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## TO THE VENDOR:

This guide is designed to inform prospective bidders of the procedures for the goods and services to the City of Paterson; it describes what we buy, and how you can participate in our purchasing program.

Whether it's a large or small company, you will have an equal opportunity to participate in selling your goods or services to the City of Paterson. Therefore, the guide is presented to assist you in doing business with the City of Paterson.

Prospective vendors should note the step-by-step procedures for submitting a bid or price quotes or request for proposals and complying with the requirements. These procedures include those required by the State law and rules and regulations adopted by the Municipal Council of the City of Paterson.

If you have any questions, please contact the Division of Purchasing by calling (973) 321-1340 or visiting our office at 155 Market Street, 4th Floor, Paterson, NJ, between the hours of 8:30 A.M. and 4:30 P.M.

We look forward in doing business with you.

Harry M. Cevallos, OPA, RPPS  
Purchasing Agent

# How to Do Business with The City of Paterson

## Our Purchasing Principles

The Department of Business Administration, Division of Purchasing for the City of Paterson serves as the City's primary agent in the procurement of goods and services necessary to operate the City of Paterson.

Our goal is to ensure that New Jersey and Paterson taxpayers are receiving maximum value for each purchase dollar. Toward that goal, we try to encourage qualified vendors to participate in bidding opportunities, provide competitive pricing and deliver quality products and services in the prescribed time frames.

To further increase vendor participation and achieve lower costs, the City of Paterson has, in many cases revised bid security deposits and performance bond requirements.

This booklet is intended to provide valuable information about the necessary steps in doing business with the City of Paterson including bidding, awarding of contracts and the payment processes. Read it carefully, and if you have any questions, please do not hesitate to contact us:

Division of Purchasing City Hall  
155 Market Street, 4th Floor Paterson, NJ 07505  
Phone: 973-321-1340  
Fax: 973-321-1341

Business Hours: Monday - Friday 8:30 AM - 4:30 PM

Web Site: [HTTP://WWW.PATERSONNJ.GOV](http://www.patersonnj.gov)

NOTE: All Bids are received on the 4th Floor in the Division of Purchasing.

Harry M. Cevallos, QPA, RPPS  
Purchasing Agent  
[hcevallos@patersonnj.gov](mailto:hcevallos@patersonnj.gov)

Maria Calderon, QPA, RPPS  
Assistant Purchasing Agent  
[mcalderson@patersonnj.gov](mailto:mcalderson@patersonnj.gov)

Pamela Carroll, RPPS  
Purchasing Assistant  
[pcarroll@patersonnj.gov](mailto:pcarroll@patersonnj.gov)

Tasha Alexander  
Clerk Typist  
[talexander@patersonnj.gov](mailto:talexander@patersonnj.gov)

Joseph Barbieri  
Contract Manager  
[jbarbieri@patersonnj.gov](mailto:jbarbieri@patersonnj.gov)

# *How To Do Business with The City of Paterson*

## TYPES OF PURCHASE AWARDS

### Term Contracts

These types of contracts are issued for goods and services needed on a consistent basis over a period of time. The specifications, terms, conditions and price for the specific goods or services are fixed for the duration of the contract. Term contracts do not specify total dollar limits, but estimates are provided for purposes of the bid. Before any goods or services are delivered, the awarded contractor must receive a signed Purchase Order. Verbal or telephone orders **WILL NOT** be honored for payment by the City of Paterson.

### Line - item Contracts

These one-time contracts are for specific, defined items with prescribed delivery/installation schedules. Line-Item Contracts apply to stipulated goods or services to be delivered/performed under specific conditions and requirements. Before any goods or services are delivered the awarded contractor must receive a signed Purchase Order. Verbal or telephone orders **WILL NOT** be honored for payment by the City of Paterson.

