

THE WATERBURY LAND BANK AUTHORITY, INC.

PROCUREMENT POLICY

ADOPTED January 27, 2022

1. PURPOSE

- a. The Purpose of this policy is to promote transparency and openness, fairness, and equitable treatment in the procurement of goods and services by The Waterbury Land Bank Authority, Inc. (“Land Bank”); to maximize value and purchasing power of the Land Bank; to follow good administrative practice, exercise prudent decision-making, maintain high ethical standards, and establish strong internal controls.
- b. The Land Bank will employ competitive bidding where appropriate.
- c. The Land Bank will invite participation from underrepresented firms, including Small and Minority Business Enterprises (S/MBE).

2. DEFINITIONS

- a. “Bid Documents” means the documents, specifications, forms and other information issued in connection with multiple Bids.
- b. “Bid Notice” means the notice from the Executive Director of the Land Bank or his or her designee regarding a Procurement which shall include: a general description of the Procurement; information necessary to obtain the Bid Documents; and the date, time and place for both the submission of Bids and the opening of the Bids.
- c. “Bid Price” means the dollar amount set forth in a Bid.
- d. “Bid” means a response to a Bid Notice containing all Bid Documents and any other documents or information the Bidder is required to provide.
- e. “Bidder” means any Person who submits a Bid.
- f. “Board” means the Board of Directors of the Land Bank.
- g. “Chairman”, “Chairperson” and “Chair” means the chairperson of the Board of the Land Bank.
- h. “Contract” means agreements, addenda, memoranda of understanding and any other written document used to make purchases for the Land Bank.
- i. “Contractor” means a Person performing Professional Services for the Land Bank pursuant to a Contract.

- j. “Control”, “is Controlled by”, or is “under common Control with” means a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise.
- k. “Small and Minority Business Enterprise” or S/MBE shall have the meaning set forth by the Connecticut State Department of Administrative Services.
- l. “Execution” means to sign a Contract, after it has been approved by the Executive Director or the Land Bank Board, as required by this Procurement Policy.
- m. “Executive Director” means the Executive Director of the Land Bank or the individual vested with the chief executive and administrative responsibility of the Land Bank, however named.
- n. “Goods” means goods, commodities and equipment.
- o. “Land Bank” means The Waterbury Land Bank Authority, Inc., organized and operated pursuant to the Connecticut Revised Nonstock Corporation Act and Connecticut Public Act 19-175 and as set forth in its Certificate of Incorporation.
- p. “Joint Venture” means an association of two or more Persons proposing to perform a for profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract.
- q. “Not-for-Profit Organization” means an entity having tax exempt status under the United States Internal Revenue Code Section 501(c)(3).
- r. “Person,” unless the context indicates otherwise, means any individual, corporation, partnership, joint venture, trust, association, limited liability company, unincorporated business, individually owned business, sole proprietorship or similar type of organization or association.
- s. “Procurement File” means a physical record keeping system, whether in paper copy and/or in electronic format, that maintains records of all procurements, accessible to authorized persons for purposes of review, reference, audit, or reporting.
- t. “Professional Services” means any services performed for the Land Bank for a fee or other compensation and for which special technical or professional training, licensing, expertise, and/or certification may apply, including, but not limited to: legal, accounting, management consulting, investment banking, financial custody, investment management, construction management, construction, repair, planning, training, statistical, research, public relations, architectural, engineering, surveying or other consulting, professional or technical services. Professional Services shall not include any services performed for the Land Bank by its employees or individuals employed or contracted by the City of Waterbury and provided to the Land Bank within that capacity.
- u. “Procurement Contract” means any agreement for the acquisition of goods or services of any kind.
- v. “Procurement”, “Procurements” or “Procuring” means obtaining supplies, equipment, goods, or services of any kind.

