

THE RICHARD STOCKTON STATE COLLEGE OF NEW JERSEY

PURCHASING PROCEDURES

1.0 Purpose

All College purchases must be made within the regulations established by the Board of Trustees on October 15, 1986, and by Title 18A, Chapter 64 of the New Jersey Revised Statutes, commonly referred to as the State College Contracts Law. This policy prescribes the parameters within which all College purchases are to be made. The procedures establish the internal processing system for all acquisitions of goods and services and are issued for the guidance of all administrative officers and personnel employed by the College.

1.1 Objectives

The primary objectives of College purchasing policies are to:

- A. maximize the use of the taxpayer's dollar;
- B. ensure that full value is received for dollars spent;
- C. foster competition in the procurement process;
- D. prevent corruption and favoritism and ensure the integrity of the purchasing system; and
- E. attempt to secure the best possible price.

2.0 Definitions

- A. Bid: the formal submission of an offered price for the goods or services being sought by the College. A bid is submitted to the College in writing, in a sealed manner, and opened in public at an advertised time and place.
- B. Bid Waiver: a statutorily created category of items that may be purchased without a formal advertising of a public bid.
- C. Board of Trustees: means the board of a State college.
- D. Contracting agent: means the business officer of the State college having the power to prepare advertisements, to advertise for and receive bids, and to make awards for the State college in connection with the purchases, contracts or agreements permitted by this article or the officer, committee or employee to whom the power has been delegated by the State college.
- E. Contracts: means contracts or agreements for the performance of work or the furnishing or hiring of services, materials or supplies, as distinguished from contracts of employment.

- F. Direct Pay: payment to vendor/employee processed through Accounts Payable. A payment for travel, employee reimbursement, honorariums, memberships, and Contracts between \$3000.00 and \$6,599.99 would be direct pays not purchase orders.
- G. Extraordinary Unspecifiable Services: means services or products which

and sent to the Purchasing Department with any other information about the purchase.

T. Standing Order: A standing (blanket)

C. All College purchasing will comply with State laws and regulations in effect at the time of the purchase. See Addendum 3 for applicable statutes.

3.1 Required Approvals

The requirements in Sections 3.2, 3.3, and 3.4 are subject to electronic internal approval as noted below:

Purchasing Supervisor or designee:	up to \$49,999
Associate V.P. of Finance:	\$50,000 to \$499,999
College President:	over \$500,000

3.2 Items on New Jersey State Contract

The New Jersey Department of the Treasury, Bureau of Purchasing, regularly conducts bids for goods and services widely used among state agencies. New Jersey State contracts may be used for procurement if they offer the best price. Some State contracts, however, may be outdated or not suitable to the College's

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| B. \$6,600 - \$32,099.99 | Three (3) written or faxed quotes are required or as determined by the Purchasing Department. |
| C. Over \$33,000 | Formal advertised bid will be coordinated through the Purchasing Department or a bid waiver will be required. |

The Purchasing Department reserves the right to seek additional and/or price competition on all purchasing requests.

3.4 Non-State Contract Purchases in Excess of \$33,000

A purchase, contract, or agreement exceeding \$33,000 can only be awarded after a written, sealed public bid, unless it is for a statutorily waived item of the type listed in Section 3.5 or an item on State contract as defined in Section 3.2. Publicly bid contracts may be made for a period of up to thirty-six (36) consecutive months; a limited number of contract services may be made for a period of up to five (5) years, and ten (10) years for energy contracts. Development of the formal bid, and the attendant specifications, are the responsibility of the Purchasing Department, which may ask for the requisitioner's assistance in the writing of the bid document. Each bid document is to be tailored to meet the specific needs of the purchase.

By statute, the bid must be advertised at least once in the newspaper in general circulation in the county at least ten (10) days prior to the day fixed for receiving bids. Addendums must be advertised seven (7) business days prior to the bid opening. In addition to the placement of advertising, the Purchasing Department may post the bid announcement on its website. Bid documents may also be sent directly from the Purchasing Department to identified potential vendors.

Bids are opened and read aloud by Purchasing at the time and place specified in the advertisement and bid document. The bids are available for public inspection at the bid opening or at a later date under reasonable rules set by the Purchasing Department.

