

**If "No", specify proposed source of funds:**

**Estimated Cost Breakdown by Source**

**County: \$78,500 per year**

**State: \$<Insert Amount Here>**

**Federal Government:\$<Insert  
Here>**

**Grant(s): \$<Insert Amount Here>**

**Other: \$<Insert Amount Here>**

**(Specify):**

**Specify Compliance with Procurement Procedures:  
Bid**

**Bid/RFP/Quote#  
NYS Office of General Services  
(OGS) Contract #PC66393,  
Group #22300 and Award #  
NEG-22659**

**Person(s) responsible for monitoring contract (Title): Cora Edwards Commissioner of  
Board of Elections**

**INTRODUCED BY THE GOVERNMENT SERVICES COMMITTEE FOR THE SULLIVAN COUNTY BOARD OF ELECTIONS TO PURCHASE FIFTY-ONE NEW ELECTRONIC VOTING MACHINES**

**WHEREAS**, The New York State (NYS) Board of Elections has certified new voting machine systems for County Board of Elections Offices from Dominion Voting Systems Corporation, an approved NYS vendor (outside of New York City), and

**WHEREAS**, Dominion is a qualified vendor per the NYS Office of General Services (OGS) Contract #PC66393, Group #22300 and Award # NEG-22659, and the County Board of Elections has determined that this vendor meets the needs of the department, and

**WHEREAS**, the Sullivan County Board of Elections has determined that fifty-one (51) new voting machines will be needed for the upcoming elections in 2019 and beyond, and

**WHEREAS**, an installment payment plan of \$78,500.00 per year for the period 2019 through and including 2026, is a fiscally responsible way to fund the purchase;

**NOW THEREFORE, BE IT RESOLVED**, the Sullivan County Legislature authorizes the County Manager to enter into an installment purchase agreement with Dominion Voting Systems Corporation, subject to New York State OGS requirements, and

**BE IT FURTHER RESOLVED** that the Sullivan County Legislature approves such purchase, and approves payments in installments of \$78,500.00 each year for the period 2019 through 2026.