

**TOWNSHIP OF HOPEWELL  
COUNTY OF MERCER, STATE OF NEW JERSEY**

**RESOLUTION #25-267**

**RESOLUTION OF THE TOWNSHIP OF HOPEWELL COUNTY OF MERCER,  
STATE OF NEW JERSEY, APPROVING AND AUTHORIZING THE USE OF THE  
PURCHASING PROCEDURES MANUAL AND VENDOR MANUAL**

**WHEREAS**, the Township of Hopewell has appointed Sean P. Canning as the Township's Qualified Purchasing Agent in accord with *N.J.S.A.* 40A:11-9; and

**WHEREAS**, the QPA has prepared for the Township a purchasing procedures manual and vendor manual to be utilized in the public bidding and procurement process; and

**WHEREAS**, the Administrator has reviewed and has recommended the use of these documents and has requested the Governing Body approves use for the daily operations to maintain purchasing compliance with applicable New Jersey and Federal Law.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Township of Hopewell, County of Mercer, State of New Jersey, that it approves the purchasing procedures manual as updated, to be used in the public bidding and procurement process and hereby directs all procurement in the Township to be in accord with said regulations, laws and authorizes departments and personnel to use same and to conduct bid openings and procurement in accord with New Jersey and Federal Law

Date Adopted: July 14, 2025

**CERTIFICATION**

I, Katherine Fenton-Newman, Municipal Clerk, of the Township of Hopewell, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at the regular meeting held on the 14<sup>th</sup> day of July 2025, in the Municipal Building Auditorium, Hopewell Township, New Jersey and via Zoom Video Communications.



Katherine Fenton-Newman, RMC  
Municipal Clerk

# **Township of Hopewell**

**COUNTY OF MERCER  
STATE OF NEW JERSEY**

## **PURCHASING POLICY MANUAL**

### **MAYOR & TOWNSHIP COMMITTEE**

**Mayor Courtney Peters-Manning**

**Deputy Mayor David Chait**

**Committee Member Kevin Kuchinski**

**Committee Member Uma Purandare**

**Committee Member Michael Ruger**

**Katherine Fenton-Newman, Township Clerk**

**George Snyder , Township Administrator/Director of Public Works**

July 1, 2025

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## **SECTION 1**

### **I. Goals of the Township of Hopewell**

- A. The New Jersey Local Public Contract Law (N.J.S.A.40A:11-1 et. Seq.,) requires that no purchase of goods and services, construction and all related services to the Township of Hopewell be made without certification that there is adequate adherence to procurement law, as well as certification funding. The purpose of said laws and this policy manual is to ensure that the public tax dollars are expended in a transparent and legal manner.
- B. This manual describes the purchasing system of the Township of Hopewell; its relationship to the certification of available funds which is required for the purchase of goods and services, materials, as well as construction, or improvements to facilities.

### **II. Standards of Conduct for Employees Engaged in the Selection, Award, and Administration of Contracts:**

All classified and unclassified personnel engaged in the selection, award, and administration of contracts shall adhere to the standard of conduct set forth in N.J.S.A. 40A:9-22.5, as more specifically provided for therein, which is reiterated below:

- A. No local government officer or employee or member of his/her immediate family shall have an interest in a business organization or engage in any business, transaction, or professional activity, which is in substantial conflict with the proper discharge of his duties in the public interest;
- B. No independent local authority shall, for a period of one year next subsequent to the termination of office of a member of that authority.
  - a. Award any contract which is not publicly bid to a former member of that authority;

- b. Allow a former member of that authority to represent, appear for or negotiate on behalf of any other party before that authority; or
  - c. Employ for compensation, except pursuant to open competitive examination in accordance with Title 11A of the New Jersey Statutes and the rules and regulations promulgated pursuant thereto, any former member of that authority.
  - d. The restrictions contained in this subsection shall also apply to any business organization in which the former authority member holds an interest.
- C. No local government officer or employee shall use or attempt to use his official position to secure unwarranted privileges or advantages for himself or others;
- D. No local government officer or employee shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he/she has an interest, has a direct or indirect financial or personal involvement that might reasonably be expected to impair his objectivity or independence of judgment;
- E. No local government officer or employee shall undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice his/her independence of judgment in the exercise of his official duties;
- F. No local government officer or employee, member of their immediate family, or business organization in which he/she has an interest, shall solicit or accept any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value based upon an understanding that the gift, favor, loan, contribution, service, promise, or other thing of value was given or offered for the purpose of influencing him, directly or indirectly, in the discharge of his official duties. This provision shall not apply to the solicitation or acceptance of contributions to the campaign of an announced candidate for elective public office, if the local government officer has no knowledge or reason to believe that the campaign contribution, if accepted, was given with the intent to influence the local government officer in the discharge of his official duties;

- G. No local government officer or employee shall use, or allow to be used, his/her public office or employment, or any information, not generally available to the members of the public, which he receives or acquires in the course of and by reason of his office or employment, for the purpose of securing financial gain for himself, any member of his immediate family, or any business organization with which he is associated;
- H. No local government officer or employee or business organization in which he/she has an interest shall represent any person or party other than the local government in connection with any cause, proceeding, application or other matter pending before any agency in the local government in which he serves. This provision shall not be deemed to prohibit one local government employee from representing another local government employee where the local government agency is the employer and the representation is within the context of official labor union or similar representational responsibilities;
- I. No local government officer shall be deemed in conflict with these provisions if, by reason of his participation in the enactment of any ordinance, resolution or other matter required to be voted upon or which is subject to executive approval or veto, no material or monetary gain accrues to him as a member of any business, profession, occupation or group, to any greater extent than any gain could reasonably be expected to accrue to any other member of such business, profession, occupation or group;
- J. No elected local government officer shall be prohibited from making an inquiry for information on behalf of a constituent, if no fee, reward or other thing of value is promised to, given to or accepted by the officer or a member of their immediate family, whether directly or indirectly, in return therefor; and
- K. Nothing shall prohibit any local government officer or employee, or members of their immediate family, from representing himself/herself, or themselves, in negotiations or proceedings concerning his, or her, or their, own interests.
- L. Any employee found to be violating any of these standards of conduct shall be disciplined pursuant to the Township's Employee Handbook, or the Union's

Collective Bargaining Agreement, or any applicable ethics board, whichever may apply.

### **III. General Principles**

- a. Each Department Head has jurisdiction over his or her department, budgetary and financial management must be consistent with the State of New Jersey statutes and procedural guidance and regulations. The New Jersey Division of Local Government Services provides for guidance in procurement through the administration of the New Jersey Administrative Code (N.J.A.C.5:34-1 et.Seq.,) and through the issuance of Local Finance Notices.
- b. No Township employee, elected or appointed official may purchase, or commit to purchase any goods or services, without their first being a certification of available funds by the Chief Financial Officer and approval by the Township of Hopewell's Qualified Purchasing Agent.

### **IV. Definitions**

- A. "Aggregate" means the sums expended or to be expended for the provision or performance of any goods or services in connection with the same immediate purpose or task, or the furnishing of similar goods or services, during the same contract year including all Township agencies and departments.

## SECTION 2

### I. **Threshold Concepts (N.J.S.A. 40A:11-3)**

It is imperative that all Township Agencies adhere to the following basic concepts of New Jersey Public Procurement.

- A. The bidding threshold is \$53,000.00.
- B. "Bid threshold" means the dollar amount of \$53,000.00, above which the Township shall advertise for and receive sealed bids.
- C. "Aggregate" For those expenditures that, one time or in the annual aggregate (which includes all Township agencies, not just your department) are greater than \$7,950.00 but less than the bid threshold (\$53,000.00)
  - a. Three (3) competitive quotations,
  - b. The aggregate is applied Township wide. When calculating the amount purchased in the previous contract year, the calculation shall be based on the period of 12 consecutive months following the award of a contract.
  - c. Contracts cannot be divided to avoid bidding.
- D. Quotation Records
  - a. If the department solicits quotations, then the department shall retain the record of the quotation solicitation and shall include a copy of the record with the voucher used to pay the vendor.
  - b. A copy of the quote solicitation paperwork shall be scanned and included in the Township's financial encumbrance system.



## II. Threshold guide map

### A. \$0.00-\$7,949.00 (Verbal Quote Threshold, Goods and Services)

- a. \$3,500.00 Federal Funds, See Section 19

### B. \$7,950.00 - \$53,000.00 (Written Quote Threshold Construction see Section 8(3)).

- a. All procurements over the amount of \$7,950.00 require:

1. The end user obtains a minimum of three (3) quotes filled out on the QUOTE sheet and uploaded as an attachment within the encumbrance system.
2. If the end user is soliciting from SWMVB (Small, Women's, Minority, Veterans, Business Enterprises) then two (2) quotes shall suffice.
3. It should be noted that the obtaining of a quote where a vendor cannot offer the goods or service is considered a non-quote. Legally a non-quote suffices to serve as one of the three (3) quotes and needs to indicate the date, time and with whom the end user spoke. The same holds true with SWMVB quotes.

