

CHAPTER 34**LOCAL PUBLIC AND PUBLIC SCHOOL
CONTRACTS LAWS****Authority**

N.J.S.A. 18A:18A-49.2 and 40A:11-37.1.

Source and Effective Date

R.2000 d.485, effective November 6, 2000.
See: 32 N.J.R. 3237(a), 32 N.J.R. 4300(a).

Executive Order No. 66(1978) Expiration Date

Chapter 34, Local Public and Public School Contracts Laws, expires on November 6, 2005.

Chapter Historical Note

Chapter 34, Capital Budget Manual, was adopted as R.1970 d.113, effective September 21, 1970. See: 2 N.J.R. 61(c), 2 N.J.R. 81(b).

Chapter 34, Capital Budget Manual, was repealed by R.1978 d.322, effective September 14, 1978. See: 10 N.J.R. 416(d).

Chapter 34, Local Public Contracts, was adopted as new rules, and Subchapter 7, Cooperative Pricing and Joint Purchasing Systems, was recodified from N.J.A.C. 5:30-17 by R.1990 d.595, effective December 3, 1990. See: 22 N.J.R. 724(a), 22 N.J.R. 3639(a).

Subchapter 7, Cooperative Pricing and Joint Purchasing Systems, was repealed and Subchapter 7, Cooperative Pricing and Joint Purchasing Systems, was adopted as new rules by R.1992 d.401, effective October 5, 1992. See: 24 N.J.R. 2667(a), 24 N.J.R. 3529(a).

Pursuant to Executive Order No. 66(1978), Chapter 34, Local Public Contracts, was readopted as R.1995 d.633, effective November 8, 1995. See: 27 N.J.R. 3259(a), 27 N.J.R. 4885(b).

Pursuant to Executive Order No. 66(1978), Chapter 34, Local Public and Public School Contracts Laws, was readopted as R.2000 d.485, effective November 6, 2000, and Subchapter 4, Change Orders and Open-End Contracts, was recodified as N.J.A.C. 5:30-11 and Subchapter 5, Certification of Funds and Applicable Accounting Procedures, was recodified as N.J.A.C. 5:30-5 by R.2000 d.485, effective December 4, 2000. See: Source and Effective Date. See, also, section annotations.

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**SUBCHAPTER 1. GENERAL PROVISIONS AND
DEFINITIONS****5:34-1.1 Application and compliance**

(a) Unless specifically stated to the contrary, the rules in this chapter apply to all local government agencies that are encompassed by the definition of contracting unit in N.J.S.A. 40A:11-2(1), and by all boards of education meet-

ing the definition of board of education in N.J.S.A. 18A:18A-2a by whatever name called.

(b) Every governing body, chief executive officer, or chief school administrator shall take reasonable steps to provide training so that all officials and employees responsible for the administration of public contracts are aware of and are able to comply with the requirements of the law and these rules.

(c) These rules are adopted by the Director of the Division of Local Government Services after consultation with the Commissioner of Education pursuant to N.J.S.A. 40A:11-37.1 and 18A:18A-49.2.

(d) Public housing authorities that operate subject to the authority of the U.S. Department of Housing and Urban Development will adhere to procurement procedures which reflect N.J.S.A. 40A:11-1 et seq. and related rules, provided that procurements conform to applicable Federal law and the standards required therein and to 24 CFR 85.36(b) that requires where both State and Federal law encompass the same procurement, the stricter or more limiting procedure which encourages competition shall be used.

Amended by R.2000 d.485, effective December 4, 2000.
See: 32 N.J.R. 3237(a), 32 N.J.R. 4300(a).

Rewrote the section.

5:34-1.2 Definitions

The following words and terms, as used in this chapter, shall have the following meanings, unless the context indicates otherwise:

“Aggregate” or “aggregation” means the sums expended or to be expended for the provisions 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 through a contract awarded by a contracting agency.

“Bid threshold” means the dollar amount set in N.J.S.A. 40A:11-3, and in N.J.S.A. 18A:18A-3, above which a contracting unit shall advertise for and receive sealed bids.

