

**GENESEE VALLEY REGIONAL MARKET AUTHORITY  
GUIDELINES FOR PROCUREMENT CONTRACTS**

**1. Purpose**

The purpose of these Guidelines for Procurement Contracts is to establish the basis for soliciting and evaluating proposals from individuals or firms providing goods or services to the Authority.

**2. Definitions**

“Procurement Contracts” are all contracts for the purchase of Goods or Services or for public work involving an expenditure of more than \$2,500.

“Services” include consulting, professional or technical nature provided by outside consultants or contractors (individuals, partnerships or firms who are not officers or employees of the Authority) for a fee or other compensation.

“Personal Services” include accounting, architectural, engineering, financial advisory, legal, public relations, planning, management consulting, surveying, training (when provided on Authority property or exclusively for Authority employees) and construction management.

“Goods” include equipment, material and supplies of every kind.

**3. Solicitation Procedures**

*A. Invitations for Bids*

Except as otherwise provided in these Guidelines, all Procurement Contracts will be awarded on the basis of sealed bids after public advertisement.

*B. Requests for Proposals*

For contracts where the scope of work cannot be well defined or quantified, or where selection requires evaluation of factors such as breadth and depth of experience in a unique or highly specialized field and suitability as an Authority representative, a competitive search will be conducted to determine which consultants are most qualified, for reasonable compensation terms, to perform the work.

*C. Pre-Qualification*

Prospective bidders on Procurement Contracts may be pre-qualified by invitation. In such cases, proposals will be requested only from those providers or firms whose prequalification submittals show sufficient ability and competence to supply the particular Goods or perform the particular services required.

*D. Number of Bids or Proposals*

Except as otherwise provided in these Guidelines, bids or proposals will be sought from a minimum of three providers or firms (if available).

*E. Withdrawal of Solicitation*

The Authority may withdraw any pending solicitation at any time, for cause or no cause. Any person or entity submitting any responsive document to the Authority does so at its own cost or expense and will not be reimbursed by the Authority for the preparation of any responsive document, unless otherwise agreed to in writing by the Authority and signed by an authorized representative of the Authority.

*F. Responsibility of Executive Director*

Solicitation of proposals for Procurement Contracts is the responsibility of the Executive Director.

**4. Emergency Procurements**

A Procurement Contract may be awarded without following the solicitation requirements that would ordinarily apply (but using such competitive selection procedures as are practicable under the circumstances) where emergency conditions exist, such as:

- A. a threat to the health or safety of the public or Authority employees; or
- B. the proper functioning of the Authority's offices or construction or operating projects require adherence to a schedule that does not permit time for an ordinary procurement solicitation.

**5. Minority and Women Owned Businesses**

In order to promote the use of minority and women owned business enterprises ("M/WBEs"), the Authority will solicit offers from M/WBEs known to have experience in the area of Goods or services to be provided, regardless of the type of contract. For the purpose of these Guidelines, an M/WBE is any business enterprise at least 51% of which is owned by African-Americans, Hispanics, Native Americans, Asians, Pacific Islanders or women.

**6. Sole Source Contracts**

A Procurement Contract may be awarded on a sole source basis where:

- A. The compatibility of equipment, accessories or spare or replacement parts is the paramount consideration.
- B. Services are required to extend or complement a prior procurement and it is impracticable or uneconomic to have a source other than the original source continue the work.

C. A sole supplier's item is needed for trial use or testing, or a proprietary item is sought for which there is only one source.

D. Other circumstances or work requirements exist that cause only one source to be available to supply the required Goods or Services.

## **7. New York State Businesses**

The Authority will use its best efforts to promote the participation of New York State businesses and New York State residents in the Authority's procurement contracts.

## **8. Contracts by Governmental Units**

Goods and Services may be procured under centralized contracts let by the New York State Office of General Services in accordance with Section 163 of the New York State Finance Law where the Executive Director determines that a reasonable potential exists for cost savings or other benefit to the Authority and has approved the specifications and proposed terms and conditions of such contract.

## **9. Evaluation Of Proposals**

### *A. Standard for Evaluation*

Evaluation of proposals will be made by a fair and equitable comparison of all aspects of the proposals against the specifics of the request and against each other, including an analytic study of each offer considering the quality of the Goods or the competence of the bidder, the technical merit of the proposals and the price for which the Goods or Services are to be supplied.

### *B. Evaluation of Service Contracts*

For Services, the technical merits of the proposals and the experience and capabilities of the bidders will be the primary factors in determining the individual or firm to be awarded the contract, provided that the price for performing such work is reasonable and competitive.

### *C. Evaluation of Other Contracts*

For Procurement Contracts other than Personal Services (as defined in section 2 of these Guidelines), awards should usually be made to the lowest-priced firm submitting a proposal that meets the commercial and technical requirements of the bid documents.