### C. \*\*Window Contracts \$17,500.00 - \$53,000.00 see Section 9 Pay to Play

### D. For a purchase to move forward under this threshold a vendor will as of necessity be required to provide:

- Business Registration Certificate 52:34-55
- United States Treasury W-9 form
- AA302 or CEIR New Jersey EEO monitoring compliance form
- Iran Form
- Russia Form

E. \$0.00-\$19,375.00- Construction, Alteration, Demolition (excluding Janitorial and Landscaping) Threshold (for Federal Funds quotes see Section 19.

- a. These quotes are for public works project but below the prevailing wage threshold.
- b. Public Work - (N.J.S.A. 34:11-56.4 et seq.) & Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.)

1. "Public work" means construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. "Public work" shall also mean construction, reconstruction, demolition, alteration, custom fabrication, or repair work, done on any property or premises, if the work is paid for from public funds, if, at the time of the entering into of the contract the property or premises is owned by the public body.
2. The end user seeking quotes BELOW the threshold for public work of \$19,375.00 shall follow the process found in Section II (A)
3. Under the definition of public work and the aggregate amount of public work to proceed is more than \$19,375.00 but below \$53,000.00 as known by estimates, the vendor must provide for their works to be compensated according to prevailing wage rates.
4. Prevailing Wage – rates are found at the Department of Labor website

F. \$19,375.00 - \$53,000.00 - Construction, Alteration, Demolition (excluding Janitorial and Landscaping) Threshold.

- a. The end user seeking quotes for public work shall follow the process found in QUOTE Section II (A). IN ADDITION TO:

- b. The vendor and subcontractors must provide the Township a "Public Works Registration Certificate" N.J.S.A. 34:11-56.48.
- a. \*\*\*It needs to be noted that the effective date of the certificate as shown on the form must be on the date on or before any quote or bid opening. It is not allowable for a vendor to obtain a form after being informed they will be awarded the work\*\*\*.
- c. The vendor and any subcontractors all must provide the following for work to commence:
- Business Registration Certificate, N.J.S.A. 52:34-55
  - United States Treasury W-9 form
  - Prevailing Wage Certified Payrolls. The vendor must submit to the Township within 10 days of their own payroll on a New Jersey Department of Labor Certified Payroll form and list on NJWAGE Hub.
  - New Jersey Construction EEO Compliance Monitoring Form AA201 Pre- Construction
  - New Jersey Construction EEO Compliance Monitoring Form AA202 Post- Construction
  - Federal Debarment form (over \$2,000.00)

G. WINDOW CONTRACTS - \$17,500.00 to \$53,000.00 Formal Quotes –

- a. These contracts and quotations are known as "window contracts" as they have exceeded the Pay to Play thresholds but are below the bid threshold for the Township. The key concept here is the quotes obtained have not been publicly advertised.
- b. Aggregation (Section 9, Pay to Play) becomes a key concept here on both commodity and vendor aggregation. The Purchasing Agent as part of his/her duties is charged with maintaining an accurate accounting for the level of commodity aggregation as well as the yearly vendor aggregation to determine the method of procurement for repeat vendor orders.
- c. The end user obtaining a quote between the \$17,500.00 and \$53,000.00 must document the quotes and submit the quotation form in the requisition

system alerting the Purchasing Agent that the procurement is being made as a window contract and a REQUIRED DISCLOSURE must be initiated.

- d. If this manner of procurement is conducted the vendor will be forwarded by the Division of Purchasing a Business Entity Disclosure Contribution form and a Ch. 271 Political Contribution Disclosure Form for completion and sending back to the Township.
- e. There will be a 10-day period prior to enacting any resolution of award after the Township receives back both the notarized BED-C and PCD forms.
- f. If the end user contacts purchasing a request a formal request for proposals in a fair and open manner by advertising on the purchasing section of the Township website, and/ or legal publication advertisement, the proposals may be received, and the requisition initiated in a fair and open manner. Such a procurement will follow the same route as lower quotes and may be awarded following certification of funds, as the procurement was advertised there is no further need for the BED-C form or PCD form to be filled to and returned.

Alternatively, the Governing Body as per LFN 2023-14 may authorize the Qualified Purchasing Agent to authorize the procurement immediately after receiving a fair and open request for quotes as a window contract.

H. \$53,000 or higher, the bid threshold

- a. Procurement that is a commodity, service or construction that is not exempt (N.J.S.A. 40A:11-5) from public bidding and not a cooperative purchase must be publicly bid.
- b. Bid request Approval Routing Form must be completed and signed by the Department Head and provided to the Purchasing Agent. Specifications are the responsibility of the department head and are subject to the following standards for specifications:
- c. The specifications must be edited for technical and grammatical accuracy and in final form prior to requesting bid.

- d. Specifications shall not be restrictive. No brand names may be requested, only "brand name, or equivalents."
  - e. Specifications shall be submitted via e-mail to the Purchasing Agent.
  - f. The using department must provide account number(s), and allocation or engineer's estimate with the bid request.
  - g. Specification preparation is the responsibility of the using department. The department must provide the budget estimates as well as justifications for procurement. The quantities requested must be justifiable either through history or usage or specific capital projects. The using department will submit a requisition to initiate the bid process with all required information. Purchasing will advertise for bids, open and review bids, tabulate and forward to requesting department for recommendation of award. Upon recommendation of award, the user agency shall encumber funds and CFO shall certify funds.
- I. Construction Bids
- a. See Section 8, Construction

## SECTION 3

### I. Encumbrance Systems (N.J.A.C. 5:30-5.1)

- A. An encumbrance is the first part of a three-part process for purchasing and paying for goods or services.
  - a. The other two processes are the Accounts Payable and Cash Disbursements process.
  - b. An encumbrance is a special type of accounting transaction that anticipates a future expenditure. Funds are encumbered, or set aside, in an appropriation or budgetary account for a specific future purchase. The document used to record an encumbrance is a Purchase Order.
- B. An encumbrance system requires that proper authorization must be obtained via requisition prior to the ordering of goods or services.
  - a. An encumbrance system enables the management of the department and Township to fulfill a fiduciary obligation by informing them of a purchase before it takes place (Requisition), and by giving them the opportunity to authorize the purchase in advance.
  - b. The signatures on the Purchase Order ensure that this authorization has taken place.
- C. Requisitions/ Routing of Requisitions
  - a. Each department, board, committee, commission, agency or office must request quotes prior to the encumbrance of funds. The Purchasing Agent and other appropriate officials will aid. The user department must enter a requisition in the Purchasing/Inventory System by encumbering the funds prior to the procurement of the goods or services.
  - b. **NO ORDER SHALL BE PLACED, OR COMMITMENT MADE PRIOR TO THE ISSUANCE OF A PURCHASE ORDER SIGNED BY THE CHIEF FINANCIAL OFFICER. CONFIRMING ORDERS ARE PROHIBITED.**

- c. The requisition shall be entered in the Purchasing/Inventory System well in advance (two weeks is desired) of the time the goods and services are needed.
  - d. Description of the good or service requested, state contract number, shipping fees if applicable, account number, project number (if capital request), resolution number, quotes and a detailed description of the requested purchase must be referenced in the requisition. All Capital and Trust Account requisitions require approval by the Chief Financial Officer.
- D. Multiple quotes for purchases over \$7,950.00. Documented in the financial encumbrance system.
- E. Upon department, director, capital or trust and budget approval, the Purchasing Agent or Finance Department shall review requisitions to ensure compliance with the New Jersey Local Public Contracts Law and generate the Purchase Order.
  - a. The Purchasing Agent shall review for compliance with the New Jersey Local Public Contract Law (N.J.S.A.40A:11-1 et. Seq.,) and the Chief Financial Officer shall review and certify funds.
- F. Upon receipt of the Purchase Order, the vendor provides the goods or services directly to the user department and returns the signed purchase order, an original itemized invoice, and the shipping document to the requesting agency.
  - a. The requesting department compares the vendor shipping document and invoice with the purchase order, quote or contract to ensure that the goods or services are performed in accordance with the quote or contract.
  - b. The Department Head authorizes payment of the invoice through the current approved electronic purchasing system.

#### G. Interest and Late Fees

- a. The Township may only pay for goods and services that have been received. Therefore, the Township cannot enter into any contract where the vendor requires a down payment or advance payment of any kind.
- b. Departments are advised to carefully look for wording to this effect when quotes or any other paperwork is received from the vendor.
- c. The Township does not pay late fees or interest. This provision should be in the bid specifications that are prepared, and clearly indicated so that vendors are aware that the Township will not pay late fees or interest.
  - 1. The exception to this general rule is that late payment issues do not generally apply to construction contracts.
  - 2. A separate, "prompt-payment law," N.J.S.A. 2A:30A-1 covers construction contract payments. Local Finance Notice 2006-21 describes the application of the law.

#### H. Automatic Renewal Clauses are forbidden by State law as contrary to the Local Public Contracts Law.

- a. Departments should read and review any bid documents that come in, or forms of contract that are offered for signature by a vendor, to make sure that there is no automatic renewal clause in the contract documents.

#### I. P-Cards (Procurement Cards)

- a. Reserved



## **SECTION 4**

### **I. Competitive Contracting**

#### **A. Competitive Contracting N.J.S.A. 40A:11-4.1- 4.5, N.J.A.C. 5:34-4.1**

- a. Competitive contracting may be used by local contracting units in lieu of public bidding for procurement of specialized goods and services if the price exceeds the bid threshold.
- b. Award is based upon "Price and Other Factors" which are evaluated against weighted criteria. The Competitive Contracting method of procurement must be led by the Qualified Purchasing Agent with the experts on the evaluation committee being subject matter experts from the using department.