### Multi-Source Contracts

These types of contracts are awarded to more than one vendor due to the variety/number of items required to fulfill the contract and/or number of delivery/service locations. A typical example of such a contract might be for electrical supplies - multiple items needed under one bid in which one vendor might not carry all items. A Multi-Source contract enables the City to use multiple vendors and take advantage of the lowest price for items on a line-by-line basis.

Thus, an award of a Multi-Source contract does not guarantee that all of the vendors will receive Purchase Orders, however, this gives the City the flexibility to achieve the best price for each line item bid. Before any goods or services are delivered, the awarded contractor must receive a signed Purchase Order. Verbal or telephone orders **WILL NOT** be honored for payment by the City of Paterson.

## PURCHASES ON QUOTATION

In cases where contracts are not in effect for the desired commodity or services and the commodity is not available to the City through State Contract and the aggregate amount of the commodity or service does not exceed \$44,000.00 for the fiscal year, the City of Paterson may solicit informal quotations. Informal written quotations are required for goods and services when the aggregate reaches the level of \$6,600.00. In such cases, the award is awarded to the lowest of the three (3). Before any goods or services are delivered, the awarded contractor must receive a signed Purchase Order. Verbal or telephoned orders **WILL NOT** be honored for payment by the City of Paterson.

# *How To Do Business with The City Of Paterson*

## **Purchase Orders**

Purchase Orders are issued for individual commodities or services purchased under any type of contract or quotation with the City of Paterson.

When a Purchase Orders is issued to a contracted vendor, the vendor must check for the following:

The Purchase Order correctly identifies the current contract number and awarded vendor.

The Purchase Order is properly signed by an authorized signature of the City Of Paterson.

The Purchase Order reflects the price of the delivered or installed product; no additional costs (i.e. shipping, handling, etc.) will be subsequently accepted or paid.

## **Responding To Bid Solicitations**

When a procurement requirement occurs which is expected to exceed \$44,000.00, State Statutes stipulate that open public bids be solicited and publicly advertised. The Bid Specification provides all necessary instructions and a complete description of the requirements, terms and conditions to enable the preparation of a competitive bid. Invitations to bid are published in the legal advertisements in our official newspapers (North Jersey Herald News). All advertisements and bid list mailings occur at least ten (10) business days prior to the bid due date per (N.J.S.A. 40A: 11-23). Bid Specifications will not be faxed to vendors.

All formal bid openings are scheduled at 11:00 am on the date specified. Mailed bid proposals must be received before 11:00 am on the date specified; no late bids will be accepted.

On the specified hour and date, the sealed bids received are publicly opened and read. You may be present at these public bid openings.

A vendor who is considering submitting a bid in response to an advertisement may obtain a Bid Specification by calling, faxing or visiting the Division of Purchasing, Monday - Friday between 8:30 AM - 4:30 PM and requesting the bid number cited in the advertisement.

## **Standard (Mandatory) Bid Requirements**

Each responding vendor is responsible for carefully reading the bid specification and understanding its contents. Vendors who have previously submitted bids for the same commodity or services should not presume that the specifications, terms, and conditions are necessarily identical to the previous Bid Specification. There may be slight difference that would only be realized after careful reading and evaluation by the vendor. Thus, each Bid Specification should be reviewed to ensure that bids are in compliance with the exact requirements of the specific Bid Specification.

Some Standard requirements include the following:

**Bid Delivery** - All bid proposals must be received by the Division of Purchasing on or before the date and exact time specified in each Bid Specification. For example, if a bid is due at 11:00 am on a particular date, the bid will not be considered for evaluation if delivered at 11:01 am.

**Note: Bidders assume all responsibility for their mailed bids despite problem that may occur in the postal or private delivery process.**

# ***How To Do Business with The City Of Paterson***

**Signature:** All bid proposals must show original signatures signed in ink to ensure a binding agreement.

**Price Alterations** - Any price change must be individually initialed in ink; otherwise, the revised price will be considered invalid, and the item will be disqualified from your bid evaluation.

**Additional Bid Information** - For those Bid Specifications requiring price list, product literature, other information or samples, such materials must be provided at the time of the bid opening.