“Board of education” means and includes the board of education of any local school district, consolidated school district, regional school district, educational services commission, county special services school district, county vocational school and any other board of education or other similar body other than the State Board of Education, the Commission on Higher Education or the Presidents’ Council, established and operating under the provisions of Title 18A of the New Jersey Statutes and having authority to make purchases and to enter into contracts for the provision or performance of goods or services. The term “board of education” also shall include the board of trustees of a charter school established under P.L. 1995, c.426 (N.J.S.A. 18A:36A-1 et seq.).

“Competitive contracting” means the method described in N.J.S.A. 40A:11-4.1 et seq. and 18A:18A-4.1 et seq. of contracting for specialized goods and services in which formal proposals are solicited from vendors.

“Concession” means the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit.

“Contract” means any agreement, including, but not limited to, a purchase order or a formal agreement, which is a legally binding relationship enforceable by law, between a vendor who agrees to provide or perform goods or services and a contracting unit which agrees to compensate a vendor, as defined by and subject to the terms and conditions of the agreement. A contract also may include an arrangement whereby a vendor compensates a contracting unit for the vendor’s right to perform a service, such as, but not limited to, operating a concession.

“Contracting agent” means the governing body of a contracting unit or its authorized designee that has the power to prepare the advertisements, to advertise for and receive bids and, as permitted by law, to make awards for the contracting unit in connection with contracts.

“Contracting unit” means: any county; municipality; school district; or any board, commission, committee, authority or agency, which is not a State board, commission, committee, authority or agency, and which has administrative jurisdiction over any district project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercises functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts awarded by a contracting agent for the provision or performance of goods or services.

“Contract year” means the period of 12 consecutive months following the award of a contract.

“Director” means the Director of the Division of Local Government Services in the Department of Community Affairs.

“Division” means the Division of Local Government Services in the Department of Community Affairs.

“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.

“Goods and services” or “goods or services” means any work, labor, commodities, equipment, materials, or supplies of any tangible or intangible nature, except real property or any interest therein, provided or performed through a contract awarded by a contracting agent, including goods and property subject to N.J.S.A. 12A:2-101 et seq.

“Governing body” means: the governing body of the county, when the purchase is to be made or the contract is to be entered into by, or in behalf of, a county; the governing body of the municipality, when the purchase is to be made or the contract is to be entered into by, or on behalf of, a municipality; a board of education, when the purchase is to be made or the contract is to be entered into by, or on behalf of, a school district; or any board, commission, committee, authority or agency of the character described in definition of contracting unit.

“Lowest price” means the least possible amount that meets all requirements of the request of a contracting agent.

“Lowest responsible bidder or vendor” means the bidder or vendor:

1. Whose response to a request for bids offers the lowest price and is responsive; and
2. Who is responsible.

“Official newspaper” means any newspaper designated by the contracting unit pursuant to N.J.S.A. 35:1-1 et seq.

“Purchase” means a transaction, for a valuable consideration, creating or acquiring an interest in goods, services and property, except real property or any interest therein.

“Purchase order” means a document issued by the contracting agent authorizing a purchase transaction with a vendor to provide or perform goods or services to the contracting unit, which, when fulfilled in accordance with the terms and conditions of a request of a contracting agent and other provisions and procedures that may be established by the contracting unit, will result in payment by the contracting unit.

“Purchasing agent” means the individual duly assigned the authority, responsibility, and accountability for the purchasing activity of the contracting unit, and who has such duties as are defined by an authority appropriate to the form and structure of the contracting unit; or in the case of a board of education, the secretary, business administrator or the business manager of the board of education duly assigned the authority, responsibility and accountability for the purchasing activity of the board of education and having the power to prepare advertisements, to advertise for and receive bids and to award contracts as permitted by N.J.S.A. 18A:18A-1 et seq., but if there be no secretary, business administrator or business manager, such officer, committees or employees to whom such power has been delegated by the board of education.

“Professional services” means services rendered or performed by a person authorized by law to practice a recognized profession, whose practice is regulated by law, and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training. Professional services may also mean services rendered in the provision or performance of goods or services that are original and creative in character in a recognized field of artistic endeavor.