#### **B. Planning for advertisement must be considered for any RFP under Competitive Contracting.**

- a. State law requires a minimum of 20 days occur between advertisement and receipt/ opening of the RFPs under Competitive Contracting

#### **C. Departments shall alert the Purchasing Agent of the need for an authorizing resolution prior to the Competitive Contracting process. The authorizing resolution shall reference the following statutory authority for the procurement of:**

- a. The purchase or licensing of proprietary computer software designed for contracting unit purposes, which may include hardware intended for use with the proprietary software, but not for acquiring general purpose computer hardware or software;

- b. The hiring of a for-profit entity or a not-for-profit entity incorporated under Title 15A of the New Jersey Statutes for the operation and management of a wastewater treatment system or a water supply or distribution facility;
- c. The operation, management or administration of recreation or social service facilities or programs;
- d. The operation, management or administration of data processing services;
- e. Services performed by an energy services company, including the design, measurement, financing and maintenance of energy savings equipment or renovations, which result in payment derived, in whole or in part, from the sale of verified energy savings over the term of an agreement with a public utility or subsidiary, but not the provision or performance of the physical improvements, provided that such savings are calculated pursuant to guidelines promulgated by the Board of Public Utilities;
- f. Homemaker – home health services;
- g. Laboratory testing services;
- h. Emergency medical services;
- i. Contracted food services;
- j. Performance of patient care services by contracted medical staff at Township hospitals, correctional facilities and long-term care facilities;
- k. At the option of the governing body of the contracting unit, any good or service exempt from bidding;
- l. Concessions;
- m. The operation, management or administration of other services, with the approval of the Director of the Division of Local Government Services.

- n. Maintenance, custodial, and grounds keeping services;
- o. Consulting services;
- p. Emergency medical billing services;
- q. Property appraisal services;
- r. Reassessment or revaluation services;
- s. Grant writing services;
- t. Animal control services;

D. All Competitive contracts evaluation members must sign an ethics sheet and fill out per vendor a rating sheet.

- a. The lead member shall be under statute the Qualified Purchasing Agent, who will be responsible for collaborating the ratings and producing the recommendation memo and the vendor report at least 48 hours prior to the public meeting of the Governing Body.

## **II. Competitive Contracting Work Flow:**

1. Originating Department communicates in writing its need for the use of competitive contracting to the Qualified Purchasing Agent.
2. The Qualified Purchasing Agent confirms that competitive contracting is available for the services and forwards memo and resolution to administration for approval and inclusion on a Council agenda.
3. Governing body adopts the Resolution.
4. Purchasing Agent convenes meeting with originating Department to:
  - a. Form evaluation committee & collect signed certifications and resumes of members

- b. Determine if an outside consultant is needed for the competitive contracting process
  - c. Determine if the Township's own employees are already utilized to perform the services
  - d. Review proposed technical specifications and determine term of contract (up to 5 years)
- 5. Purchasing Agent finalizes the RFP with input from Originating Department.
- 6. Purchasing Agent sends RFP to State Comptroller if anticipated contract amount is over \$15.2M (30-day review).
- 7. Advertising the RFP in an official newspaper (20-day min.) and/or official electronic media.
- 8. Purchasing Agent opens RFP publicly & distributes weighted criteria to vendors.
- 9. Qualified Purchasing Agent reviews the submissions for mandatory & non-mandatory items.
- 10. Purchasing Agent communicates deficiencies or rejections to the vendors & collects respondents' references (if requested).
- 11. Purchasing Agent posts RFPs on portal and releases RFPs to the Evaluation Committee for initial meeting.
- 12. Evaluation Committee provides scoring and notes to the Qualified Purchasing Agent.
- 13. Qualified Purchasing Agent and Originating Department draft Recommendation of Award Memo.
- 14. Originating Department routes Award Memo for presentation to the Governing Body & offer to the public at least 48 hours prior to meeting. Award must be made within 60 days of receipt of proposals.
- 15. Qualified Purchasing Agent sends RFP to State Comptroller if contract exceeds \$3.0M.

### III. Timeline:

1. From beginning to end the competitive contracting process may take up to six months.
2. Therefore, if you need to use the competitive contracting process, then you should consider these time constraints and alert the Qualified Purchasing Agent to any special circumstances that would require a shorter turn-around time. In no circumstance will any competitive contracting process take fewer than sixty days.
  - a. Preparation: 20 to 30 days
  - b. Resolution Authorizing the Use, if necessary
  - c. Creation of Committee and Gathering of Forms
  - d. Meeting to prepare RFP documents
3. The adoption of the resolution depends on the meeting schedule of the Governing Body.
  - a. The creation of the committee and the preparation of the RFP itself really depends on how motivated any department is to finalize the RFP documents.
  - b. In most cases the department is re-doing a process it has done many times before. This will take considerably less time. Consideration must be given in cases where competitive contracting is being used for the first time, and the level of detail a department may have for the technical specifications.
  - c. If the department requires the assistance of an outside consultant to aid in the process, then the department should be aware that the acquisition of the services of a consultant may require additional time. Funds to pay for the consultant must be identified and encumbered.
4. Advertisement time: 20 to 40 days
5. Advertised in the newspaper for a minimum of 20 days.

6. At a minimum this process takes 34 days.
7. However, the length of time an RFP is advertised should depend on the complexity of the services sought.
8. Departments should always build into the advertisement time a question and answer period, and a scheduled addendum to avoid last minute delays of the process.
9. Consideration must also be given if the department intends to offer to the potential vendors a non-mandatory pre-bid meeting, or site visit.
  - a. Generally, the advertisement time should be allotted 30 to 40 days.
10. Review Time:
  - a. 20 to 30 days
11. Once the RFPs have been opened publicly the Qualified Purchasing Agent can complete its review of the documents within one day.
  - a. The length of time an evaluation committee will require to complete its review depends on the committee and the number of submissions received.
  - b. A minimum of twenty days should be allotted in which to meet, discuss the RFPs, and score the proposals.
  - c. The Originating Department and the Qualified Purchasing Agent can prepare a memo within ten to twenty days, depending on the number of submissions and the complexity of the submissions.
  - d. While the forms and details of the memo may be provided by the Qualified Purchasing Agent, the substance of the analysis lies with the originating department with the best knowledge of the substance of the proposals.

12. Award Time:

- a. 20 to 30 days
- b. The time in which to award a contract depends upon the meeting schedule of the Governing Body.
- c. However, one should never assume the Council will be prepared to vote on the contract at the first meeting at which the recommendation is made.
- d. Departments must be mindful that awards must be made within sixty (60) days of the receipt of the proposals.
- e. The terms and cost of the proposals may be extended by mutual consent of the parties.

## **SECTION 5**

### **I. Exceptions to the Bid Requirement i. (N.J.S.A. 40A:11-5)**

There are certain procurements which are exempt from the requirement to bid, most notably are those services which fall under the professional services exception.

In procuring exceptions to the bid requirement, it is important to follow the procurement as per Section 9, Pay to Play.

- A. Professional Services
- B. The doing of any work by employees of the contracting unit;
- C. The printing of legal briefs, records and appendices to be used in any legal proceeding in which the contracting unit may be a party;
- D. Tax map or maps for the contracting unit;
- E. Perishable foods as a subsistence supply;
- F. Supplying of any product or the rendering of any service by a public utility, which is subject to the jurisdiction of the Board of Public Utilities or the Federal Energy Regulatory Commission;
- G. Subject to prior approval of the Attorney General, of special equipment for confidential investigation;
- H. Printing of bonds and documents necessary to the issuance and sale thereof by a contracting unit;
- I. Equipment repair service if in the nature of an extraordinary unspecifiable service and necessary parts furnished in connection with such service, which exception shall be in accordance with the requirements for extraordinary unspecifiable services;
- J. Legal notices in newspapers as required by law;



- K. Acquisition of artifacts or other items of unique intrinsic, artistic or historical character;
- L. Goods and services necessary or required to prepare and conduct an election;
- M. Insurance, including the purchase of insurance coverage and consultant services, which exception shall be in accordance with the requirements for extraordinary unspecifiable services;
- N. Doing of any work by handicapped persons employed by a sheltered workshop;
- O. Goods or services including those of a commercial nature, attendant upon the operation of a restaurant by any nonprofit, duly incorporated, historical society at or on any historical preservation site;
- P. Library and educational goods and services;
- Q. Marketing of recyclable materials recovered through a recycling program, or the marketing of any product intentionally produced or derived from solid waste received at a resource recovery facility or recovered through a resource recovery program, including, but not limited to, refuse-derived fuel, compost materials, methane gas, and other similar products;
- R. Contracting unit towing and storage contracts, provided that all such contracts shall be pursuant to reasonable non-exclusionary and non-discriminatory terms and conditions, which may include the provision of such services on a rotating basis, at the rates and charges set by the municipality pursuant to section 1 of P.L.1979, c.101 (C.40:48-2.49);
- S. Purchase of steam or electricity;
- T. Purchase of electricity or administrative or dispatching services;
- U. Printing of municipal ordinances or other services necessarily incurred in connection with the revision and codification of municipal ordinances;
- V. An agreement for the purchase of an equitable interest in a water supply facility or for the provision of water supply services entered into pursuant to section 2 of P.L.1993, c.381 (C.58:28-2), or an agreement entered into pursuant to P.L.1989, c.109 (N.J.S.40A:31-1 et al.), so long as such agreement is entered into no later than six months after the effective date of P.L.1993, c.381;