The College reserves in the advertisement and bid documents the right to reject any and all bids. The College also reserves the right to require bid security in an amount not to exceed ten percent (10%) of the base bid for goods and services, but not in excess of \$20,000, as security to hold the successful bidders' price, the bid security requirement for construction projects is ten percent (10%) of the bid. The bid security may be rendered through certified check, cashier's check, or bid bond at the bidder's option.

The standard for awarding bids for goods and services is: "...that responsible bidder, whose bid, conforming to the invitation for bids, will be most advantageous to the State college, price and other factors considered." The Board delegates its authority to the President, or his designee, to approve and execute contracts and agreements for the purchase of material supplies, and services and for the construction of buildings and other improvements.

The standard for awarding bids for construction contracts is: "...to the lowest responsible bidder, whose bid, conforming to the invitation for bids, will be the most advantageous to the State college." Bids not responsive to requirements will be declared void.

Following the review of bids and the award of a contract, all vendors are given written notification of the award and have three (3) days from the date of the award to enter a protest. Upon receipt of a written appeal, the Purchasing Department may grant the objecting vendor a hearing; see section 4.5 for further information.

3.5 Waiver of Bidding Procedures

- A. The State College contracts law allows for the waiver of public bidding procedures for purchases over \$33,000 under certain circumstances. Generally speaking, the State legislature has determined that in limited situations the objectives of conducting a public bidding process may not be advanced or may not always produce the best possible outcomes for the College. Despite this statutory latitude, the Associate Vice President for Operations may, however, determine that it is in the best interest of the College to forego the waiver process and conduct a formal public bid.

Bid waiver requests must meet statutory definitions. If all conditions are met, a bid waiver form must be completed and submitted to the Purchasing Department for approval by resolution of the Board of Trustees. Upon approval by the Board, the bid waiver is assigned a unique five-digit number. This waiver number must appear on all associated requisitions and purchase orders, thereby establishing a tracking mechanism through the College's Banner system and facilitating reporting and control.

Questions about bid waivers should be directed to the Purchasing Department.

- B. The three (3) broad categories of bid waivers are those that pertain to: 1) certain goods and services; 2) contracts or agreements with other public entities; and 3) public bids that have failed to produce a viable outcome for the College.

1. Certain Goods and Services: The following items may be purchased without the solicitation of bids if, in the judgment of the Vice President for Administration and Finance, the vendor recommended on the requisition appears to be offering satisfactory material or services at a reasonable price. A college purchase order, when required, shall be approved by the Purchasing Department. These items include:

1. Professional services; or
2. Extraordinary unspecifiable services and products which cannot reasonably be described by written specifications, subject, however, to procedures consistent with open public bidding whenever possible; or
3. Materials or supplies which are not available from more than one potential bidder, including without limitation materials or supplies which are patented or copyrighted; or
4. The doing of any work by employees of the State college; or
5. The printing of all legal notices and legal briefs, records and appendices to be used in any legal proceeding to which the State college may be party and the use of electronic data or media services, including the internet, for the printing of these legal notices and legal briefs, records and appendices; or
6. Textbooks, copyrighted materials, student produced publications and services incidental thereto, library materials including without limitation books, periodicals, newspapers, documents, pamphlets, photographs, reproductions, microfilms, pictorial or graphic works, musical scores, maps, charts, globes, sound recordings, slides, films, filmstrips, video and magnetic tapes, other printed or published matter and audiovisual and other materials of a similar nature, necessary binding or rebinding of library materials and specialized library services, including electronic databases and digital formats; or
7. Food supplies and services, including food supplies and management contracts for student centers, dining rooms and cafeterias; or
8. The supplying of any product or the rendering of any service by the public utility which is subject to the jurisdiction of the Board of Public Utilities, in accordance with tariffs and schedules of charges made, charged and exacted, filed with that board; or
9. Equipment repair service if in the nature of an extraordinary unspecifiable service and necessary parts furnished in connection with the services; or
10. Specialized machinery or equipment of a technical nature which will not reasonably permit the drawing of specifications, and the procurement thereof without advertising is in the public interest; or
11. Insurance, including the purchase of insurance coverage and consulting services, which exceptions shall be in accordance with the requirements for extraordinary unspecifiable services; or
12. Publishing of legal notices in newspapers as required by law and the use of electronic data or media services, including the internet, for the publication of the legal notices; or

13. The acquisition of artifacts or other items of unique intrinsic, artistic or historic character; or
14. The collection of amounts due on student loans, including without limitation loans guaranteed by or made with funds of the United States

respective colleges and also may, enter into a joint purchasing agreement with other units of State or local government.