**Brand Name Alternatives** - Brand names and/or descriptions used in Bid Specifications are frequently designed to acquaint bidders with the type and function of the commodity to be purchased. Brand names may be used as a standard by which alternative or competitive materials may be evaluated. When bidders are proposing an alternate product, a full explanation of the variations between the alternate and the specified brand name product must be in the bid proposal.

**Affirmative Action** - All bidders are required to submit to the Division of Purchasing evidence of compliance with (P.L. 1975, C.127 and N.J.A.C. 17:27) regarding Affirmative Action.

**Ownership Disclosure** - In accordance with Public Law 1977 Chapter 33 all partnerships and corporations are required to disclose with their bids the names and addresses of all owners holding 10% or more of the firm's stock or interest. Failure to do so will disqualify the bid.

**Guarantee to Accompany Bid; Amount - (N.J.S.A. 40A: 11-21)** - A contracting unit may provide that a person bidding on any other contract, advertised in accordance with law, shall furnish a guarantee as provided for herein. The guarantee shall be payable to the contracting unit so that if the contract is awarded to the bidder, the bidder will enter into a contract therefore and will furnish any performance bond or others security required as a guarantee or indemnification. The guarantee shall be in the amount of ten percent (10%) of the bid, but not in excess of \$20,000.00, except as otherwise provided herein, and may be given, at the option of the bidder, by certified check, cashier's check or bid bond. In the event that any law or regulation of the United States imposes any condition upon the awarding of a monetary grant to any contracting unit, which condition requires the depositing of a guarantee in an amount other than ten percent (10%) of the bid or in excess of \$20,000.00 the provisions of this section shall not apply and the requirements of the law or regulation of the United States shall govern.

**Questions About Bid Specifications/Requirements** - Any bidder who has questions about the Bid Specifications or needs further clarification should contact the Division of Purchasing in writing or by fax. In order to ensure complete fairness and equal treatment to all bidders, any resulting clarifications will be communicated via an addendum (faxed and mailed to all bidders). Note that once the bid opening has occurred and the evaluation process has begun, no questions or request for clarification will be accepted by the Division of Purchasing.

**Bidder's Conference/Site Inspections** - When the Bid Specifications stipulate a bidder's conference or site inspection, the bidder is encouraged to attend at the specified place, time and date. Such inspections are intended to supply bidders with additional information or visual inspection which can help to ensure the completeness and accuracy of all bids.



# ***How To Do Business with The City of Paterson***

Late Bids - Any bid received by the City of Paterson, Division of Purchasing after the date and time stipulated in the Bid Specification will not be included in the bid evaluation process. This regulation does not allow for any exceptions, thereby preserving the City's policy of equal treatment toward all vendors.

## BID EVALUATION

### Bid Opening

As indicated above, bids received after the date and time stipulated in the Bid Specification will not be considered for evaluation. Anyone may attend the bid opening at which all bids submitted within the time requirements will be read aloud.

### Evaluation Procedure

The City of Paterson policy is straight forward and simple - The lowest responsible bidder meeting all of the State bidding requirements and other evaluation criteria, shall be selected. Depending upon the complexity of the bid and the number of bidders, the evaluation process will normally take from a few days to several weeks; however it should not exceed sixty (60) days. Once the evaluation is complete, a resolution to award the contract is submitted to the City Council for public vote at its normal regular meeting.

For professional service contract awards, an evaluation committee reviews the bids and recommends the contract award to the Purchasing Agent.

### 40A:11-23.2. Mandatory Requirements

When required by the bid plans and specifications, the following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for the receipt of the bids; the failure to submit anyone of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body:

- a. A guarantee to accompany the bid pursuant to section 21 of P.L.1971, c.198 (CAOA:11-21);
- b. A certificate from a surety company pursuant to section 22 of P.L.1971, c.198 (C.40A:11-22);
- c. A statement of corporate ownership pursuant to section 1 of P.L.1977, c.33 (C.S2:2S-24.2);
- d. A listing of subcontractors pursuant to section 16 of P.L.1971, c.198 (C.40A:11-16);
- e. A document provided by the contracting agent in the bid plans, specifications, or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents; and
- f. (Deleted by amendment, P.L.2009, c.)