- W. A contract for the provision of water supply services entered into pursuant to P.L.1995, c.101 (C.58:26-19 et al.);
- X. The cooperative marketing of recyclable materials recovered through a recycling program;
- Y. A contract for the provision of wastewater treatment services entered into pursuant to P.L.1995, c.216 (C.58:27-19 et al.);
- Z. Expenses for travel and conferences;
- AA. The provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be utilized to acquire or upgrade non-proprietary hardware or to acquire or update non- proprietary software;
- BB. The management or operation of an airport owned by the contracting unit pursuant to R.S.40:8-1 et seq.;
- CC. Purchases of goods and services at rates set by the Universal Service Fund administered by the Federal Communications Commission;
- DD. A contract for the provision of water supply services or wastewater treatment services entered into pursuant to section 2 of P.L.2002,
- EE. c.47 (C.40A:11-5.1), or the designing, financing, construction, operation, or maintenance, or any combination thereof, of a water supply facility as defined in subsection (16) of section 15 of P.L.1971, c.198 (C.40A:11-15) or a wastewater treatment system as defined in subsection (19) of section 15 of P.L.1971, c.198 (C.40A:11-15), or any component part or parts thereof, including a water filtration system as defined in subsection (16) of section 15 of P.L.1971, c.198 (C.40A:11-15);
- FF. The purchase of electricity generated from a power production facility that is fueled by methane gas extracted from a landfill in the Township of the contracting unit.

## SECTION 6

### I. Extraordinary Unspecifiable Services

- EUS (N.J.S.A. 40A:11-5(1)(a)(ii))
  - EUS (N.J.A.C. 5:34-2)
  - Local Finance Notice AU 2002-02
- a. "Extraordinary unspecifiable services" or "EUS" means services which are specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of endeavor.
- b. 40A:11-5(1)(a) ii permits contracting units to award the use of Extraordinary Unspecifiable Services will be narrowly construed to situations that do not fit into the other forms of procurement, including Competitive Contracting form of procurement.
- c. The following SHALL NOT justify the use of an EUS:
- i. The assertion that the service can only be provided by a single contractor ("sole source").
  - ii. The service is in the nature of a personal, human, social or training services contract, or includes within its description such terms as "technical," "management," "consultant," or similar descriptions suggesting some special nature shall not in itself be sufficient to utilize this exception.
  - iii. The need for expertise, extensive training and proven reputation in the field of endeavor must be critical and essential to the project, and not merely a desire to have a reliable job performed.
- d. The services cannot be reasonably described by written specifications.
- e. Services that meet the requirements of EUS may not be combined with other work in a contract which is predominantly characterized as being a biddable activity so as to avoid the necessity of bidding for the work which in its own right is subject to competitive bidding.

- f. Before the governing body can award a contract under the EUS provisions, a designated administrative official of the contracting unit must file a certificate (LFN AU2002-02) with the governing body. The certificate must describe clearly the nature of the work to be done; state that it is not reasonably possible to draft specifications; describe the informal solicitation of quotations; and describe in detail why the contract meets the provisions of the statutes and the rules. The certification must be kept with the resolution awarding the contract. [N.J.A.C. 5:34-2.3(b)]
- g. Any potential procurement involving an EUS must receive approval from the Purchasing Agent or administration prior to proceeding.

## SECTION 7

### I. Emergencies

- N.J.S.A.40A:11-6
- N.J.A.C. 5:34-6

A. No purchase or contract shall be entered into on an emergency basis pursuant to N.J.S.A. 40A:11-6 unless the circumstances meet all of the following requirements:

1. An actual or imminent emergency must exist requiring the IMMEDIATE delivery of the article or the performance of the service.
2. The emergency condition must affect the public health, safety or welfare and require the immediate delivery of the article or the performance of the service to alleviate such effect;
3. The emergency purchasing procedure may not be used unless the need for the articles or services could not have been reasonably foreseen or the need for services has arisen notwithstanding a good-faith effort on the part of the contracting unit to plan for the purchase of any articles or services required by the contracting unit;
4. The contract shall be of such limited duration as to meet only the immediate needs of the emergency; and
5. Under no circumstances shall the emergency purchasing procedure be used to enter into a multi-year contract.
6. A written requisition for the performance of work or labor or the furnishing of materials, supplies or services must be filed with the Purchasing Agent describing the nature of the emergency, the time of its occurrence and the need for invoking an emergency, certified by the department director.
7. The CEO or designee will review and approve the award of an emergency contract.
8. Emergency work is covered under the provisions of the Prevailing Wage Act for work greater than \$19,375.00 and requires the New Jersey Business Registration Certificate and Affirmative Action Evidence prior to vendor payment.

B. Chain of Command (N.J.A.C.5:34-6.1b)

1. As per the administrative code, the CEO or designee shall designate in accord with this policy a chain of command for authorization to declare emergency for public procurement purposes in his/ her unavailability or absence.

## **SECTION 8**

### **I. Construction**

- A. Construction procurement presents a special type of procurement which is very involved in terms of details and potential litigation for the Township as well as the requirements imposed upon vendors which vary according to the level of procurement.
- B. Accordingly, all construction over the amount of estimated aggregate total project cost of \$15,000.00 the Qualified Purchasing Agent is to be contacted and brought into the procurement process.
- C. Department heads or other personnel seeking the construction, alteration or demolition of Township property are responsible for the scope of work and technical specifications prior to alerting the Qualified Purchasing Agent.
- D. Federal debarment Form
  - 1. All construction over \$2,000.00 is to be accompanied by a federal debarment form and forwarded to the Purchasing Agent for search of the SAMS database in accord with LFN 2020-18
- E. Construction Bids– Project Manager
  - 1. Construction managers are to be identified for each construction project unless the Township Engineer acts in said capacity and informs in writing to administration who must approve this action.
  - 2. This section is subject to change upon direction from the New Jersey State Comptroller's Office.

## **SECTION 9**

### **I. Pay to play**

- N.J.S.A. 40A:11-51,
- N.J.S.A. 19:53A-20.26-20.27,
- P.L. 2005 Ch 271

### **II. Threshold:**

A. The threshold for consideration under the “Pay-to-Play” laws is \$17,500.00 in:

- a. A single purchase, or;
- b. A vendor aggregation of \$17,500.00 in one purchase or multiple smaller purchases over the preceding 12 months.

Acquisitions made under \$17,500.00 should be acquired through the solicitation of quotes.

### **III. Township Procurement in accord with New Jersey “Pay to Play” laws are made in two (2) ways – Fair & Open or Required Disclosure.**

#### **A. Fair and Open Process**

- a. Professional Services, other goods and/or services exempt from public bidding:
  - i. A Formal proposal should be requested to satisfy the requirements of a fair and open process.
  - ii. The RFP or RFQ is posted on the Township website at least 10 days prior to a public opening.
  - iii. Proposals are evaluated in accordance with established criteria. In all such types of public procurement the following language shall be used in the announcement:



- iv. This bid has been advertised in accordance with the “Fair and Open Basis” and nothing further shall be required under the “Pay-to-Play” Legislation (N.J.S.A.19:53A-20.7).
- v. The QPA should be consulted any time a department wishes to acquire goods or services through an RFQ or RFP process to determine if there have been any updates to the applicable codes.

B. Required Disclosure (Non- Fair and Open) – Window Contracts

- a. Window contracts are those amounts between the “Pay-to-Play” threshold of \$17,500.00 and the bid threshold of \$53,000.00.
- b. For procurements that fall between this amount, the vendor shall be required to supply;
  - i. Business Entity Disclosure Form, BED-C,
  - ii. Ch 271 Political Contribution Disclosure Form

C. Such Required Disclosure awards shall be alerted to the Qualified Purchasing Agent.

D. For professional services awarded in excess of the bid threshold under a required disclosure process and in accord with Local Finance Notice 2010-03 the resolution of award shall be publicized.

E. Vendor Aggregation

- a. There are instances where a vendor may partake in multiple business transactions with the Township, none of them in excess of the “Pay-to-Play” threshold themselves but taken together over a 12-month period may result in an excess of the “Pay-to-Play” Threshold.
- b. The Qualified Purchasing Agent shall be responsible as part of the positional duties to maintain an accurate up to date accounting of vendor aggregation

- c. For the purposes of calculating aggregation, the Township shall use as a starting point the date a contract was first made with the vendor.
- d. Contract shall be defined as the date on which a meeting of the minds between the Township and the vendor was made, and not necessarily the date on which payment was first made to the vendor.