“Public works” means building, altering, repairing, improving or demolishing any public structure or facility constructed or acquired by a contracting unit to house local government or school district functions or provide water, waste disposal, power, transportation (but not the contracting for transportation services), and other public infrastructures.

“Responsible” means able to complete the contract in accordance with its requirements, including, but not limited to, requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, and workforce, equipment, and facilities availability.

“Responsive” means conforming in all material respects to the terms and conditions, specifications, legal requirements, and other provisions of the request.

“Service or services” means the performance of work, or the furnishing of labor, time, or effort, or any combination thereof, not involving or connected to the delivery or ownership of a specified end product or goods or a manufacturing process. Service or services may also include an arrangement in which a vendor compensates the contracting unit for the vendor’s right to operate a concession.

Repeal and New Rule, R.2000 d.485, effective December 4, 2000.

See: 32 N.J.R. 3237(a), 32 N.J.R. 4300(a).

Section was “Contracts through State agency”.

SUBCHAPTER 2. EXTRAORDINARY UNSPECIFIABLE SERVICES

5:34-2.1 Use of extraordinary unspecifiable services

N.J.S.A. 40A:11-5(1)(a)ii and 18A:18A-5a(2) permit contracting units to award contracts without competitive bidding for extraordinary unspecifiable services. The application of this exception for extraordinary unspecifiable services shall be construed narrowly in favor of open competitive bidding wherever possible.

Amended by R.2000 d.485, effective December 4, 2000.

See: 32 N.J.R. 3237(a), 32 N.J.R. 4300(a).

Rewrote the section.

5:34-2.2 General requirements limiting the use of the exception

(a) The assertion that the service can only be provided by a single contractor (“sole source”) shall not be sufficient to justify avoidance of competitive bidding as an extraordinary, unspecifiable service (hereinafter referred to as EUS).

(b) The fact that 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. 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.

(c) The services must be of such a qualitative nature that the performance of the services cannot be reasonably described by written specifications. However, services previously bid or generally characterized as being of a continuous ongoing nature shall be subject to the presumption that such services may not be classified as an EUS, unless a contracting unit can demonstrate in writing its inability to prepare written specifications describing the qualitative nature of the performance of the services required. If written specifications can be prepared describing the qualitative nature of the performance of the services, then they shall be so written, but notwithstanding that the other criteria of the definition may be met. Contracting unit officials might also consider the use of competitive contracting pursuant to N.J.S.A. 40A:4.1(k) or 18A:18A-4.1(k).

(d) 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.

(e) No firm, having been previously retained under this exception to study, survey or prepare specifications for a given system, function or equipment, may be selected without competitive bidding to operate, implement or provide any material or services on the basis of intimate or specialized knowledge acquired as a result thereof. Appropriate care shall be taken so that such a firm is not authorized to participate in competitive bidding or competitive contracting if its earlier participation would give it unfair advantage.

Amended by R.2000 d.485, effective December 4, 2000.
See: 32 N.J.R. 3237(a), 32 N.J.R. 4300(a).
Rewrote (c) and (e).

Case Notes

Reinsurance portion of county's insurance agreement was under "extraordinary, unspecifiable services" exception to bidding requirements. Local 1081 of Communications Workers of America, AFL-CIO v. Essex County, 255 N.J.Super. 671, 605 A.2d 1154 (A.D.1992).

County's purchase of insurance and consultant services was under "extraordinary, unspecifiable services" exception to bidding requirements. Local 1081 of Communications Workers of America, AFL-CIO v. Essex County, 255 N.J.Super. 671, 605 A.2d 1154 (A.D.1992).

5:34-2.3 Procedures for implementation of the exception

(a) If the estimated cost or price exceeds the 15 percent of the bid threshold of N.J.S.A. 40A:11-6.1a or 18A:18A-37a, quotations as to the cost or price must be solicited by the contracting agent whenever practicable, and the contract shall be awarded in accordance with the requirements of N.J.S.A. 40A:11-6.1a or 18A:18A-37a.