These items are self-explanatory and are applied equally and irrevocably to all vendors and their bids. Therefore, bidders must be conscientious in fulfilling all requirements in order to have their bids considered for award.

# ***How To Do Business with The City Of Paterson***

## **PURCHASE ORDER AND CONTRACT AWARDS**

### **The Contract**

Formal competitively bid contracts are submitted to the Municipal Council by resolution for an award. Once the resolution is approved the Legal Department prepares contracts to be executed. The contracts are mailed to the contractor for signatures and for appropriate documents as required for execution. On receipt of the contracts from the vendor, contracts are expedited and an official signed copy will be mailed back to the vendor.

Your contract sets forth your obligations and your rights. It mutually protects both you and the City of Paterson.

One of the differences between a government contract and a private contract is the government's **absolute** right to terminate a contract.

In some cases, contracts are cancelled because the contractor failed to comply with certain important requirements of the contract. In such cases, the City is liable only for the items, if any, which have been already delivered and accepted. However, the City has the right to buy the goods or services from another source, that it could not buy from the original contractor. The City can charge that contractor the difference, if any, between his contract price and the price that the City has to pay the new supplier.

The specifications describe what the City requires and wants. Your failure to follow all specifications will result in a rejection of your shipment. The City does not pay for rejected merchandise. In the case of a dispute involving the performance of a service, procedures to settle the dispute will be utilized.

### **Construction Contract**

The Engineering Department oversees construction project contracts.

Construction project contracts are defined as the process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair or routine maintenance of existing structures, building or real property.

### **Notice of Term Contract Award**

Following the resolution approval by the City of Paterson, all bidders will receive a Notice of Award, which provides notification to all bidders as to the tenors, conditions and vendors who have been awarded contracts with detail of the award attached. Failure to comply with all conditions as stipulated in the original bid specification and terms of award will disqualify the vendor and the award will be directed to the next lowest bidder.



# ***How To Do Business with The City of Paterson***

## Purchase Order

The next step is the issuance of the actual Purchase Order, Vendors must receive a Purchase order before providing any goods or services. Vendors should carefully review all documents from the Division of Purchasing to ensure against errors or omissions; and that are detected should be immediately reported to the Division of Purchasing prior to processing the delivery of the requested goods and services. In addition, contract vendors are cautioned to provide only those goods or services specifically designated in the contracts. Additions, extensions, and or substitutions are not authorized and will be considered a breach of contract not subject to payment requirements.

### NOTE\*

THAT NO GOODS OR SERVICES SHOULD BE DELIVERED WITHOUT A VALID PURCHASE ORDER IN HAND. ANY GOODS AND SERVICES PROVIDED IN VIOLATION OF THESE REGULATIONS WILL NOT BE GIVEN CONSIDERATION FOR PAYMENT

## OTHER REQUIREMENTS

### Tied Bids

Contract shall be awarded in the following order of priority.

1. Vendor's proximity to the city.
2. Satisfactory performance of previous contracts with the City.
3. Experience in performing similar work for other Public Entities.

If two (2) or more bidders shall remain equally eligible after application of paragraph (a) of this section award shall be made by a drawing by lot limited to those bidders that are tied.

### Buy American Goods (N.J.S.A. 40A:11-18)

Under the terms of this agreement, wherever available, and practical, the contractor shall only use manufactured and farm products of the United States.

### Liquidated Damages

The City of Paterson may take action under the terms and conditions of this agreement, to assess reasonable liquidated damages for the violation of any of the terms and conditions, or the failure of the contractor to perform said contract or agreement in accordance with the specifications. The monetary amount to be assessed will be indicated in the technical specifications of this agreement.