- w. "Proposal" means a response to a written Request for Proposals.
- x. "Proposer" means a Person submitting a written Proposal.
- y. "Public Works" means all fixed works constructed or demolished by the Land Bank, or paid for wholly or in part out of public funds administered by the Land Bank. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the City of Waterbury. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multifamily residence. Public Works includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.
- z. "Purchase" or "Purchases" means the expenditure of Land Bank funds to obtain supplies, materials, equipment, goods, or services of any kind, but excluding the acquisition or disposition of real property.
- aa. "Respondent" means a Person responding to a Request for Qualifications with a written Response.
- bb. "Response" means a written response to a Request for Qualifications.
- cc. "Responsible" means a Person that has the capability in all respects to perform fully a Contract or to provide the required supplies, equipment, goods or services to the Land Bank, and the integrity and reliability that will assure good faith performance. Factors taken into consideration in determining whether a Person is Responsible may include, but are not limited to, quality, financial capacity, past performance, experience, adequacy of staff, equipment and the ability to perform within the time frame required for the Procurement.
- dd. "Responsive" means a Bid, a Response or a Proposal is in compliance in all material respects with all the terms, conditions and requirements set forth in the Bid Documents, Request for Proposals, Request for Qualifications, request for quotations or other terms required for a Procurement, including but not limited to completion and timely submittal of all required affidavits, statements, certifications, Bid deposits, insurance, performance and payment bonds and other requirements.
- ee. "RFP" means a Request for Proposals or Request for Bids issued pursuant to this Policy.
- ff. "RFQ" means a Request for Qualifications issued to obtain the qualifications of parties interested in providing Professional services.
- gg. "Services" means services performed for the Land Bank for a fee or other compensation other than Professional Services.
- hh. "Vendor" means a person or entity that sells products, services or goods.

3. AUTHORITY

- a. Executive Director as Purchasing Agent.

- i. The Executive Director shall serve as the purchasing agent for the Land Bank and shall be responsible for making all Procurements and for managing the Procurement Process in accordance with this Policy; and
 - ii. In absence of the Executive Director, the Board Treasurer shall act as the purchasing agent for the Land Bank and shall be vested all powers and duties assigned to the Executive Director herein.

- b. Authority to Purchase Goods and Services.
 - i. In accordance with this Policy, and subject to the supervision of the Board, the Executive Director shall:
 - 1. Procure or supervise over the procurement of all supplies, services, and construction needed by the Land Bank;
 - 2. Exercise direct supervision over inventories of supplies belonging to the Land Bank;
 - 3. Sell, trade, or otherwise dispose of surplus supplies belonging to the Land Bank; and
 - 4. Establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with the public agencies using the supplies, services, and construction.

- c. Purchase Limits on Goods and Services.
 - i. The Purchasing Agent is authorized to purchase goods and services valued up to and including \$5,000 for a contract term of not more than 12 months without express Board authorization;
 - ii. For goods and services valued over \$5000 and up to \$25,000, the Purchasing Agent may make a purchase without prior Board Approval, provided the Purchasing Agent obtains at least three (3) written quotes from Responsible Persons. The Purchasing Agent shall notify the Board of any such Expenditure at the first meeting of the Board that is held following the purchase execution; and
 - iii. For Expenditures of goods and services valued over \$25,000, the Purchasing Agent shall issue a written RFP and solicit sealed competitive Bids from at least three (3) Responsible Persons. Prior to entering into a Contract with any Person identified through a competitive Bid process, the proposed Bid must be presented to and approved by the Board of Directors.

- d. Documentation.
 - i. Each action taken in conjunction with each Procurement must be supported by documentation justifying a fair and reasonable price. Documentation may include, but not be limited to, written price estimates for comparable Goods, Services and Equipment; cost analyses, included whether leasing or purchase offered the best

option; and other such information as shall be useful to document the procurement decision;

- ii. Documentation shall be kept in a Procurement File established for the tracking of all Procurements, with adequate detail to allow for an audit of purchases at such time as may be required by the Board or external parties authorized to conduct audits;
- iii. A written log or similar record of any oral quotes received must be kept, documenting the item purchased using an oral quote, the business name and representative providing the quote, the date of the quote, and the price quoted;
- iv. For any written Quote, Bid, Proposal, or Response, a complete file for each Bidder and containing all materials received from the Bidder must be maintained, along with any correspondence between the Land Bank that is relevant to the Bid process;
- v. When an award is made to other than the lowest Responsible Proposer, the determination to make the award must be supported by documentation that justifies the award and sets forth the reasons why the award furthers the purposes of this Policy; and
- vi. Whenever the specified number of quotations cannot or will not be secured, the reasons for this shall be indicated in writing and maintained in the procurement file.