## **SECTION 10**

### **I. Duties of the Qualified Purchasing Agent (QPA)**

- N.J.S.A. 40A:11-9,
- N.J.A.C. 5:34-5

### **II. Department heads are to go through the QPA to initiate the Bid Process.**

- a. After requisite certifications and approvals have been obtained, the QPA may proceed with the RFP or Bid.
- b. It is imperative that the QPA and Township Staff recognize the expertise existent in the various requesting departments and utilize such institutional knowledge in developing the specifications, procurement, and other decisions to be used in the process of developing a public procurement document.
- c. The Department Head will be capable of providing the Purchasing Agent and Finance Department with specification suggestions. Ultimately it will be the QPA who will determine the approvals of specifications and advertisements, circulation and other standards as required by state or federal law and mandates as set forth by the New Jersey Division of Local Government Services.

### **III. Qualified Purchasing Agent Duties and Responsibilities:**

- a. The QPA shall administer a decentralized purchasing system within the Township of Hopewell.
- b. As such the QPA shall actively work with all departments in offering assistance and ensuring orders are placed by end user departments in a legal manner.
- c. In addition, the QPA is charged with, but not limited to, the below listed responsibilities:
  - i. Approval of specifications;
  - ii. Terms of receiving, shipping and billing;
  - iii. Desired response or completion times;
  - iv. Statements requiring qualified vendors if necessary;
  - v. Prevailing wage accuracy;

- vi. Liability insurance matters;
- vii. Information of warranties;
- viii. Vendor and commodity aggregations;
- ix. Reviewing and approving requisition requests;
  - 1. Shall be conducted within 3 business days
- x. Identification of other vendors providing superior and/ or more cost-effective services, or goods;
- xi. Dissemination of contribution paperwork and preparation of pay to play vendor resolutions.
- xii. Receipt and investigation of all bids to comply with all State and Federal laws and regulations to include examination of:
  - 1. Compliance with all required documents
  - 2. Compliance with forms of bonds and sureties
  - 3. Compliance with business registration laws.
  - 4. Compliance with public works laws and certifications
  - 5. Examination of state and federal debarment lists
    - a. (SAM, New Jersey Treasury, New Jersey Department of Labor)
  - 6. This section shall apply to all sub-contractors as well.

## **SECTION 11**

### **I. Cooperative Purchasing**

- State Contract N.J.S.A. (40A:11-12)
- N.J.A.C. 5:34-7.29, N.J.A.C. 5:30-5.3-5.5
- Purchasing less than 10% State Contract (N.J.A.C. 5:34 - 7.30)

### **II. Procedure**

- a. The Qualified Purchasing Agent shall generate an authorizing resolution annually effective January 1 of each year for all Township agencies to utilize the New Jersey State Contracts and other regional cooperative contracts.
- b. The Qualified Purchasing Agent will assist all agencies to ensure that procurement is in accordance with the state contract terms and conditions.
- c. Agencies shall review the terms and conditions of the state contract. The Qualified Purchasing Agent shall forward the state contract vendor's proposal to the authorizing state buyer to ensure vendor compliance with the state contract.
- d. The valid contract number and Township resolution number must be referenced on all purchase requisitions. In light of N.J.A.C. 5:30-5.3-5.5 also to be included of resolutions of award shall be:
  1. Cooperative contract number.
  2. Line item(s) of funds to be drawn from.
  3. Not to exceed amount if the exact yearly purchasing funds are not identified.(LFN 2017-10).

### **III. Township and other New Jersey Based Cooperatives N.J.A.C. 5:34-7.6**

- a. The Township is free to enter into membership and purchase through any approved joint purchasing or cooperative pricing system approved within the State of New Jersey by the Director of the Division of Local Government Services.
- b. In procuring the approved bid items in a cooperative purchasing agreement, all membership numbers assigned to the Township of Hopewell as well as purchasing cooperative contract identifiers shall appear on all resolutions, purchase orders and vouchers.

#### **IV. All Township, Grant and Forfeiture Funds**

- a. Public funds from any account (grant, dedicated fund, regular O.E., forfeiture) must be expended in accordance with the New Jersey Local Publics Contract Law & Rules, N.J.S.A. 40A:11-1 et seq., N.J.A.C. 5:34-1 et seq.,)

#### **V. National Cooperative Purchasing (P.L. 2011 Ch 139, Local Finance Notice 2012-10)**

- a. National Cooperative Purchasing has been allowed under LFN 2012-10 and is an option after determining that the purchase through a National Cooperative has achieved a cost savings versus bidding or an in-state cooperative. The requirements that a Department Head must provide to the Purchasing Agent are:
  - i. Under New Jersey Department of Community Affairs Local Finance Notice (LFN 2012-10) dated May 14, 2012, the DCA has allowed the use of National Cooperatives for different purchase subject to rules.
  - ii. LFN 2012-10 Section D 2(a) – requirement contract awarded through “competitive bidding process”
  - iii. Section D 2(b) - Contract awarded by a unit defined as a contracting unit defined by statute.
  - iv. Section D 2(c) – Bid must have been advertised.
  - v. The vendors must comply with the following:
    - 1. Business registration certificate;
    - 2. Statement of Corporate Ownership;
    - 3. Public Contract EEO compliance;
    - 4. “Pay-to-Play” N.J.S.A. 19:53A-20.7 has been satisfied through the open competitive bid;
    - 5. New Jersey’s “Buy American” Law;
    - 6. Iran and Russia forms
    - 7. All have must be verified by the vendor through supply to the Township of Hopewell PRIOR to award.

- vi. Cost Savings Determination made by the QPA.
- vii. Notice of intent to award under a national cooperative purchasing contract.
  - 1. The below must be advertised in a newspaper for at least 10 days in advance of the intended award.

***Notice of Intent to Award Contract under a National Cooperative Purchasing Agreement - <name of contract>***

*The Township of Hopewell intends to participate in the <name of agency issuing contract> contract for <name/purpose and number (if applicable) of contract name> to purchase<goods or services being purchased>.*

*Information regarding the contract may be found at the Division of Purchasing Township of Hopewell during regular business hours, as well as on the <name of agency issuing contract> website at: <website link>.*

*The Township of Hopewell anticipates joining the <name of agency issuing contract> contract on <date of award>. The <name of agency issuing contract> contract term is <provide start and end date>.*

*Contract Period: <contracting beginning and ending period>*

*It is the intent of the Township of Hopewell to make a contract award to <name of vendor> pursuant to the proposal submitted in response to the <name of agency issuing contract><type of award, i.e., Request for Proposals, Request for Bid(s) as appropriate>.*

*The Township of Hopewell is permitted to join national cooperative purchasing agreements under the authority of N.J.S.A. 52:34-6.2(b)(3).*

*Comment period ends <date comment>*

[RESERVED]



## **SECTION 12**

### **I. Surplus Property (N.J.S.A. 40A:11-36)**

- A. The Local Public Contracts Law requires that any contracting unit, by resolution of the governing body, may authorize, by sealed bid or public or internet auction, the sale of personal property not needed for public use.
- B. If the estimated fair value of the property to be sold exceeds 15 percent of the bid threshold (\$7,950.00) in any one sale, it shall be sold at public sale to the highest bidder.
  - a. The contracting unit need not advertise for bids when it makes any such sale to any political subdivision.
  - b. Agencies shall forward a summary of surplus property to the Township Business Administrator in preparing for the Auction.
  - c. A resolution authorizing disposal of public property shall be approved by the governing body.
- C. Notice of the date, time and place of the public sale with a description of the items to be sold and the conditions of sale must be published in an official newspaper of record.
- D. If no bids are received the property may then be sold at private sale without further publication or notice thereof, but in no event at less than the estimated fair value; or the contracting unit may if it so elects offer the property at public sale.
- E. All electronic based surplus auctions must be in accord with New Jersey Division of Local Government Services Local Finance Notices (LFN). LFN 2019-15.

## **SECTION 13**

### **I. Change Orders (N.J.A.C. 5:30-11.1, LFN 2010-03)**

“Change order” means a properly prepared document authorized by the governing body which directs and authorizes a vendor providing goods or performing services to a contracting unit pursuant to a contract awarded by the governing body resolution to change the quantity or character of goods provided or services performed from that originally specified or estimated and to correspondingly change the payment due therefore.

### **II. General Procedures for Change Orders**

- a. The administration (copying or requesting resolution through the QPA) shall file with the Governing Body a request for the change order, stating the facts involved and indicating that the proposed change order may be allowed under these rules.
- b. The Governing Body shall take such steps as it may find appropriate to assure that a change is necessary and that the work will be completed.
- c. The Governing Body shall then pass a resolution authorizing a written amendment to a contract covering the change(s) to be made. The exact form of this amendatory contract shall be at the discretion of the contracting unit attorney.
- d. The resolution described above shall be passed before execution of the change order. No work shall be performed or purchases made on the involved phase of the contract until the resolution is passed.

### **III. General Requirements for all Change Orders**

- a. Each change order shall be in writing and shall be numbered consecutively (beginning with number one) and attached to the original purchase order or contract for each project.
- b. Change orders which result in payment reduction below the originally contracted price may be made by locally established procedure, provided that any change orders increasing cost on the same contract shall include reference to such reductions.

