UCCRC

Ulster County Capital Resource Corporation

PROCUREMENT POLICY

SECTION 1. PURPOSE AND AUTHORITY. The purpose of this Part is to outline the procurement policy (the "Procurement Policy") of the Ulster County Corporation (the "Corporation") as set forth by the procurement policy resolution (the "Resolution") adopted by the Corporation pursuant to Section 858-a(2) of Title One of Article 18-A of the General Municipal Law (the "Act").

SECTION 2. SECURING GOODS AND SERVICES. All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances: purchases costing less than $500; goods purchased from agencies for the blind or severely handicapped pursuant to Section 175-b of the State Finance Law; goods purchased from correctional institutions purchase to Section 186 of the Correction Law; purchases under State contracts pursuant to Section 104 of the General Municipal Law; purchases under county contracts pursuant to Section 103(3) of the General Municipal Law; or purchases pursuant to Section 4 of this policy.

SECTION 3. METHOD OF PURCHASE.

(A) General. The following method of purchase will be used when required by this policy in order to achieve the highest savings:

Estimated Amount of Purchase Contract	Method
$500-$2,999	2 verbal quotations
$3,000 and above	3 written/fax quotations or written request for proposals

Estimated Amount of Public Works Contract	Method
$500-$2,999	2 verbal quotations
$3,000-$4,999	2 written/fax quotations
$5,000-and above	3 written/fax quotations or written request for proposals

(B) Number of Proposals or Quotations. A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement.

(C) Documentation.

(1) Documentation is required of each action taken in connection with each action taken in connection with each procurement.

(2) Documentation and an explanation is required whenever a contract is awarded to other than the lowest responsible offeror. This documentation will include an explanation of how the reward will achieve savings or how the offeror was not responsible. A determination that the offeror is not responsible shall be made by the purchaser and may not be challenged under any circumstances.

SECTION 4. CIRCUMSTANCES WHERE SOLICITATION OF ALTERNATIVE PROPOSALS AND QUOTATIONS NOT IN BEST INTEREST. Pursuant to General Municipal Law Section 104-b(2)(f), the procurement policy may contain circumstances when, or types of procurements for which, in the sole discretion of the members of the Corporation, the solicitation of alternative proposals or quotations will not be in the best interest of the Corporation. In the following circumstances, it may not be in the best interests of the Corporation to solicit quotations or document the basis for not accepting the lowest bid:

(A) Professional Services. Professional services or services requiring special or technical skill, training or expertise. The individual, company or firm must be chosen based on accountability, reliability, responsibility, skill, conflict of interests, reputation, education and training, judgment, integrity, continuity of service and moral worth. Furthermore, certain professional services to be provided to the Corporation, e.g., legal and accounting services, impact liability issues of the Corporation and its members, including securities liability in circumstances where the Corporation is issuing bonds. These qualifications and the concerns of the Corporation regarding its liability and the liability of its members are not necessarily found or addressed in the individual, company or firm that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

In determining whether a service fits into this category, the Corporation shall take into consideration the following guidelines: (1) whether the services are subject to State licensing or testing requirements; (2) whether substantial formal education or training is a necessary prerequisite to the performance of the services; and (3) whether the services require a personal relationship between the individual and Corporation members. Professional or technical services shall include but not be limited to the following: services of an attorney (including bond counsel); services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; investment management services; printing services involving

extensive Page 3 writing, editing or art work; management of municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.

(B) Emergency Purchases. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the public. This section does not preclude alternate proposals if time permits.

(C) Purchases of Secondhand Goods. Purchases of surplus and second-hand goods from any source. If alternate proposals are required, the Corporation is precluded from purchasing surplus and second-hand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods and a lower price may indicate an older product.

(D) Goods or Services Under $500. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interests of the taxpayer. In addition, it is not likely that such de minimis contracts would be awarded based on favoritism.

SECTION 5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN.

(A) All Corporation documents soliciting bids or proposals for Corporation contracts shall contain or make reference to the following provisions:

1. The Corporation will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this Section, affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation; and

2. The Corporation shall state, in all solicitations or advertisements for employees, that, in the performance of the Corporation contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(B) Any contract awarded by the Corporation will include the provisions of Section (A) of this Section in any subcontract, in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the Corporation contract.

(C) The provisions of this Section shall not be binding upon contractors or subcontractors in the performance of work or the provision of services or any other

activity that are unrelated, separate or distinct from the Corporation contract as expressed by its terms.

(D) In the implementation of this Section, the Corporation shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this Section. The Corporation shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such law and if such duplication or conflict exists, the Corporation shall waive the applicability of this Section to the extent of such duplication or conflict.

(E) The Corporation shall ensure that "certified businesses" (as defined in Section 310 of the Executive Law of the State of New York) shall be given the opportunity for meaningful participation in the performance of Corporation contracts and to identify those Corporation contracts for which certified businesses may best bid to actively and affirmatively promote and assist their participation in the performance of Corporation contracts so as to facilitate the award of a fair share of Corporation contracts to such businesses.

