

George Latimer
County Executive

Department of Probation

Rocco A. Pozzi
Commissioner

66760

Date: January 23, 2019

To: The Honorable Board of Acquisition and Contract

From: Rocco A. Pozzi
Commissioner, Department of Probation

Re: Authority to amend an agreement with Premier Metropolitan Polygraph for the provision of polygraph services for the Department of Probation for a term commencing on January 1, 2018 and continuing through December 31, 2018 in an amount not-to exceed \$60,000.00, by: 1) authorizing the County to extend the contract for up to four successive annual terms at the County's sole discretion at the same rates as provided for under the initial term; 2) authorizing the County to exercise the first of its four successive annual renewal options for the period from January 1, 2019 through December 31, 2019 in an amount not-to-exceed \$71,613.00, payable pursuant to an approved rate schedule; and 3) reflecting the Contractor's correct legal name as Louis Conte d/b/a Premier Metropolitan Polygraph.

On October 27, 2017, the County of Westchester (the "County"), acting by and through its Department of Probation (the "Department") issued a Request for Proposals (the "RFP") to procure the services of a polygraph examiner to perform polygraph services for the Department's Sex Offender Unit as part of the Department's containment approach to treatment/supervision of sex offenders. Notably, the RFP provided that "the successful proposer selected under this RFP will, upon approval of the County Board of Acquisition and Contract, be awarded a contract for the one year period commencing on or about January 1, 2018, through December 31, 2018, with the option to extend the contract for up to four successive annual terms at the County's sole discretion." The Department determined that Premier Metropolitan Polygraph (the "Contractor") met the evaluation criteria set forth in the RFP and was ultimately awarded the contract.

Thereafter, by resolution approved on February 1, 2018 (the "February 1st Resolution"), your Honorable Board authorized the County, acting by and through the Department, to enter into an agreement with the Contractor, pursuant to which the Contractor would provide polygraph services to the Department's Sex Offender Unit for a term commencing on January 1, 2018 and continuing

through December 31, 2018 for an amount not-to-exceed \$60,000.00, payable pursuant to an approved rate schedule (the "Agreement"). The Agreement was subsequently executed.

Due to an administrative oversight, neither the February 1st Resolution nor the Agreement itself provided that the County was authorized to extend the contract for up to four successive annual terms at the County's sole discretion, as was clearly contemplated in the RFP. In order to correct this oversight and fulfill the parties' expectations, authority is respectfully requested to amend the Agreement with the Contractor to authorize the County to extend the contract for up to four (4) successive annual terms at the County's sole discretion, at the same rates as provided for under the initial term of the Agreement.

In addition, since the initial term of the Agreement expired on December 31, 2018, the County now seeks to exercise the first of the aforementioned four (4) renewal options to extend the term of the Agreement for an additional year. Accordingly, authority is also requested to amend the Agreement to authorize the County to exercise the first of its four renewal options to extend the term of the Agreement from January 1, 2019 through December 31, 2019 (the "First Renewal Term"). In consideration for services to be rendered during the First Renewal Term, the Contractor will be paid an amount not-to-exceed \$71,613.00, at the rates set forth in the approved rate schedule. It should be noted that the not-to-exceed amount for the First Renewal Term is higher than the initial term due to adding another \$10,000, because we are anticipating the need for more Domestic Violence polygraph exams to be performed. However, the rate schedule will remain the same.

Lastly, since the Contractor, Louis Conte, is a sole proprietor "doing business as" Premier Metropolitan Polygraph, the Contractor's name as it appears in the Agreement should be Louis Conte d/b/a Premier Metropolitan Polygraph, not simply Premier Metropolitan Polygraph. Accordingly, authority is requested to further amend the Agreement in order to reflect the Contractor's correct legal name: Louis Conte d/b/a Premier Metropolitan Polygraph.

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

Approval of the attached resolution is respectfully requested.

RAP/PS/DJ/jpg
Attachment

RESOLUTION

Based upon a communication from the Commissioner of Probation, be it hereby

RESOLVED, that the County of Westchester (the "County"), acting by and through its Department of Probation (the "Department"), is authorized to amend an agreement with Premier Metropolitan Polygraph (the "Contractor") for the provision of polygraph services for the Department for a term commencing on January 1, 2018 and continuing through December 31, 2018 in an amount not-to exceed \$60,000.00 (the "Agreement"), by: 1) authorizing the County to extend the contract for up to four successive annual terms at the County's sole discretion, at the same rates as provided for during the initial term; 2) authorizing the County to exercise the first of its four successive annual renewal options to extend the Agreement for the period from January 1, 2019 through December 31, 2019 in an amount not-to-exceed \$71,613.00, payable pursuant to the approved rate schedule; and 3) reflecting the Contractor's correct legal name as Louis Conte d/b/a Premier Metropolitan Polygraph; and be it further

RESOLVED, that except as otherwise specifically amended hereby, all remaining terms and conditions of the Agreement shall remain in full force and effect upon the parties; and be it further

RESOLVED, that this Agreement is subject to County appropriations; and be it further

RESOLVED, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his authorized designee is hereby authorized to execute the above agreement on behalf of the County of Westchester; and to take all other action necessary to effectuate the purposes hereof.

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
101	39	1000	4380		\$71,613

Budget Funding Year(s) 2019 Start Date 01/01/2019 End Date 12/31/2019
(must match resolution)

Funding Source Tax Dollars \$71,613

State Aid _____

\$71,613.00 Federal Aid _____

(must match resolution)

Other \$71,613

APPROVED BOARD OF ACQUISITION & CONTRACTS - 02/07/2019 - LISA MARIJAJ, SECRETARY