

ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Resolution No. 12-01-01
January 26, 2012

ADOPTION OF PROCUREMENT LOBBYING LAW POLICY AND PROCEDURES

WHEREAS, the St. Lawrence County Industrial Development Agency (the “Agency”) has put into place written procedures to comply with State Finance Law §139-j and §139-k relative to anyone who may contact the Agency regarding an Agency procurement,

NOW, THEREFORE BE IT RESOLVED the St. Lawrence County Industrial Development Agency hereby approves the attached “Procurement Lobbying Law Policy and Procedures.”

Move:	LaBaff			
Second:	Hall			
VOTE	AYE	NAY	ABSTAIN	ABSENT
Blevins	X			
Hall	X			
LaBaff	X			
McMahon	X			
Peck	X			
Staples	X			
Weekes	X			

I HEREBY CERTIFY that I have compared this copy of this Resolution with the original record in this office, and that the same is a correct transcript thereof and of the whole of said original record.

/s/

Natalie A. Sweatland
January 26, 2012

ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
PROCUREMENT LOBBYING LAW POLICY AND PROCEDURES
APPROVED JANUARY 26, 2012

Policy:

It is the policy of the St. Lawrence County Industrial Development Agency (the "Agency") to comply with State Finance Law §139-j and §139-k (Law) relative to anyone (the "Offerer") contacting the Agency about an Agency procurement.

Applicability:

The Law applies to procurement contracts that have an annual value in excess of \$15,000. The requirements of the Law commence at the earliest written notice, advertisement or solicitation of request for proposals, invitations for bids, or solicitation of proposals, or any other method for soliciting a response from an Offerer intending to result in a procurement contract and end with the final contract award.

Procedure:

Pursuant to State Finance Law §139-j and §139-k, the Agency shall designate person(s) who are the only staff that can be contacted relative to a procurement and will record all "contacts" by an Offerer or its representative regarding the procurement.

A "contact" is any communication with the Agency under circumstances where a reasonable person would infer that the communication was intended to influence the procurement. Information that must be recorded in the procurement record includes: the name, address, telephone number, place of principal employment and occupation of the person making contact; whether the person is retained or employed by the Offerer; and whether the contact is an attempt to influence a specific procurement.

An impermissible "contact" is any communication that meets the definition above, other than the exceptions cited below, by the Offerer, or its representative, with anyone other than the Agency's designated contact(s) for such procurement. Any Agency employee who becomes aware that an Offerer has violated the provisions of a permissible contact during a procurement must immediately notify the Agency's Compliance Officer who shall investigate such incident.

The law recognizes specific communications and contacts that can go to other than the Designated Contacts, i.e. to Permissible Subject Matter Contacts. These communications and contacts include:

1. submission of written proposals;
2. submission of written questions to the designated contact when all written questions and responses are to be disseminated to all interested offerers;
3. written complaints by an Offerer to the Agency General Counsel regarding the failure of Agency staff to comply timely with the provisions of the Law;
4. participation in a bid conference or interviews;
5. negotiations subsequent to tentative award;
6. review and debriefings of procurement awards; and
7. communications during bid complaints, protests or appeals.

(These permissible contacts must also be recorded and included in the procurement record.)

Any Offerer that knowingly and willfully violates the restrictions to permissible contacts shall be found non-responsible and shall not be awarded the procurement contract. Determinations of non-responsibility due to such violations shall be reported to the New York State Office of General Services (OGS). OGS shall maintain a list of Offerers determined to be non-responsible due to such violations. Any subsequent determination of non-responsibility within four (4) years of a previous determination of non-responsibility based upon an impermissible contact shall result in the Offerer being ineligible to submit a proposal or be awarded a procurement contract with any government entity, as defined in State Finance Law §139-j (1) (a), for a period of four (4) years from the second determination.

Prior to the award of a procurement contract, the Agency must include in its responsibility review a determination of the Offerer's compliance with provisions of the Law including any disclosure from a previous violation of the Law within the previous four (4) years during any governmental procurement.

**Offerer's Affirmation of Understanding of and Agreement Pursuant to
State Finance Law §139-j(3) and §139-j(6)(b)
As provided to the St. Lawrence County Industrial Development Agency**

Background:

State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the Offerer submits its proposal or bid.

Instructions:

A completed affirmation must accompany each Bid Form, Letter of Interest, or Proposal submitted by an offerer and will be required for any contract amendments over \$15,000. This document must also accompany each Emergency Contract Bid Form.

Affirmation:

Offerer affirms that it understands and agrees to comply with the procedures of the St. Lawrence County Industrial Development Agency relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Signature of Offerer: _____

Date: _____

Printed Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Contractor Address: _____

City/State/Zip: _____

Reference Number: _____

Date: _____

Offerer's Disclosure of Prior Non-Responsibility Determinations
State Finance Law §139-k(2)
As provided to the St. Lawrence County Industrial Development Agency

Name of Individual/Entity Seeking to Enter into

Procurement Contract:

Address: _____

Address: _____

City/State/Zip: _____

Name of Person Submitting this Disclosure: _____

Title of Person Submitting this Disclosure: _____

Contractor Address: _____

City/State/Zip: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made in the previous four years a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract? Yes No

If you answered Yes to Question 1, complete Questions 2 through 4, where applicable:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? Yes No

3. Was the basis for the finding of non-responsibility due to intentional provision of false or incomplete information to a Government Entity? Yes No

4. Provide details regarding the finding of non-responsibility below and attach additional pages as necessary:

Government Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Government Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intention provision of false or incomplete information? Yes No

If you answered Yes to Question 5, provide details below and attach additional pages as necessary:

Government Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding of Contract: _____

Offerer certifies that all information provided to the St. Lawrence County Industrial Development Agency with respect to State Finance Law §139-k is complete, true and accurate.

Signature

Date