SECTION 6. BREACH OF CONTRACT. Language in substantially the following form shall be included in all contracts entered into by the Corporation for the procurement of goods or services:

All parties shall perform their obligations strictly in accordance with this Agreement. In case of violation of this Agreement, the breaching party (B) shall compensate the non-breaching party (A) for the losses and be responsible for all other responsibilities as imposed by law, whether or not this Agreement is terminated. The nonbreaching party (A) could notify in writing and request it to rectify and correct such breach of contract, if the breaching party (B) cannot take any action to satisfy the non-breaching party (A) and rectify and correct such breach within fourteen (14) days upon the issuance of the written notice, the non-breaching party (A) could take the actions pursuant to this Agreement or any other measures in accordance with laws. If party (B) cannot repay any advance pursuant to this Agreement, party (B) shall pay a rate of 0.2% per day for any outstanding amount of advance to party (A) (calculated from the request date) for repayment by party (B) and shall also indemnify party (A) in full against economic damages due to breach of this Agreement. Failure to perform in conformity with this Procurement Policy shall and will constitute breach of this contract and shall result in the breaching party to be responsible for all damages incurred by the Corporation.

SECTION 7. REVIEW OF CONTRACTS FOR PROFESSIONAL SERVICES VALUED OVER $10,000 PER YEAR. All contracts for professional services valued at $10,000 per year shall, at minimum, be (A) reviewed annually and (B) have a formal Request for Proposal (RFP) advertised every three years.

SECTION 8. NON-COLLUSION AND CODE OF ETHICS CERTIFICATIONS. All offerors/bidders/respondents must submit with their offer/bid/response a Non-Collusion

Certification and Code of Ethics Certification in the form approved by the Corporation. The forms attached hereto as Exhibit A and Exhibit B may be used, or such other form as is approved by the Chief Executive Officer of the Corporation.

SECTION 9. POLICY REVIEW. This policy will be reviewed annually.

EXHIBIT A

NON-COLLUSION CERTIFICATION

By submission of this [Statement], the [Respondent] and each person signing on behalf of the [Respondent] certifies, and in the case of a joint [Statement], each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

The prices, cost estimates and other elements of this Statement have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to the same with any other [Respondent] or with any competitor; and

Unless otherwise required by law, the prices, cost estimates and other elements of this [Statement] have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the [Respondent] prior to award, directly or indirectly, to any other [Respondent] or to any competitor; and

No attempt has been made or will be made by or on behalf of the [Respondent] (or any of its partner or subcontractor firms) to induce any other person, partnership or corporation to submit or not to submit a [Statement] for the purpose of restricting competition.

The undersigned hereby certifies his or her compliance and/or agreement with the above statements.

NAME OF [RESPONDENT]: _____

SUBMITTED BY (signature): _____

PRINT NAME: _____

TITLE: _____

DATE: _____

EXHIBIT B

CODE OF ETHICS CERTIFICATION

Section 1. Purpose.
Pursuant to the Ulster County Capital Resource Corporation's Procurement Policy, the Corporation requires any vendor to certify that its contract is not knowingly in violation with the Corporation's Code of Ethics.

Section 2. Definitions.
The following definitions are set forth for purpose of this resolution: (a.) "Member" means a member of the Corporation, whether paid or unpaid. (b.) "Interest" means a pecuniary or material benefit accruing to a Member, unless the context otherwise requires.

Section 3. Standards of Conduct.
Every Member shall be subject to and abide by the following standards of conduct:

(a.) Gifts. No Member shall directly or indirectly solicit any gift or gifts, or accept or receive any gift or gifts which have an individual or cumulative value of seventy-five dollars ($75.00) or more from any individual, business or organization, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him or her in the performance of his or her official duties, or was intended as a reward for any official action on his or her part.

(b.) Confidential Information. No Member shall disclose confidential information acquired by him or her in the course of his or her official duties or use such information to further his or her personal interest.

(c.) Representation Before Any Corporation for a Contingent Fee. No Member shall receive compensation, or enter into any agreement, expressed or implied, for compensation for services to be rendered in relation to any matter before the Corporation whereby his or her compensation is to be dependent or contingent upon any action by the Corporation with respect to such matter.

(d.) Disclosure of Interest. To the extent that he or she knows thereof, a Member who participated in a discussion or gives an official opinion to the Corporation on any matter before the Corporation shall publicly disclose on the official record the nature and extent of any direct or indirect financial benefits to that member. A Member who is an officer, stockholder or employee of any business, firm, corporation or association must fully disclose his or her private interest in any contract authorized by the Corporation prior to the vote. No Member shall participate in the selection, award or administration of a procurement supported by Corporation funds where, to the Member's knowledge, any of the following has a financial or substantial interest in any organization which may be considered for such award:

1. the officer, employee, or agent;
2. any Member of his or her immediate family*;
3. a Member's spouse or partner; or
4. person or organization which employs, or is about to employ, any of the above.

Section 4. Penalties.
In addition to any penalty contained in any other provision of New York State law, any vendor who shall knowingly and intentionally violate any of the provisions of this code may have its contract voided.

The undersigned hereby certifies his or her compliance and/or agreement with the above statements.

NAME OF [RESPONDENT]: _____

SUBMITTED BY (signature): _____

PRINT NAME: _____

TITLE: _____

DATE: _____

**In determining substantial interest, the definition of immediate family means any person related within the first degree of affinity or within first degree of consanguinity to the party involved.*

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Amended: March 16, 2022