- c. Quantities of items or work shall not be changed in such a manner as to nullify the effect of the competitive determination of lowest responsible bidder which was made at the time of contract award, if at said time the changes could have been reasonably foreseen.
- d. Responsibility required by these rules to be exercised specifically by the Governing Body, including authorization of change orders, shall not be delegated except to administration or the project design professional for minor field or site modifications.
- e. Change orders may be executed by administration or the project design professional. The responsibility for the authorization of change orders shall not be delegated by the Governing Body except for minor field (site) modifications.
- f. Change orders shall be used to change the number of units or items originally advertised and contracted for, provided that:
- g. Unit prices or a price methodology were sought in the original specifications and included in the contract;
- h. The original specification and the contract included a provision that the unit prices could be so used;
- i. If the items were not contained in the original specification, a change order shall not be issued.
- j. Change orders shall not be used to substantially change the quality or character of the items or work to be provided, since such would have been a determining factor in the original bidding.
- k. Change orders shall not serve the purpose of escalation clauses and, therefore, shall not be utilized to effectuate upward price adjustments.
- l. Total number of change orders executed for a particular contract shall not cause the originally awarded contract price to be exceeded by more than 20 percent unless otherwise authorized by these rules.
- m. If proposed change orders do exceed the 20 percent limitation, no work shall be performed or purchases made until the Governing Body determines issuance of the change order is justifiable, and a new

contract shall be executed in accordance with the Local Public Contracts Law.

- n. Before authorizing any change orders resulting in additional expenditures, the availability of funds shall be certified in writing by the chief financial officer or certifying finance officer, as appropriate.
- o. The 20 percent limitation shall not apply to emergency situations.
- p. Change order authorizations shall not be withheld until the completion of the entire project.

#### **IV. Change Orders/Additions for Professional Services and Extraordinary Unspecifiable Services**

- a. Changes should be within the scope of activities of the original contract, and not for the purpose of undertaking new or different work or projects.
- b. Changes in payments for activities within the scope of activities of the contract shall be in accordance with a schedule of specific charges or rates contained in the contract and shall be effectuated by a written change order authorized by the governing body. If such a schedule is not included in the contract, the contract should be amended to provide for same.
- c. The 20 percent limitation does not apply to professional and consultant contracts. If the change is not within the scope of activities of the original contract and the contract was awarded without competitive bidding being required by law or rule, as is the case for professional services and certain authorized extraordinary unspecifiable services any change beyond the original scope of activities shall be made by amendatory contract approved by the governing body.

#### **V. Change Orders for Construction**

- a. Change orders for construction, reconstruction and major repair contracts shall be limited to the following types:
  - i. UNFORESEEABLE PROBLEMS, which are defined as conditions or circumstances that could not be foreseen at the time the specifications were written and the contract awarded; provided that a substantial amount of the construction would be delayed, which would result in substantial increases in costs

above the original contract amount or substantial inconvenience to the public if bidding were to be required; and

- ii. Minor modifications to effect economies, improve service or resolve minor problems with affected property owners.
- b. Change orders for construction, reconstruction and major repair contracts shall not be made for the following:
- i. Changes that materially expand upon the size, nature or scope of the project as it was originally described in the bid specifications; or
  - ii. Extra work that could reasonably be effectuated by a separately bid contract without unduly disrupting the basic work or imposing adverse cost consequences.

**VI. Change Orders Greater Than 20 Percent (does not apply to Professional Services or Extraordinary Unspecifiable Services)**

- a. The purpose of the procedures is to allow for such a change only in limited instances. Such a change shall not be permitted when the factual circumstances make it reasonably possible to execute a new contract for the additional work.
- b. Such a change may be allowed, for example, when an unforeseen circumstance or differing site condition is combined with a situation which renders execution of a new contract an unreasonable interference with the efficient completion of the work.
- c. Generally, such change orders are not justifiable and the ready issuance of them by contracting units would constitute an abuse of these rules.
- d. A written certification justifying the performance of the work or the furnishing of the services which would necessitate issuance of such a change order shall be filed by the contractor with administration or the project design professional.
- e. This certification shall include an explanation of the factual circumstances which necessitate issuance of the change order; a statement indicating why these circumstances could not have been foreseen and a statement indicating why issuance of the change order would be in the best interest of the contracting unit and would not

constitute an abuse of these rules; and, if the nature of the change order is technical, the certification shall include a certified statement from the contractor's appropriate expert, such as an engineer or architect. This statement shall explain in detail the factual circumstances which necessitate issuance of the proposed change order. A rewrite or paraphrase of the rules in this subchapter is not acceptable.

**VII. The Governing Body approval process for change orders which exceed the 20 percent limitation is as follows:**

- a. The administration or the project design professional shall file a request for the change order with the Governing Body. This request shall include a statement indicating why the proposed change may be allowed under this subchapter.
- b. A copy of the certification required must also be attached to the request.
- c. If the certification required includes a certified statement from an engineer or other expert as required, the request to the Governing Body shall also include a statement from the contracting unit's engineer or an official or employee with the appropriate expertise. This statement shall explain in detail the factual circumstances which justify issuance of the proposed change order. A rewrite or paraphrase of the rules in this subchapter is not acceptable
- d. The Governing Body shall take appropriate steps to assure that the change order is proper and allowable under this subchapter.
- e. The Governing Body shall then pass a resolution authorizing a written amendatory contract to be entered into covering the change(s) to be made. The exact form of this amendatory contract shall be at the discretion of the contracting unit attorney.
- f. The resolution described shall be passed before execution of the change order.
- g. The Governing Body shall cause to be printed once, in an official newspaper, a brief notice indicating the additional amount to be expended, the original contract price, the nature of the original and additional work and why it is necessary to expend the additional funds. A copy of the advertisement shall also be filed with the Township Clerk and be available for inspection by the public.

- h. The Township Clerk shall report to the Director on an appendix to the contracting unit's annual budget all change orders from the previous fiscal year which exceeded the 20 percent limitation. This report shall be made on a form provided by the Director. A summary of the report shall be included as supplemental material in the annual audit of the contracting unit.

## **SECTION 14**

### **I. Site Conditions**

[RESERVED]



[RESERVED]

[RESERVED]

[RESERVED]

## **SECTION 15**

### **I. Proprietary Designation**

A. "Proprietary" set forth in N.J.S.A. 40A:11-2(39) or 18A:18A-2cc, the terms used in the definition of "proprietary" shall be defined as follows:

- a. "Specialized nature" means that the purpose to which the goods or services will be used has such unique characteristics that only the goods or services of a single vendor are capable of meeting the contracting unit's needs.
- b. The acquisition of an item or items of a proprietary nature is not an exception to public bidding. However, a publicly advertised bid may request a proprietary item when the following criteria are met.
  - i. Determining if something is "Proprietary" and "Specialized in Nature"
  - ii. The use of a good or service other than the proprietary one will undermine the functionality or operational performance of existing facilities; or
  - iii. The good or service is patented, and the patented feature is essential for operational performance.
  - iv. "Necessary for the conduct of its affairs" means that the public need for the proprietary designation is of such a compelling nature that the value to the public that is gained by the proprietary designation overshadows the public benefit of permitting "brand name or equivalent" and the benefits of such competition.

### **II. Procedure**

- a. Prior to advertising for the receipt of bids that includes proprietary goods or services, the Department Head must certify to the Purchasing Agent, who shall in turn certify in writing to administration an explanation of why the goods or services are of a specialized nature and necessary for the conduct of the affairs of the Township.

- b. The certification shall be included as part of the bid documents.
- c. The resolution of the Governing Body required by N.J.S.A. 40A:11-13(d) shall include a description of why the goods or services are specialized in nature and necessary for the conduct of the affairs of the contracting unit.
- d. The description shall not consist of rewriting or paraphrasing the statute or regulations but shall be specific to the circumstances.
- e. In considering computer systems or dedicated software, the use of the proprietary designation shall be interpreted to allow for competition within the purposes for which the software is to be used.
- f. The competitive contracting process at N.J.S.A. 40A:11-4.1 et seq. is intended to allow for competition where there may be a limited number of vendors selling certain types of application software, that is, financial, human resources, web site hosting, computerized telephone systems, geographic information, police records, or computerized dispatch systems. The competitive contracting process is not intended for those circumstances that involve networking or telecommunications switching services.

### **III. Brand Name, or Equivalent.**

- a. Local units are prohibited in public contracting for requesting in a bid specification a brand name.
- b. The Township may, however, request a brand name or equivalent. When a department desires to do so, the department must clearly indicate this in the bid specifications.
- c. The failure to do so may result in an award to a vendor that will not provide exactly what the department wanted or needed.
- d. When bids are received it is the responsibility of the department to review the bid proposals received and evaluate the equivalency of the items submitted by the bidders.
- e. This should be based on the materials the bidder has submitted to prove the equivalency of the item. Any items that are not deemed to be

equivalent must be communicated in writing to the QPA so that the bidder can be advised that its bid submission is “not responsive.”

## **SECTION 16**

### **I. Open end contracts**

- A. An open-ended contract is an agreement to supply goods or services in which quantity to be supplied at the contracted price is not specified, and the Township may purchase any amount during the life of the agreement.
- B. The issuance of purchase orders pursuant to an open-end contract shall be considered to be the carrying out of the contract and not a change order. The following requirements shall apply:
  - a. Purchase orders under open-end contracts shall not be used for purposes such as changing the quality or character of items to be provided
- C. Each time a purchase order is placed, the contracting agent shall ensure that funds are available for the purchase through either an encumbrance or certification of availability of funds.
- D. Purchase orders shall be placed by the contracting agent, subject to such controls or approval requirements as the governing body, chief executive or other administrative officer may lawfully impose.