Joint agreements shall set forth the categories of work, materials, or supplies to be purchased, the manner of advertising for bids and of awarding of contracts, methods of payment by each participating State college or other governmental unit, and other matters deemed necessary to carry out the purposes of the agreement.

Funds for each participant share of expenditures for purchases under any joint agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as appropriations are made for other expenses of the participant.

3. Failed Public Bids: The College has advertised for bids pursuant to Section 4 of the State Contract Laws on two occasions and (i) has received no bids on both occasions in response to its advertisement, or (ii) has rejected the bids on two occasions because the College has determined that they are not reasonable as to price, on the basis of cost estimates prepared for or by the College prior to the advertising therefore, or have not been independently arrived at in open competition, or (iii) on one occasion no bids were received pursuant to (i) and on one occasion all bids were rejected pursuant to (ii), in whatever sequence; any contract or agreement may then be negotiated by a two-thirds affirmative vote of the authorized membership of the Board of Trustees authorizing the contract or agreement, provided that:

1. A reasonable effort is made by the contracting agent to determine that the same or equivalent materials or supplies at a cost which is lower than the negotiated price are not available from any agency or authority of the United States, the State of New Jersey, or of the county in which the College is located, or any municipality in close proximity to the College;
2. The terms, conditions, restrictions, and specifications set forth in the negotiated contract or agreement are not substantially different from those which were the subject of competitive bidding.
3. Any minor amendment or modification of any of the terms, conditions, restrictions, and specifications, which were the subject of competitive bidding, shall be stated in the resolution awarding the contract or agreement. However, if, on the second occasion the bids received are rejected as unreasonable as to price, the College shall notify each responsible bidder, submitting bids on the second occasion of its intention to negotiate and afford each bidder a reasonable opportunity to negotiate. The College shall not award the contract or agreement unless the negotiated price is lower than the lowest rejected bid price submitted on the second occasion by a responsible bidder, is the lowest negotiated price offered by any

reasonable vendor, and is a reasonable price for the work, materials, supplies, or services.

Whenever the College shall determine that a bid was not arrived at independently in open competition, it shall thereupon notify the Attorney General of the facts upon which its determination is based and, when appropriate, it may institute appropriate proceedings in any State or federal court of competent jurisdiction for a violation of trade.

3.6 Bid Specifications

- A. All specifications for any purchase, contract, or agreement shall be drafted in such a manner to encourage free, open, and competitive bidding. Detailed specifications will be included with Request for Bid Proposal packets.
- B. Per Executive Order #11 passed in 2007, The College shall procure energy efficient products and equipment, renewable energy products, recycled products, low toxicity products and alternatives to products that contain mercury, lead, or other persistent bioaccumulative toxics (PBT's), and other products manufactured through environmentally sustainable methods. The College shall select ENERGY STAR energy-efficient products when acquiring new energy-using products or replacing existing equipment.

Notwithstanding Section B above, a bid may not:

- 1. require a standard, restriction, condition, or limitation not directly related to the purpose, function, or activity for which the purchase, contract, or

7. fail to disclose any matter necessary to the substantial performance of the contract or agreement.

C. Any specification adopted by the College which knowingly excludes prospective bidders by reason of the impossibility of performance, bidding, or qualification by any but one bidder, except as provided herein, shall be null and void and of no effect, and the purchase contract or agreement shall be re-advertised, and the original purchase, contract, or agreement shall be set aside by the Vice President.

4.0 Requisition Procedures

4.1 Vendor Registration and Entering into Vendor Database

Pursuant to N.J.S.A. 52:32-44 vendors providing goods or services with a value of \$4950.00 or more to the College in any single fiscal year must be registered with the Department of Treasury. Effective September 1, 2004, the College is prohibited from entering into a contract or purchase order for \$4950.00 or more with an entity unless the vendor has provided a copy of its business registration certificate.

4.3 Initiating the Purchase

The individual requesting a purchase (the requisitioner) completes an electronic, requisition on the Banner system. This procedure requires the approval of the respective Budget Unit Manager. The Budget Unit Manager's approval indicates agreement for the need to purchase the item being requested and that funds are available. The requisition will be electronically forwarded to the Purchasing Department.