### *D. Award to other than the Low Bidder*

Award to "other than low bidder" can be made only with the approval of the appropriate management level as stipulated in the EAPs, and should be based on such a proposal providing a clear advantage to the Authority over that of the lower-priced proposal.

*E. Recommendation of Award*

A recommendation for approval of a proposed award of a Procurement Contract will be prepared in the form of a memorandum by the Executive Director. The recommendation will include an evaluation of proposals as specified in this Section 9, as well as proposed specific terms that provide a clear breakdown of cost factors and methods of calculation of compensation.

**10. Procurement Lobbying**

The Authority will use its best efforts to discourage improper communications intended to influence procurement and will comply with the applicable provisions of State Finance Law Sections 139-j and 139-k.

The Authority will designate a person or persons who may be contacted, with respect to each Authority procurement, by bidders/contractors or persons acting on their behalf where a reasonable person would infer that the communication was intended to influence the procurement during the Restricted Period, as defined in Section 139-j of the State Finance Law.

In accordance with Section 139-j of the State Finance Law, the Authority will not award a Procurement Contract to a bidder/contractor who fails to provide timely, accurate and complete responses to inquiries about past determinations of non-responsibility (unless awarding the contract is necessary to protect public property or public health or safety and it is the only source capable of supplying the required article of procurement within the necessary timeframe).

A bidder/contractor's knowing and willful violation of the Authority's policy providing for certain procurement disclosures will result in a determination of non-responsibility of such bidder/contractor pursuant to State Finance Law Sections 139-j and 139-k only.

More than one determination of non-responsibility due to violations of State Finance Law Section 139-j in a four-year period will render a bidder/contractor ineligible to submit bids for four years from the second determination of non-responsibility.

**11. Prohibition Of Current Employees; Employment Of Former Officers And Employees**

*A. Current Employees*

All current employees and their immediate families (spouse, parent, or sibling) or individuals or entities in which such employees and their immediate families have an ownership interest are prohibited from employment as contractors, vendors or consultants.

*B. Former Employees*

Former Authority officers and employees are eligible to be considered for employment as contractors or consultants, provided that:

- (a) they meet all criteria for contractors or consultants generally as specified in these Guidelines;

(b) their employment is not barred by New York Public Officers Law Section 73 (8); and

(c) if requested, they obtain an opinion by the State Ethics Commission that such employment is permissible.

*C. Conflicts of Interest*

In accordance with the provisions of New York Public Officers Law Section 73(8):

(a) No Authority officer or employee is eligible, within a period of two years after the termination of Authority service, to receive compensation for any services rendered on behalf of any person, firm, corporation or association, in relation to any matter involving the Authority.

(b) No Authority officer or employee is eligible, at any time after the termination of Authority service, to appear, practice, communicate or otherwise render services before the Authority or any other state agency or receive compensation for any such services rendered on behalf of any person, firm, corporation or other entity in relation to any case, proceeding, application or transaction that such person was directly concerned with and personally participated in during his or her period of service, or which was under his or her active consideration.

*D. Political Influence*

No individual who is involved in the award of Authority grants or contracts may ask any officer or director of such current or prospective contractor or grantee to reveal:

(a) the party affiliation of the individual;

(b) whether the individual or entity has made campaign contributions to any party, elected official, or candidate for elective office; or

(c) whether the individual or entity voted for any elected official or candidate for elective office.

Any violation of this section 11(D) may result in disciplinary action up to and including termination.

*E. Family Members*

No Authority employee may take part in any contracting decision relating to a Family Member or relating to any entity in which a Family Member owns or controls 10% or more of the stock of such entity. If a contracting matter arises relating to a Family Member, the employee must advise his or her supervisor of the relationship and must be recused from any and all discussions or decisions relating to the matter.

Any violation of this section 11(E) may result in disciplinary action up to and including termination.

For purposes of this section 11(E), the term “Family Member” means any person living in the same household as the Authority employee or any person related to the employee within the third degree of consanguinity or affinity to the Authority employee (e.g., the employee’s spouse, child, parent, sibling, half-sibling or step relative in the same relationship; the spouse of the employee’s child, parent, sibling, half-sibling or step-relative; the employee’s in-laws, aunt, uncle, niece, nephew, grandparent, grandchild or first cousin).

## **12. Third Party Rights; Validity Of Contracts**

These Guidelines are intended for the guidance of officers and employees of the Authority only, and are not intended to confer on any person, firm or corporation any right, remedy, claim or benefit under any requirement or provision hereof.

Nothing contained in these Guidelines is intended to alter, affect the validity of, modify the terms of or impair any contract or agreement made or entered into in violation of, or without compliance with, the provisions of these Guidelines.