### **II. Cancellation of Purchase Orders**

- A. If a purchase order must be cancelled, or the remaining balance cancelled, identify the purchase order number and reason for cancellation and e-mail the request for cancellation to the Division of Purchasing.

### **III. Duplicate Purchase Orders**

- A. All requests for duplicate purchase orders must be electronically mailed to the Purchasing Agent and CFO.

#### **IV. Partial Payments**

- A. Upon making the first payment, the user department shall provide Accounts Payable with an original copy of the signed purchase order and invoice referencing a “draw down” or “partial payment”.
- B. Any payment made hereinafter shall include a copy of the signed purchase order and invoice referencing a “draw down” or “partial payment”. The department must enumerate partial payments.



## **SECTION 17**

### **I. Notification to the Office of the State Comptroller N.J.S.A. 52:15C-1**

### **II. Contracts \$3.0 Million to under \$15.2 Million – Office of State Comptroller**

- a. Contracting units must provide post-award notification for any contract for an amount exceeding \$3.0 million. Notification must be provided no later than 20 days after award. The Purchasing Agent will forward all appropriate information to the State Comptroller.
- b.

### **III. Contracts in excess of \$15.2 Million – Office of State Comptroller**

- a. New Jersey State law empowers the Comptroller's Office to review proposed public contracts valued at more than \$15.2 Million prior to advertising are issued.
- b. In accordance with N.J.S.A. 52:15C-10, The Qualified Purchasing Agent must notify the Office of the State Comptroller as early as practicable, but no later than 30 days before advertisement, of any negotiation or solicitation of a contract that may exceed \$15.2 million.
- c. Contracting units must provide post-award notification for any contract for an amount exceeding \$2.5 million. Notification must be provided no later than 20 days after award. The Purchasing Agent will forward all appropriate information to the State Comptroller.

## **SECTION 18**

### **I. Contract Administration and Warranties**

- A. It is imperative that Township agencies assign a contract administrator for oversight. The Township must hold the Township agencies and vendors accountable to comply with the contract terms and conditions.
- B. A warranty is an obligation that an article or service sold is as factually stated or legally implied by the seller, and that provides for a specific remedy such as repair or replacement in the event the article or service fails to meet the warranty.
- C. A breach of warranty occurs when the promise is broken, i.e., a product is defective or not as should be expected by a reasonable buyer. The agencies, upon receipt of goods or services, shall retain all warranty documentation to ensure remedy for repair or replacement.
- D. Accepting Deliveries, Free on-Board Destination (FOB)
  - 1. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc.
  - 2. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner.
  - 3. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

#### E. Accepting deliveries, Right of Perfect Tender

1. The right of Perfect Tender is contained within the Uniform Commercial Code and allows the Township of Hopewell the ability to inspect all deliveries for accuracy of order and damage to the ordered material.
2. The form signed for acceptance and title of ownership to the Township is called the Bill of Lading. All departments are expected to have in place policies whereby supervisory personnel shall be the authorities signing for acceptance of deliveries and inspecting all large value deliveries.
3. Any shortfall in the amount of the order or condition of promise shall be documented. The Township reserves the right to:
  - a. Accept all of the order
  - b. Accept part of the order
  - c. Reject part of the order
  - d. Reject all of the order
4. Notification to the Division of Purchasing is to be conducted upon any vendor not fulfilling the obligations made in the purchase order or public procurement.

#### F. Unsatisfactory Vendor Performance

1. All using agencies shall notify the Purchasing Agent immediately of any contract failure or breach. It is imperative that a vendor's failure to perform is reported to the Qualified Purchasing Agent.
2. Each agency shall generate an Unsatisfactory Vendor Evaluation Memo, complete and forward it to the Qualified Purchasing Agent, who shall forward the evaluation to the vendor and request a response within five days.
3. The Qualified Purchasing Agent shall confer with Legal Counsel. The Township reserves the right to terminate within 30 days of breach of contract.

## SECTION 19

### I. Administering Federal Grants

- a. The Township of Hopewell upon receipt of federal or state grants are required to adhere to all applicable uniform (grants) administrative requirements, cost principles, and audit requirements set forth in federal and state grant handbooks, manuals and program guides.
- b. The Township of Hopewell declares as a part of this policy manual that all management and operations involving the Township's status as a recipient of Federal grants shall adhere to 2 C.F.R. § 200 and other applicable law as set forth by the Code of Federal Regulations and promulgated by the Office of Management and Budget Guidance, United States of America.
- c. All end users procuring under these regulations are required to familiarize and comply with the regulations as set forth in 2 C.F.R. § 200 as reflected in Section 1 II **Standards of Conduct for Employees Engaged in the Selection, Award, and Administration of Contracts:**
- d. All federal grant receipts which require bidding are to contact the purchasing department for preparation of appropriate bid documents.

### II. Purchasing Policy Federal Grants

- a. These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the (name of Federal grant program). These guidelines meet the standards established in 24 CFR 85.36 and state requirements.

### III. CODE OF CONDUCT

- a. No employee, officer, or agent of the Township of Hopewell shall participate in the selection or in the award or administration of a contract supported by (Name of grant) funds if a conflict of interest, real or apparent, would be involved. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.
- b. No officer, employee or agent of the Township of Hopewell shall solicit

or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

- c. Any alleged violations of these standards of conduct shall be referred to the Township of Hopewell Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

#### IV. PROCUREMENT PROCEDURES

- a. The director or supervisor of each department or agency of the Township of Hopewell responsible for procurement of services, supplies, equipment, or construction obtained with (Name of grant) funds shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the Director or Supervisor, an analysis to determine which approach would be the most economical shall be undertaken.
- b. The Township of Hopewell shall take affirmative steps consistent with 24 CFR Part 85 Subpart 36 Section (e) to assure that small and minority firms, women's business enterprises, and labor surplus firms are solicited whenever they are potential qualified sources. The Township of Hopewell shall also consider the feasibility of dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority firms, women's business enterprises, and labor surplus firms. Where permitted by regulations, delivery schedules will be developed which will include participation by such businesses.
- c. The Township of Hopewell shall assist the prime contractor whenever possible by providing copies of lists which identify qualified small and minority firms, women's business enterprises, and labor surplus area firms.

#### V. SELECTION PROCEDURES

- a. All procurement carried out with (Name of grant) funds, where Township of Hopewell is a direct party, shall be carried out in a manner that provides maximum free and open competition. Procurement procedures will not restrict or eliminate competition. Township of Hopewell shall not place unreasonable requirements on firms in order for them to qualify to

do business. Nor will Township of Hopewell encourage or participate in noncompetitive practices among firms. The Township of Hopewell is alert to organizational conflicts which would jeopardize the negotiation process and limit competition. Township of Hopewell will not require unnecessary experience or bonding requirements.

- b. Pursuant to state law and federal regulations (24 CFR 85.36(b)), all solicitations of offers shall incorporate a clear accurate description of the technical requirements for the material, service, or product to be procured. In competitive procurements, these descriptions shall not contain features which unduly limit competition. The description may include a statement of the qualitative nature of the material, product, or service and the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.
- c. Detailed product specifications shall be avoided whenever possible. A "brand name or equal" description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated. Bid specifications shall be consistent with state law and the 24 CFR Part 85 Subpart 36 Section (c).
- d. All solicitations of offers shall clearly set forth all requirements which offerors must fulfill and all other factors to be used in evaluating bids, proposals, or statements of qualifications.
- e. Contracts shall be awarded only to responsible contractors/firms that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Excluded from competition shall be contractors that develop or draft specifications for the project. Further, contracts shall not be awarded to debarred, suspended, or ineligible parties as defined by state and federal law.
- f. Consideration shall be given to such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance, and financial and technical resources.

## VI. METHODS OF PROCUREMENT

- a. Direct procurement by the Township of Hopewell shall be made by using one of the following methods depending on the type of service to be procured.
- b. Small Purchase Procedures. Relatively simple, informal procurement procedures will be used where the purchase of materials, single task services, supplies, equipment, and/or other property will not cost in the aggregate more than (Agency Bid Threshold), except where further limited by state law or (Name of grant) policy. The procurement officer

must obtain a minimum of three oral or written price or rate quotations from qualified sources.

- c. Documentation on all quotations received (whether oral or written) shall be made a part of the file. Selections shall be made principally on price. Payment shall be made upon delivery or completion. Such procurements shall also comply with New Jersey laws concerning disclosure of political contributions.
- d. Competitive Sealed Bids/Formal Advertising. Under this procedure bids are publicly advertised in accordance with the Local Public Contracts Law/Public School Contracts Law). A firm fixed price contract (either lump sum or unit price) shall be awarded to the responsible bidder whose bid is lowest in price and that conforms to all the material terms and conditions of the advertisement for bids.
- e. Competitive sealed bids can be used ONLY when the following criteria are met: (1) there are complete, adequate, and realistic specifications or purchase descriptions; (2) the procurement can be made on a firm fixed-price contract and selection of the successful bidder can appropriately be made principally on the basis of price.
- f. When formal advertising is used the following conditions shall be met.
- g. The advertisement for bids shall be publicly advertised in accord with state law.
- h. The advertisement for bids, including the specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the advertisement.
- i. All bids shall be opened publicly at the time and place specified in the advertisement for bids.
- j. A firm fixed-price contract award shall be made by written notice to the lowest responsible bidder whose bid conforms to the advertisement for bids. Where specified in the bid documents, factors such as discounts, and transportation costs shall be considered in determining which bid is lowest. Payment discounts shall only be used to determine low bid when prior experience indicates that such discounts are generally taken.
- k. Notwithstanding the above, any or all bids may be rejected when there are sound documented business reasons in the best interest of the (Name of grant) Program.
- l. (LPCL Only) Construction contracts shall be subject to N.J.S.A. 40A:11-16.6 concerning the use of value engineering.