(b) Before the governing body awards a contract under the EUS provisions which exceeds the bid threshold established in accordance with N.J.S.A. 40A:11-6.1b or 18A:18A-37b, a designated administrative official of the contracting unit must file a certificate with the governing body clearly describing the nature of the work to be done, stating that it is not reasonably possible to draft specifications, describing the informal solicitation of quotations, and describing in detail why the contract meets the provisions of the statute and these rules. A mere recitation of the language in the statute shall not be sufficient for this purpose. A standard certification format is available from the Division of Local Government Services and must be utilized. The certification must be kept with the resolution awarding the contract.

(c) The governing body, in addition to stating the supporting reasons for its action in the resolution awarding the contract, shall place a notice of the action in an official newspaper pursuant to N.J.S.A. 40A:11-5(1)(a) and 18A:18A-5(a)(2).

Amended by R.2000 d.485, effective December 4, 2000.
See: 32 N.J.R. 3237(a), 32 N.J.R. 4300(a).

Changed N.J.S.A. references throughout; in (a), substituted "15 percent of the bid" for "informal quotation" following "exceeds the"; and rewrote (c).

Case Notes

County's purchase of insurance and consultant services was under "extraordinary, unspecifiable services" exception to bidding requirements. Local 1081 of Communications Workers of America, AFL-CIO v. Essex County, 255 N.J.Super. 671, 605 A.2d 1154 (A.D.1992).

Reinsurance portion of county's insurance agreement was under "extraordinary, unspecifiable services" exception to bidding requirements. Local 1081 of Communications Workers of America, AFL-CIO v. Essex County, 255 N.J.Super. 671, 605 A.2d 1154 (A.D.1992).

5:34-2.4 (Reserved)

Repealed by R.2000 d.485, effective December 4, 2000.
See: 32 N.J.R. 3237(a), 32 N.J.R. 4300(a).
Section was "Examples for purposes of guidance".

SUBCHAPTER 3. CERTAIN LEASES OF EQUIPMENT AND SERVICE AGREEMENTS BEYOND THE FISCAL YEAR

5:34-3.1 Duration of contract

(a) Leases (which term includes rental agreements) and service agreements for items authorized by N.J.S.A. 40A:11-15(7) and 40A:11-15(15) or N.J.S.A. 18A:18A-42(f) shall not be renewed or extended beyond the number of years set forth in each such statutory provision. The specifications for rebidding after the maximum number of years should not require that the equipment be in the possession or service of the contracting unit.

(b) Such leases and service agreements may be written for any period of time not to exceed the maximum statutory period, or for shorter periods with provision for renewal at the option of the contracting unit, provided that such renewal shall not cause the cumulative length to exceed the permitted length of time. Such renewals may be authorized only by resolution of the governing body.

Amended by R.2000 d.485, effective December 4, 2000.
See: 32 N.J.R. 3237(a), 32 N.J.R. 4300(a).

Rewrote (a); and in (b), substituted "permitted length of time" for "maximum allowable statutory period" at the end of the first sentence.

5:34-3.2 Application of bidding requirements

(a) All leases and service agreements authorized under N.J.S.A. 40A:11-15(7), 40A:11-15(15) and 18A:18A-42(f) shall be subject to competitive bidding if the cumulative amount to be expended during the duration of the multi-year lease exceeds the bid threshold.

(b) Change orders to reflect price increases shall not be required for purchases that are part of a contract where the bid specifications included provisions for price changes based on an objective benchmark not under the direct control of the supplier.

(c) Leases of textbooks and services incidental thereto may be made, negotiated or awarded by a board of education without public advertising for bids.

Amended by R.2000 d.485, effective December 4, 2000.
See: 32 N.J.R. 3237(a), 32 N.J.R. 4300(a).
Rewrote the section.

5:34-3.3 Option to purchase, prohibitions, cancellation clause

(a) In addition to providing for the use of equipment during the period of the lease, the lease may provide for rental payments to be credited towards the purchase price for purpose of acquisition of the equipment if the contracting unit, at its sole option, decides to buy the equipment, and said option was included in the original specifications and in the original contract.

(b) Leases shall not, however, provide for the acquisition of ownership at the beginning of the lease term, with installment payments to be made thereafter.

(c) If the contracting unit anticipates that a lessor may desire to assign its right to receive lease payments to an outside non-contractual third party, provision for such assignment must have been permitted by the lease specifications and be included in the lease agreement, and the lessee must be notified in writing by the lessor before payments may be made to a third party pursuant to such an assignment.