4.4 Preparation of the College Requisition

A. Requisitions are prepared electronically through the College's Banner system. Requisitions can be regular or standing (blanket) orders. Standing orders are set up in most cases with local vendors so the Departments can purchase items on an as-needed basis. Attached to this document (Addendum 1) is a chart showing the methods of making purchases and the approval process.

It is important that the requisition be complete and clear and leaves no doubt as to the exact specifications of the desired items. The requisition must show any discounts, and installation fees. Current catalogs, State contracts, and

- H. Allow sufficient time for processing of the requisition and delivery of the materials and services. If the item to be purchased requires formal bidding, the lead-time required to place an order could take up to sixty (60) days or more.

4.5 Processing of Purchases

A. For Purchases Not to Exceed \$33,000

- a. Requisitioning department must prepare a requisition detailing the complete description of item, specifications required for that item, estimated price, and suggested vendor (if known). Vendor and price information for State contract vendors as well as other vendors are available through the Purchasing Department.
- b. Requisitions must be approved by the Budget Unit Manager and/or the Divisional Vice President of the department making the request.
- c. The approved requisition is electroni

The Purchasing Department will award the purchase to a responsible vendor. If the award is made to a vendor other than the lowest quote submitted a statement of explanation must be kept on file.

The Purchasing Department will submit to the awarded vendor a purchase order.

If less than three (3) quotes are received, the Purchasing Department may make the award based upon quotations received or solicit additional quotations at the Purchasing Department's discretion.

3. Any responsible vendor has the opportunity to bid competitively for College contracts. Facts influencing the decision as to whether or not a prospective vendor is responsible may be included, but need not be limited to the following:

- Registered vendor through the Division of Revenue State of New Jersey
- Quality of products normally sold
- Prior experiences with the vendor
- Number of years in business
- Size of staff, inventory
- Other accounts served by vendor
- Financial stability of vendor
- Response time to order

Quality, service, and price are essential considerations in selecting a vendor. Geographic location is relevant only to the extent that it may affect response time.

In most instances, a requisitioner's use of a brand name will be considered only to the extent that it defines the essential specifications that must be met. Use of a brand name may not be exclusionary; all quotations and bids, if they specify a brand name at all, must indicate that the College desires to purchase the given brand or an equivalent. The final selection of brand and vendor will be made by the Purchasing Department, after due consideration of the requisitioner's preferences, particularly in regard to educational materials.

B. For Purchases Estimated to be Greater Than \$33,000 - Not On State Contract

1. Requisitioning Department must complete a ***REQUEST FOR A RFP/BID FORM*** (Addendum 7) with specifications detailing the complete description of item, estimated price, and suggested vendor(s) (if known). Provide a list of candidates for the Evaluation Committee responsible to identify factors to be included in the RFP/BID for determining the lowest responsible bidder. Purchasing will prepare a draft Request For Proposal/Bid (RFP/RFB). The requisitioning department will review the draft RFP/RFB.

If the item is subject to bidding procedures, the Purchasing Department will make the determination whether bids have previously been solicited by the State and if the State has awarded and contracted with the vendor for the item requested.

If the item has been previously awarded to a vendor through a State contract, the Purchasing Department may utilize this vendor by submitting to the vendor a copy of the purchase order with item description and item price, previously negotiated. The College must be notified within ten (10) days receipt of the purchase order by the vendor of any exceptions to the previously negotiated terms.

If the item has not been previously awarded to a vendor through a State contract, the Purchasing Department will, in consultation with the originating department, prepare a RFP or bid.

2. Once the RFP/BID is completed the Purchasing Department will prepare the advertisement. The RFP/BID will be posted on the Purchasing Department's website under the Current Request for Proposal page on the day the Ad runs.
 - a. The bid advertisement will be published in a legal newspaper sufficiently in advance to allow, for competitive bidding but, in no event, less than ten (10) days prior to the bid award date.