- m. Requests for Proposals (Competitive Contracting). The technique of request for proposals for services may be used consistent with the provisions of N.J.S.A. 40A:11-4.1 or 18A:18A-4.1 et seq. with more than one source submitting an offer. All competitive proposals shall be conducted using a formal RFP consistent with the provisions of N.J.A.C. 5:34-4. Depending on circumstances, the procurement of professional services may be procured through this process. Administrative consulting services must be procured via requests for proposals.
- n. The following procedures will be used for competitive contracting:
  - o. Requests for proposals must be advertised in an official newspaper of Township of Hopewell. All submittals will be honored and entered into the competition.
  - p. Request for proposals shall describe the proposed scope of work that is expected to be accomplished.
  - q. The request for proposals shall identify all significant evaluation factors or selection criteria, including the corresponding point system that will be used to rate the proposals/qualification statements. Requests for proposals shall always include cost and at least one non-cost evaluation factor. If not included in the request, the point system shall be publicly announced prior to opening the proposals.
  - r. The selecting official (or committee, if one is designated) shall review all proposals and make a technical evaluation of each. This shall also include a written statement that identifies the basis upon which the selection was made; including the importance of cost.
  - s. Contract award will be made to the responsible offeror whose submission is deemed most appropriate to the Township of Hopewell with consideration for price, qualifications, and other factors set by the governing body. Unsuccessful offerors shall be notified in writing within ten working days of contract award. Documentation of notification shall be maintained in the contract selection file for the individual project.
  - t. Request for Qualifications: Architectural and engineering services must be procured via requests for qualification statements. Other professional services may also be procured by requests for qualifications. For qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, at least three firms will be solicited. Following the review of the qualification statements received, the most qualified competitor will be selected to enter into contract negotiation. This shall always include negotiation of price to insure cost reasonableness. At the conclusion of successful negotiation, the competitor shall be invited to enter into a contract.



- u. Noncompetitive negotiations/Proprietary Goods and Services. Noncompetitive negotiation shall be used when goods or services are an exception from public bidding requirements pursuant to N.J.S.A. 40A:11-5 or 18A:18A-5. Noncompetitive negotiation will involve solicitations of a proposal from only one source. This can also occur if solicitations under the competitive bidding procedures result in the rejections of bids on two occasions pursuant to N.J.S.A 40A:11-5(3) or 18A:18A-5(e). Goods are services that are otherwise subject to formal public bidding but for which there is only one source shall be publicly bid pursuant to N.J.A.C. 5:34-9.1, "Proprietary Goods and Services." Contract costs and prices shall be established consistent with 24 CFR Part 85 Subpart 36 Section (f).
- v. Use of alternate procedures. Where practical and if it results in greater efficiency and economy, the use of New Jersey or other local unit cooperative purchasing agreements or shared services agreements will be investigated. Further, wherever feasible to reduce costs, Federal excess and surplus property in lieu of purchasing new equipment and property will be used.

## VII. CONTRACT PRICING

- a. All construction contracts shall be publicly bid pursuant to the Local Public Contracts Law/Public School Contracts Law and related laws and regulations. Cost plus a percentage of cost and percentage of construction cost methods of contracting SHALL NOT be used.
- b. Township of Hopewell shall perform cost or pricing analysis in connection with EVERY procurement action including contract modifications in accordance with the requirements of "Cost and Price Analysis for HUD Grantees and Funding Recipients". Costs or prices based on estimated costs for (Name of grant) projects shall be allowed only to the extent that the costs incurred or the cost estimates included in negotiated prices are consistent with federal cost principals[ 48 CFR Part 31]. Lump sum prices will only be utilized when there is a definable work product and the quantity to be provided is certain and the contractor assumes all the risk for costs incurred. Unit prices can be utilized when there is a definable work product and the contractor assume all the risk for costs incurred, but the quantity is estimated. Cost reimbursement will be utilized when the task does not result in a definable work product or the contractor will not assume the risk of incurring the cost to complete the task. Cost reimbursement, unit or lump sum price, or a combination thereof may be utilized as appropriate.
- c. A cost reimbursement type contract is most appropriate when the scope and extent of the work to be performed are not clearly defined, such as a professional services contract. A cost reimbursement contract MUST

clearly establish a cost ceiling which may not be exceeded without formally amending the contract, and must identify a fixed dollar profit that may not be increased unless there is a contract amendment that increases the scope of the work.

- d. A fixed price contract is appropriate when the scope of work is very well defined and product oriented. A fixed price contract can only be awarded when fair and reasonable prices can be established through adequate price competition and the solicitation is based principally on price. A fixed price contract MUST establish a guaranteed price that may not increase unless there is a contract amendment or approval of change orders pursuant to N.J.A.C. 5:30-11.1 or 6A:23A-21.1 (as appropriate to the contracting unit) that increases or modifies the scope of the work.

## VIII. PROCUREMENT RECORDS

- a. The Township of Hopewell shall maintain records sufficient to detail the history of the procurement. The records shall include the following contract provisions and conditions:
- b. Contracts other than small purchase shall contain provisions that allow for administrative, contractual, or legal remedies if contractors violate or breach contract terms, and provide for sanctions and penalties as appropriate.
- c. All contracts in excess of \$10,000 shall provide for termination for cause and for convenience by the Township of Hopewell including the manner in which it will be done and the basis for settlement.
- d. All construction contracts and subcontracts in excess of \$10,000 shall include provisions which require compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in DOL regulations (41 CFR Part 60).
- e. All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick-Back" Act (18 USC 874) as supplemented by DOL regulations (29 CFR Part 3).
- f. All contracts or subcontracts in excess of \$2,000 for construction or repair shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by DOL regulations (29 CFR Part 5).
- g. All construction or repair contracts or subcontracts in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment or mechanics or laborers, shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by DOL

regulations (29 CFR Part 5).

- h. Each contract shall include a notice of any federal program requirements and regulations pertaining to reporting and patent rights under any contract involving respect to any discovery or invention which arises or is developed in the course of or under such contract, and of the state requirements pertaining to copyrights and rights in data.
- i. All negotiated contracts shall include a provision that makes it possible for the federal agency, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, or records of the contractor/firm that are directly pertinent to the contract, for the purpose of making audit examination excerpts and transcriptions. Further, the contract must include a provision that all required records will be maintained by the contractor/firm for a period of seven years after the Township of Hopewell formally closes out each (Name of grant) program.
- j. All contracts, subcontracts, and subgrants in amounts in excess of \$100,000 shall contain a provision which requires compliance with the requirements of Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- k. Contracts shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### IX. CONTRACT ADMINISTRATION

- a. The Township of Hopewell shall maintain contract administration systems that insure contractors/firms perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The accepted performance of contractors/ firms will be a factor in subsequent contract negotiations and award. Remedial action by the Township of Hopewell through legal processes shall be considered in instances of identified significant nonperformance.

#### X. PROTEST PROCEDURES/DISPUTE RESOLUTION

- a. Vendors choosing to protest the award of a competitive sealed bid or competitive contract shall be entitled to a hearing before the contracting agent that awarded the contract. The contracting agent may assign a hearing officer to hear the protest and make recommendations to the contracting agent.

- b. (LPCL only) Construction contracts shall be subject to dispute resolutions provisions as identified in the bid specifications pursuant to N.J.S.A. 40A:11-50.

## Appendix B

### HOPEWELL TOWNSHIP SOLICITATION OF QUOTATION RECORD FORM

DEPARTMENT \_\_\_\_\_

ITEM OR SERVICE \_\_\_\_\_

Verbal Quotes for Less Than \$7,950.00

Written/Formal Quotes \$7,950.00 but less than \$53,000.00 - Quotes Attached

(Quotes over \$15,000.00 must contact the QPA)

DATE CALLED: \_\_\_\_\_

VENDOR: \_\_\_\_\_

PRICE: \_\_\_\_\_

DELIVERY: \_\_\_\_\_

SPECIAL TERMS: \_\_\_\_\_

DATE CALLED: \_\_\_\_\_

VENDOR: \_\_\_\_\_

PRICE: \_\_\_\_\_

DELIVERY: \_\_\_\_\_

SPECIAL TERMS: \_\_\_\_\_

DATE CALLED: \_\_\_\_\_

VENDOR: \_\_\_\_\_

PRICE: \_\_\_\_\_

DELIVERY: \_\_\_\_\_

SPECIAL TERMS: \_\_\_\_\_

Recommended Vendor \_\_\_\_\_

Cost: \_\_\_\_\_

Account Number: \_\_\_\_\_

Comments: \_\_\_\_\_