4. CONTRACT ADMINISTRATION

- a. The Land Bank shall establish and maintain an overall system of contract administration to ensure proper oversight and management of procurement actions.
- b. The Land Bank is responsible for evaluating Contractor performance and documenting, as appropriate, whether Contractors have met the terms, conditions and specifications of the contract. This may include progress inspections, interim products, inspection of goods delivered, and other such methods that provide assurance that the goods or services purchased are being delivered within the scope of the contract.
- c. The Land Bank's contract administration system must ensure that:
 - i. The method of procurement is documented and records maintained for five years after final payment is made;
 - ii. All activities are carried out and costs are incurred in compliance with applicable requirements; and
 - iii. Before payment is made, services performed are adequate and consistent with the contract scope of services.
- d. All documents, including Bids, contracts, invoices, reports, contracting correspondence, information on disputes and how disputes were resolved, contract closeout documents, audits, or related information shall be maintained in paper or electronic form in such a

fashion as may allow authorized Persons to audit the Land Bank for contract performance compliance reasons.

5. GENERAL REQUIREMENTS

- a. Any contract with a term that exceeds 12 months (1 year) requires approval by the Board of Directors.
- b. This Policy does not apply to the purchase of real property (see Policies and Procedures for Acquisition, Holding and Disposition of Real Property).
- c. All Services or Professional Services contracts in excess of \$5,000 shall be in writing.
- d. The form of each contract shall be approved prior to use by the Land Bank's legal counsel.
- e. Contracts shall detail:
 - i. The provided goods or scope of services to be performed, with sufficient detail as to allow the average individual to understand what is being contracted;
 - ii. The cost of the goods or the compensation for the services, including by item and total cost;
 - iii. The timing of the contract delivery, including any benchmarks or completion dates for which a partial payment is required;
 - iv. A schedule of payments;
 - v. Any preconditions of payment, such as inspection of goods and services prior to payment;
 - vi. Procedures for terminating the contract and the rights of each party if a contract is terminated;
 - vii. Any other provisions the Board deems necessary to protect the rights and interests of the Land Bank and avoid any and all conflict between the organization, its Contractors, or the general public;
 - viii. In the awarding of contracts and awards generally, the Land Bank shall determine whether the Bidder is qualified, Responsible and reliable by taking into consideration the following:
 1. Whether the Bid was timely submitted;
 2. Whether the Bidder was responsive to all Bid requirements;
 3. Whether the Bidder provided all licenses, insurance and current references where required;
 4. Whether the Bidder has the capacity and financial ability to complete the contract;
 5. Past performance; and
 6. Whether the Bidder meets stated affirmative preferences within this Policy.
 - ix. Contracts will be awarded to the lowest Responsible dollar Bidder who meets the specifications therefor, except in circumstances that the Land Bank determines justify an award to other than the lowest Responsible dollar Bidder.

6. TYPES OF GOODS AND SERVICES

- a. Professional Services.

- i. The Executive Director shall make an initial determination as to the types of Professional Services that the Land Bank will require as the need arises;
 - ii. The Executive Director shall prepare a Request for Qualifications for each type of professional services identified in the initial determination;
 - iii. Procurement contracts for professional services shall be selected based upon the Best Value to the Land Bank, which takes into consideration other factors in addition to costs, such as quality and efficiency; and
 - iv. Requests for Statements of Qualifications (“RFQ”) are appropriate for retention of one independent contractor, or a qualified pool of independent contractors, to provide a defined type or scope of services required by the Land Bank as the need arises or to select professional services to be rendered at pre-established rates.

- b. Pre-Qualification of [Professional Service Providers]¹ through a Request for Qualification Process.
 - i. The Land Bank staff shall review, evaluate and rank the qualifications received from the responding Persons based upon the criteria set forth in the RFQ, which may include, skill, experience, quality, efficiency and fee;
 - ii. The Executive Director shall review and approve the scoring of the responses to the RFQ and the selection of the independent contractors to be included on the pre-qualified lists;
 - iii. The pre-qualified vendor lists by type of Professional Service as well as any and all changes made thereto shall be pre-approved by the Board; and
 - iv. Additionally, at the discretion of the Executive Director, the Land Bank may utilize independent contractors from the City of Waterbury’s pre-qualified vendor lists. This Policy shall be applicable when utilizing City of Waterbury-approved contractors.