### Insurance

The contractor shall secure and maintain in force and effect for the term of this contract, liability insurance, unless revised in the technical specification. The contractor shall provide the City with current certificates for all coverage and renewals thereof, which must contain the provision that the insurance in the certificate shall not be cancelled for any reason except after thirty (30) days written notice to:

Department of Business Administration, Division of Purchasing, 155 Market Street, 4th Fl. Paterson, NJ 07505.

# ***How To Do Business with The City Of Paterson***

## Deliveries

Unless otherwise specified in the bid/proposal, all prices in bids/proposals are to be submitted FREE ON BOARD (F.O.B), DESTINATION (CITY OF PATERSON). Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the City's Department and it's Divisions.

## Right to Know

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right To Know Law N.J.S.A. 34:5A-5.

## Pay- To-Play

The Pay- To-Play law does not alter the provision of contracting laws regulating agency procurement for goods and services that are subject to public bidding. The public bidding process meets the requirements of a fair and open process.

All resolutions awarding contracts over \$17,500.00 should include wording indicating that the contract is award pursuant to a fair and open process.

See instructions for New Jersey Local Unit Pay- To-Play Laws

## VENDOR PAYMENTS

### Claims Certification and Declaration

The vendor receives a Purchase Order (white). This declaration must be signed by the vendor. It is submitted, along with a detailed invoice indicating the Purchase Order number, to the Division of Accounts and Control, 155 Market Street, 1st. floor, Paterson, NJ 07505. The blue copy of the Purchase Order is kept by the vendor for their records.

The Division of Accounts and Control must also receive the signed copy of the Purchase Order. This receipt copy is signed by the Department/Divisions indicating their satisfaction with the goods or services. Payments will be processed only when all three (3) documents, voucher, invoice and receipt copy, are received by Accounts and Control. Problems concerning payment should be directed to the Department/Division receiving the goods or services.

# ***How To Do Business with The City of Paterson***

## **Claims Certification and Declaration (cont')**

Every effort will be made to pay vendors within sixty (60) days provided the appropriate documentation has been received. This documentation includes; the vendor invoice with the purchase order number included, the signed purchase order by the vendor and the receiving copy of the purchase order signed by the Department/Divisions indicating the goods or services that were provided by the vendor were received. All payments are subject to the City Council approval at a public meeting and may delay due to adjustments in the meeting schedule.

NOTE: ITEMS OR SERVICES DELIVERED WITHOUT A VALID PURCHASE ORDER OR CONTRACT IN EFFECT WILL BE DEEMED AS UNAUTHORIZED PURCHASES; THEREFORE, INVOICES FOR SUCH DELIVERIES WILL NOT BE PROCESSED FOR PAYMENT.

# ***How To Do Business with The City of Paterson***

## HELPFUL HINTS TO BIDDERS

### Read the Invitation Carefully

It means exactly what it says! You are expected to follow all instructions and specifications set forth in the proposal to bid. Don't assume anything. In case of doubt as to the meaning of any part of the specifications contact the Purchasing Office immediately BEFORE you submit your bid. Any questions for clarification must be put in writing and forwarded to the Purchasing Office no less than ten (10) days before the bid opening.

Complete all document requirements and do not forget to sign your bid proposal. Non-compliance in completing document requirement can result in the rejection of your bid.

### Include all Costs

Be certain that all costs are included. Don't forget packing and delivery. Remember that many things can upset your cost estimates. It is important to take all cost factors into consideration when preparing your bid.

### Prepare Your Bid Accurately

Your bid is your formal offer to supply the required items at the price you indicated and on the terms we specify. Don't promise deliveries you cannot fulfill. If your bid is accepted, the City will hold you to all of its terms. If you make an error, the City of Paterson may not legally be able to grant relief.

### Submit Your Bid on Time

The Purchasing Office must receive your bid on the specified hour and date set for the opening of bids.

GOOD LUCK!