The advertisement shall designate:

- i. The specifications, describing the goods/services requested. If space prevents the listing of the full specifications, a contact at the College shall be named to make available full specifications to any prospective responsible vendor.
- ii. If brand names are specified, the term "equivalent" must be stated.
- iii. The manner of submitting and of receiving bids.

v. An addendum must be advertised

f. Official Bid Protest

- i. The College shall provide to all qualified bidders a copy of a “Notice of Intent to Award a Contract” within sixty (60) days of a bid opening. Any qualified bidder that wishes to protest the notice of award shall have three (3) business days from the date of receipt of said notification to file an appeal in writing.
- ii. The Purchasing Department will post on website that the Bid is under Protest.
- iii. A bidder’s notice of appeal shall set forth with particularity that such is an appeal and the reasons upon which the bidder takes issue with the contemplated award to the apparent lowest responsible bidder, attaching all documentation, if appropriate. If the protest is refutable as a matter of fact, it will be treated as a clarification and the Notice of Award will proceed. A letter will be sent to the protesting company.
- iv. A panel will conduct a hearing within five (5) working days of the College’s receipt of the appeal. A written decision will be rendered within seven (7) working days of the hearing set forth in this paragraph.
- v. The hearing will be conducted by a panel of three (3) College employees. Those members shall be appointed by the Associate Vice President for Operations who shall preside at the hearing.
- vi. The hearing shall be open to all bidders on the project. The bidder filing the appeal has the right to present witnesses, and documents. The Associate Vice President for Operations may limit the number of witnesses to be heard. The panel may direct questions to the witnesses called by the appealing bidder or other project bidders present at the hearing if the panel deems necessary.
- vii. Picture taking, filming or tape recording of the hearing, are prohibited.
- viii. Attorneys may be present to assist and advise not to offer testimony, question witnesses, make statements, or speak. Furthermore, attorneys may not interfere with the hearing.
- ix. The College reserves the right to waive any immaterial defects in the bid or the bidding process.
- x. The panel shall render a decision in this matter and prepare a report to the Associate Vice President for Operations at the conclusion of the hearing which will be advisory in nature and not binding on the Associate Vice President for Operations. The Associate Vice President for Operations shall issue the final decision on this matter.
- xi. All appeals from the decision of the panel shall be appeal able to the Appellate Division pursuant to N.J.S.A. 18A:3B-6(f).

C. Additional Purchasing Procedure Requirements

A. Chapter 51

On September 22, 2004, Governor James E. McGreevey signed Executive Order 134, which, among other things, imposed new restrictions on State departments, agencies and authorities. The purpose of the Executive Order was to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access or the appearance thereof. To that end, Executive Order 134 prohibited State departments, agencies and authorities from entering into a contract that exceeds \$17,500 with an individual or entity that has made a political contribution to a candidate committee and/or election fund of any candidate or holder of the public office of Governor, or to any State or County political party committee. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005.

Contracts or Purchase orders for \$17,500 and over cannot be finalized until the vendor completes the necessary forms (Addendum 6). The vendor must understand that the College is prohibited from awarding a contract or issuing payments until the State Treasurer or his designee gives approval that the requirements of the Public Law have been met.

B. Emergency Purchases Over \$33,000 – Not On New Jersey State Contract

An emergency condition may be defined as the need for immediate procurement of goods and/or services necessary for the protection of College property and occupants or continual operation of the College where time does not permit using purchasing procedures.

- a. Supplying of:
 - i. fuel and oil for heating and other purposes and utilities for any term not exceeding in the aggregate five (5) years; or
 - ii. fuel or oil for use in automobiles, autobuses, motor vehicles, or equipment for any term not exceeding in the aggregate three (3) years; or
- b. plowing and removal of snow and ice for any term not exceeding in the aggregate five (5) years; or
- c. collection and disposal of garbage and refuse for any term not exceeding in the aggregate five (5) years; or
- d. purchase, lease, or servicing of information technology for any term of not more than five (5) years; or
- e. insurance for any term not more than five (5) years; or
- f. leasing or service of automobiles, motor vehicles, machinery and equipment, of every nature and kind for any term not exceeding in the aggregate five (5) years; or
- g. providing of food supplies and services, including food supplies and management contracts for student centers, dining rooms, vending operations, and cafeterias, for a term not exceeding five (5) years; or
- h. performance of work or services or the furnishing of materials or supplies for the purpose of conserving energy in buildings owned by, or operations conducted by, the contracting unit, the entire price of which is to be established as percentage of the resultant savings in energy costs, for a term not exceeding ten (10) years; provided that a contract is entered into only subject to and in accordance with rules and regulations adopted by the Board of Public Utilities es

Detailed procedures not herein addressed shall be made under the applicable provisions of the New Jersey Contracts law and other applicable laws, rules, and regulations.