- c. Documentation.
 - i. The Executive Director’s determination of need for a particular Professional Service shall be maintained in the procurement file;
 - ii. A record of the RFQ, the responses, and any determinations pursuant thereto shall be maintained in the procurement file; and
 - iii. A record of any changes made to the pre-qualified independent contractor lists and the reasons therefor shall be maintained in the procurement file.

- d. Contracts for Services.
 - i. For all Services that will be rendered by pre-qualified vendors at pre-approved rates or rates that do not exceed pre-set maximums, contracts for such services may be entered into on behalf of the Land Bank by the Executive Director at his or her discretion and without the necessity of Board approval; and
 - ii. For all services that will be rendered by pre-qualified vendors where the rates and fees have not been pre-approved, or where rate or fee maximums have not been

¹ Should there be differences between Services and Professional Services?

pre-set, the Executive Director shall obtain three (3) or more quotes from vendors on the pre-qualified lists and select the lowest cost vendor. Contracts for such services may be entered into on behalf of the Land Bank by the Executive Director with the approval of the Chair and without the necessity of Board approval.

- e. Solicitation Procedures for the Purchase of Goods.
 - i. The Executive Director is authorized to purchase Goods of value up to \$5,000 per instance or in a series of related purchases, upon his/her sole authority, each of which shall be reported to the Board of Directors at such intervals as the Board may direct;
 - ii. For Goods between \$5,001 to \$25,000 per instance or in a series of related purchases, the Executive Director shall solicit and receive written/fax/email quotations from at least three (3) vendors; and
 - iii. For Goods greater of value than \$25,000 per instance or is a series of related purchases, the Land Bank shall procure using a written Request for Proposal.

- f. Documentation.
 - i. For each procurement of Goods by the Land Bank, the Executive Director shall set forth in writing a determination of need for the Goods, the category of procurement that is being made and what method of procurement is specified, which shall be maintained in the procurement file; and
 - ii. A record of all solicitations for alternative proposals or quotations, the response (if applicable), and any determinations pursuant thereto shall be maintained in the procurement file.

7. PROCEDURES FOR THE SOLICITATION OF CONSTRUCTION CONTRACTS.

- a. Notwithstanding anything to the contrary herein, the Land Bank shall not award any construction, demolition, renovation or reconstruction contract greater than \$15,000 except to the lowest Bidder who, in its opinion, is qualified to perform the work required and who is Responsible and reliable. The Land Bank may, however, reject any or all Bids or waive any informality in a Bid if it believes that the public interest will be promoted thereby. The Land Bank may reject any Bid, if, in its judgment, the business and technical organization, plant, resources, financial standing, or experience of the Bidder justifies such rejection in view of the work to be performed.
- b. The Land Bank shall prepare a Request for Proposals (“RFP”) setting forth the standards and requirements that competitors must observe for any construction, demolition, renovation or reconstruction contract that is estimated to cost greater than \$15,000. The RFP shall specify the deadline for the submission of Bids and the date on which the Bids will be opened.
- c. Upon opening of the Bids, the Land Bank shall determine whether the Bidder is qualified, Responsible and reliable.

- d. Upon determining which Bidders are qualified, responsible and reliable, the Land Bank shall rank the Bids based upon lowest cost and award the contract to the lowest Bidder.
- e. Construction, demolition, renovation or reconstruction contracts in the amount of \$15,000 or less shall require written/fax/email quotations from at least three vendors.
- f. All construction, demolition, renovation or reconstruction awards must be approved by the Executive Director and all such contracts in an amount over \$5,000 may be entered into on behalf of the Land Bank by the Executive Director only after approval by the Board.

8. EXCEPTIONS

a. Emergency.

- i. An emergency exists if the delay caused by soliciting quotes or Bids would endanger health, welfare, or property; and
- ii. In the case of an emergency award, the Chair of the Board may authorize such expenditures as necessary to meet the emergency, in writing or orally, provided that a written explanation for the emergency and the decision of the Chair is recorded in the minutes of the next meeting of the Board.

b. Sole Source.

A Sole Source procurement is allowed where:

- i. there is only one (1) possible source from which to procure goods and services in the marketplace;
- ii. no other goods or services provide substantially equivalent or similar benefits; and
- iii. considering the benefits, the cost is deemed reasonable.

c. An exception is warranted due to the unavailability of three (3) vendors who are willing to provide a Bid or quote.