(d) While N.J.S.A. 40A:11-15 and 18A:18A-42 authorize lease arrangements, such contractual arrangements must contain a clause making them subject to the availability and

appropriation annually of sufficient funds as may be required to meet the extended obligation, or contain an annual cancellation clause.

Amended by R.2000 d.485, effective December 4, 2000.
See: 32 N.J.R. 3237(a), 32 N.J.R. 4300(a).

In (c), substituted "If the contracting unit anticipates that a lessor may desire" for "In instances in which a lessor desires" at the beginning; and in (d), changed N.J.S.A. reference, and deleted a former second sentence.

5:34-3.4 Equipment changes

(a) Equipment leased shall not be expanded, upgraded or otherwise materially changed or increased in cost during the term of the lease without competitive bidding, except as follows:

1. Equipment changes which were specifically described, either by itemization or by performance standards, in the original bidding specifications and for which all bidders were requested to submit bid proposals, when in accordance with a formal written plan of time-phased expansion, prepared prior to solicitation of bids, and when the bid proposals for such changes were considered in the determination of the successful bidder; or

2. An item of equipment which is discontinued by the vendor may be replaced with a comparable model which performs the same or increased workload provided that neither the workload nor the cost exceeds that specified in the original contract or the plan of expansion referred to in (a)1 above.

(b) Any such changes made in accordance with this section shall be made by an amendatory contract and the procedure followed shall be in compliance with the regulations regarding change orders.

Amended by R.2000 d.485, effective December 4, 2000.
See: 32 N.J.R. 3237(a), 32 N.J.R. 4300(a).
In (a)1, inserted "bid" following "submit".

SUBCHAPTERS 4 THROUGH 5. (RESERVED)

SUBCHAPTER 6. EMERGENCY PURCHASES AND CONTRACTS

5:34-6.1 General requirements

(a) The use of emergency purchasing pursuant to N.J.S.A. 40A:11-6 or 18A:18A-7 shall be subject to the following requirements:

1. An actual or imminent emergency must exist requiring the immediate delivery of the goods or the performance of the service;

2. As soon as reasonably possible, but within three days of declaring the emergency, the chief school administrator of a board of education shall notify the superintendent of education for the county of the nature of the emergency and the estimated needs for goods and services necessary to respond to it;

3. The emergency purchasing procedure may not be used unless the need for the goods or services could not have been reasonably foreseen or the need for such goods or services has arisen notwithstanding a good faith effort on the part of the contracting unit to plan for the purchase of any goods 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.

(b) The governing body of each contracting unit shall adopt rules or regulations as appropriate to the contracting unit to ensure that there is a procedure for determining and confirming the existence of an emergency and that the provisions for emergency purchasing pursuant to N.J.S.A. 40A:11-6 or 18A:18A-7 may be implemented. Such rules or regulations shall include such provisions that ensure that if initially designated individuals are not available, there is a designated chain of command to ensure that there are always appropriate individuals available to make such decisions.

Amended by R.2000 d.485, effective December 4, 2000.
See: 32 N.J.R. 3237(a), 32 N.J.R. 4300(a).
Rewrote the section.

5:34-6.2 (Reserved)

Repealed by R.2000 d.485, effective December 4, 2000.
See: 32 N.J.R. 3237(a), 32 N.J.R. 4300(a).
Section was "Procedure for emergency purchases and contracts".

5:34-6.3 (Reserved)

Emergency New Rule, R.1997 d.403, effective September 2, 1997 (to expire November 1, 1997).
See: 29 N.J.R. 4169(a).
Adopted concurrent proposal, R.1997 d.509, effective October 31, 1997.
See: 29 N.J.R. 4169(a), 29 N.J.R. 5062(b).
Repealed by R.2000 d.485, effective December 4, 2000.
See: 32 N.J.R. 3237(a), 32 N.J.R. 4300(a).
Section was "Procedures for emergency solid waste contracts".

SUBCHAPTER 7. COOPERATIVE PURCHASING

5:34-7.1 Applicability and authority

(a) The rules in this subchapter shall be known as the Cooperative Purchasing Rules.