D. Division of Contracts Prohibited

No purchase, contract, or agreement which is single in character shall be subdivided so as to bring it or any of the parts thereof under \$33,000, as defined in 18A:64-58 Section 7 of the State College Contracts Law.

E. Award of Contracts When Bids Are Equal

When two or more quotations or bids of equal amounts are the lowest quotations or bids submitted by responsible parties the College awards the contract to any one of such parties as, in its discretion, it may determine.

F. Miscellaneous

No action for damages shall lie against the Board of Higher Education, any State official, and College or its Board of Trustees or any of its officers because of any action taken by virtue of the provisions of the State College Contracts Law.

The College may enter into an agreement indemnifying the United States of America, or any board, body, officer, or agency thereof, and the New Jersey Educational Facilities Authority from any liability for loss or damage to the person or property of others resulting from any project undertaken or to be undertaken by the Federal government or the New Jersey Educational Facilities Authority for the benefit of the College or any project the cost of which or any part thereof is to be paid out of Federal funds or bonds financed through the New Jersey Educational Facilities Authority.

Prior to the conclusion of any contract or subcontract for the performance of work substantially similar to that performed by negotiations and employees of the College shall allow for consultation with the appropriate bargaining unit representative regarding such action. The negotiation unit's representative shall be entitled to review the supporting documentation concerning the purchase, contract, or subcontract and to an assessment of the impact of that purchase, contract or subcontract on the negotiations unit's employees of the College.

The College will evaluate existing policy on

G. Cancellation and Alterations

- a. Requisition: may be canceled prior to issuance of purchase order.
- b. Purchase Order: purchase order may be canceled providing acceptance is not made by the vendor. As noted in the legal conditions under purchase order, a binding contract may exist and a vendor(s) may have the right to refuse acceptance of cancellation. In this situation, the requisition budget unit manager must consult with the Vice President or his designee about the College's contractual obligations.

To cancel a purchase order, the requisitioning department must (1) telephone, fax, or write the vendor to cancel the order and (2) notify the Purchasing Department of the cancellation via e-mail or by memorandum (giving details such as purchase order number, account number, vendor, etc.) or send Purchasing a copy of the purchase order with instructions to cancel on it.

When a purchasing order has been canceled and the item(s) has been received, the requisitioning department must (1) notify the Purchasing Department of the cancellation via e-mail or by memorandum (giving details such as purchase order number, account number, vendor, etc.) or send Purchasing a copy of the purchase order with instructions to cancel on it; and (2) telephone the Receiving Department to inquire about the disposition of the item(s). Additionally, a restocking fee may be levied upon the College by the vendor when a purchase order has been canceled and the items have been received.

- c. Change orders: change orders to increase a Purchase Order must be made in writing before any additional work is started. Notify the Purchasing Department by e-mail and copy the Budget Unit Manager with an explanation. The request will not be processed unless it is submitted accordingly.

H. Complaints

Complaints concerning performance of vendor and/or the product received are to be brought to the attention of the Purchasing Department either via-email, a memorandum, or orally; it is a function of the Purchasing Department to resolve the complaints and/or assist you in the resolution.

I. Further Information

Contact the Purchasing Department for further information regarding purchasing or contract procedures.

J. Unauthorized Purchases

Individual faculty and staff members are not authorized to procure any goods or services on behalf of the College. New Jersey Law states that individuals who enter into unauthorized purchases may be held personally responsible for these goods or services.

If you have an unauthorized purchase and did not process a requisition through the Purchasing Department, you must submit a direct pay to Accounts Payable with a letter of justification.

K. New Jersey Prompt Payment Act

In accordance with The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. interest must be paid to any business concern that does not receive payment within sixty (60) days from the date the State (1) received good and services or (2) received a properly executed invoice, whichever is later. Where a signed contract exists between the State and a vendor, payment must be made within sixty (60) days of the payment date specified in the contract.

L. Awards

All awards for professional services and construction must be submitted by the requesting department to Staff Counsel for negotiation of a contract prior to issuance of a notice to proceed, performance or payment for any such services.