9. CODE OF CONDUCT/ETHICS

The Land Bank Policy Concerning Ethics and Conflicts of Interest shall apply to all purchasing and procurements of the Land Bank.

10. SUSPENSION/ DEBARMENT

a. Authority to Debar or Suspend.

- i. After reasonable notice to the Person involved and reasonable opportunity for that Person to be heard, the Executive Director, after consulting with the Land Bank's legal counsel is authorized to debar a Person for cause from consideration for award of contracts; and
- ii. The debarment shall be for a period of not more than three years.

b. Decision and Notice to Debar or Suspend.

- i. The Executive Director shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended Person involved of its rights concerning administrative review; and
 - ii. A copy of the decision required by section 10.b.i shall be mailed or otherwise furnished immediately to the debarred or suspended Person.
- c. A decision under this section shall be final and conclusive, unless the debarred or suspended Person within ten (10) days after receipt of the decision takes an appeal to the Land Bank Board or commences a timely action in court in accordance with applicable law.

11. APPEALS AND REMEDIES

- a. Bid Protests.
 - i. Any actual or prospective Bidder, Bidder, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Land Bank Board;
 - ii. Protestors are urged to seek resolution of their complaints initially with the Executive Director. A protest with respect to an Invitation for Bid or Request for Proposal shall be submitted in writing prior to the opening of Bids or 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; and
 - iii. The protest shall be submitted within seven (7) calendar days after such aggrieved Person knows or should have known of the facts giving rise thereto.
- b. Stay of Procurement During Protests.
 - i. In the event of a timely protest under subsection (a) of this section, the Executive Director shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Land Bank General Counsel makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the Land Bank.
- c. Contract Claims.
 - i. All claims by a Contractor against the Land Bank relating to a contract, except Bid protests, shall be submitted in writing to the Executive Director for a decision; and
 - ii. The Contractor may request a conference with the Executive Director on the claim. Claims include, without limitations; disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- d. Notice to the Contractor of the Executive Director's Decision.

- a. Procurement of insurance services is subject to this policy as Professional Services.
- b. The actual insurance policies are not subject to the requirements of this Policy.

16. LOCAL BUSINESS PREFERENCE

- a. All factors being equal and to the extent authorized by law, in the award of contracts, the Land Bank shall prefer suppliers and Contractors whose primary business is physically located in Waterbury, or in New Haven County, or which utilizes labor from Waterbury or New Haven County.
- b. Where requested, the Bidder or Supplier seeking preference under this provision shall furnish written proof of a principal place of business.
- c. The local place of business shall have been in existence and operation for at least three (3) years prior to the publication of a notice to Bid.

17. AFFIRMATIVE CONSIDERATION OF SMALL AND MINORITY-OWNED BUSINESSES

- a. Whenever and to the fullest extent reasonably possible, affirmative efforts shall be made by the Land Bank to utilize local small- and minority-owned businesses (S/MBE). The following steps shall be taken in furtherance of this goal:
 - i. Ensure that S/MBEs are used to the fullest extent practicable;
 - ii. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by S/MBEs;
 - iii. Consider in the contracting process whether firms competing for larger contracts tend to subcontract with S/MBEs;
 - iv. Encourage contracting with consortiums of S/MBEs when a contract is too large for one of these firms to handle individually; and
 - v. Use the services and assistance, as appropriate, of such agency as the U.S. Small Business Administration, U.S. Department of Commerce's Minority Business Development Agency, and State of Connecticut Department of Administrative Service.[<https://portal.ct.gov/DAS/Services/Licensing-Certification-Permitting-and-Codes/Small-Minority-Business-Center>]
- b. Any firm that attempts to or is found to have attempted to participate in a scheme to circumvent the purposes of this Policy through the use of a S/MBE firm as a front or straw-buyer for a non-S/MBE firm shall be disbarred from doing business with the Land Bank for a period not to exceed five (5) years, as shall the S/MBE firm that participated in said scheme(s).

18. NON-DISCRIMINATION

- a. Effective XXXX, 2022, the Land Bank adopted a nondiscrimination resolution
- b. All vendors/Contractors who are the recipients of Land Bank funds, or who propose to perform any work or furnish any goods under agreements with the Land Bank agree that Vendors/Contractors must will not discriminate against any employee and/or applicant for

employment because of race, religion, color, sexual orientation, and/or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendors/Contractors.