(b) These rules shall apply to all contracting units.

(c) This subchapter is adopted under the authority of P.L. 1999, c. 440 (N.J.S.A. 40A:11-11).

(d) Copies of all cooperative purchasing forms are available from the Division of Local Government Services at PO Box 803, Trenton, New Jersey 08625-0803 or at the Division's web site at www.state.nj.us/dca/lgspages/dcadlgs/htm.

(e) When the lead agency of a cooperative pricing system, joint purchasing system or regional cooperative pricing system established and properly registered with the Division is a board of education or educational service commission the provision and performance of goods and services shall be conducted pursuant to the Public School Contracts Law (N.J.S.A. 18A:18A-1 et seq.). All other lead agencies shall follow the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).

(f) Boards of education as defined in N.J.S.A. 18A:18A-2 that pursue joint purchasing as described in N.J.S.A. 18A:18A-11 shall be subject to the rules set forth in this subchapter.

Amended by R.1995 d.633, effective December 4, 1995.
See: 27 N.J.R. 3259(a), 27 N.J.R. 4885(b).
Amended by R.2000 d.485, effective December 4, 2000.
See: 32 N.J.R. 3237(a), 32 N.J.R. 4300(a).
Rewrote the section.

5:34-7.2 Definitions

The following words and terms used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

"Application" means the forms and all supporting documents for creation, amendment or renewal of a cooperative purchasing system.

"Commodity resale system" means a purchasing system in which a local contracting unit purchases either gasoline, diesel fuel, snow removal chemicals, public works materials and supplies, including road and roadway construction materials, or any other such materials as may be approved by the Director for its own consumption and then sells all or a portion thereof to another local contracting unit.

"Contracting unit" means any county; municipality; board of education; or any board, commission, committee, authority or agency, which is not a State board, commission or committee, authority or agency, and which has administrative jurisdiction over any district, project, or facility, included or operating in whole or in part within the territorial boundaries of any county or municipality which exercises functions which are appropriate for the exercise by one or more units of local government or board of education and which has statutory power to make purchases and enter into contracts awarded by a contracting agent for the provision or performance of goods or services.

(b) The Director shall prepare such guidelines as determined necessary to assist contracting units in the creation and administration of cooperative purchasing systems.

Recodified from 5:34-7.17 by R.1995 d.633, effective December 4, 1995.

See: 27 N.J.R. 3259(a), 27 N.J.R. 4885(b).

Recodified from 5:34-7.20 by R.2000 d.485, effective December 4, 2000.

See: 32 N.J.R. 3237(a), 32 N.J.R. 4300(a).

In (a), substituted "accordance with" for "light of" following "systems in"; and in (b), deleted "local" following "assist".

5:34-7.32 Enforcement

(a) All cooperative purchasing systems shall comply with the provisions of these rules at all times. The lead agency of any cooperative purchasing system deemed by the Director to be in noncompliance shall be notified by certified mail. The lead agency shall explain in writing within 10 working days the steps being taken to correct the noncompliance. Failure of the lead agency to respond within the time provided shall result in the notification to the lead agency by the Director by certified mail to appear before the Director, or his or her designee. Notice shall be given at least 10 working days prior to the date of appearance and shall detail the nature of the alleged noncompliance. Fail-

ure to appear may result in the suspension or termination of the registration of the system.

(b) No later than five days after an appearance required herein, the Director shall issue a written determination on the issue of regulatory compliance. A copy of the determination shall be forwarded by certified mail to the lead agency.

(c) A determination of noncompliance shall result in the immediate commencement of a 15 day grace period. During this time, the lead agency shall rectify all items of noncompliance, to the satisfaction of the Director.

(d) Failure of the lead agency to undertake such action as required by the Director to resolve the issue of noncompliance may result in the suspension or termination of the registration of the system.

Recodified from 5:34-7.18 by R.1995 d.633, effective December 4, 1995.

See: 27 N.J.R. 3259(a), 27 N.J.R. 4885(b).

Recodified from N.J.A.C. 5:34-7.21 by R.2000 d.485, effective December 4, 2000.

See: 32 N.J.R. 3237(a), 32 N.J.R. 4300(a).