## **Business Ethics Guide**

*A Plain Language Guide to Ethical Business Conduct for Companies Transacting Business with the State of New Jersey, its Institutions, and Agencies.*

### **INTRODUCTION AND GUIDING PRINCIPLES**

This Plain Language Guide to Ethical Business Conduct ("Guide") covers a wide range of business practices and procedures. It does not cover every issue that may arise, but it does set out basic principles to guide all employees, officers, and directors of companies transacting business with the State of New Jersey. Obeying the law, both in letter and spirit, is the foundation on which a company's ethical standards are built. All company employees, officers, and directors must respect and obey the laws and regulations of the agencies with which they operate. Contracting parties will be required to certify that they have complied with all applicable laws and regulations governing the provision of State services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to -28.

Although the applicable provisions of law are detailed, you will have no difficulty following them, if you follow these simple, guiding principles:

- You may not profit from a conflict of interest on the part of a State or Municipal employee.
- You may not "wine and dine" State or Municipal employees.
- You may not pay a State or Municipal employee anything for the performance of his or her official duties.
- You may not make illegal political contributions.
- You may not profit, directly or indirectly, from the use of any secret or confidential knowledge or data of the State and Municipal or its employees has illicitly disclosed.

This Guide reflects current Conflicts Law. It should be supplemented appropriately to reflect subsequent legislative changes.

### **OVERVIEW AND RULES OF CONDUCT**

This Guide is designed to help private sector vendors and other entities familiarize themselves with some key parts of the New Jersey ethics standards as they apply to employees of the Executive Branch of State Government. If you do business with the Executive Branch, are regulated or licensed by, receive grants from, or lobby State agencies, or if you are considering hiring current and former State employees, this Guide is for you.

This Guide is not meant to serve as formal advice or as a substitute for legal counsel. It provides general information only and does not have the force and effect of law. It does not replace any actual laws or rules, and it does not address every ethical restriction contained in the laws and rules it summarizes. It does not cover the requirements contained in any particular agency's ethics code. Ethical issues may also be addressed in procurement, personnel, and travel rules, as well as in open meetings, open records, and criminal laws. In addition, members of particular professions (e.g., lawyers and accountants) are subject to their own codes of professional responsibility.

In this Guide, we use the term "State employee" to refer to State officers and employees and special State officers and employees who are subject to the ethics laws and rules discussed in this Guide. As a practical matter, virtually all employees and appointees in the Executive Branch of New Jersey State Government are "State employees."

## **GENERAL STANDARDS**

As a private sector entity dealing with State agencies, you must not:

- induce or attempt to induce any State employee to violate the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 to -28, or any code of ethics promulgated thereunder;
- influence, or attempt to influence or cause to be influenced, any State employee in his or her official capacity in any manner which might tend to impair his or her objectivity or independence of judgment;
- cause or influence, or attempt to cause or influence, any State employee to use, or to attempt to use, his or her official position to secure unwarranted privileges or advantages for you or any other person or entity; or
- undertake, directly or indirectly, any private business or commercial or entrepreneurial relationship with, or sell any interest in your business to:
  - a State employee who has any duties or responsibilities in connection with the purchase, acquisition, or sale of any property or services by or to any State agency; or
  - any person, firm, or entity with which that State employee is employed or associated, or in which he or she has an interest.

A State employee may apply to the Commission for a waiver of this particular restriction, and the Commission may grant the waiver if it finds that the relationship does not present a potential, actual, or appearance of a conflict of interest. If you enter into a business relationship that contravenes this rule, you must promptly report it in writing to the Commission.

## **GIFTS, FAVORS, SERVICES AND OTHER THINGS OF VALUE**

Do not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, honorarium or other thing of value of any kind to:

- any State employee or any member of his or her immediate family (i.e., a spouse, child, parent, or sibling residing in the same household as the employee); or
- any partnership, firm, or corporation with which the State employee is employed or associated, or in which he or she has an interest. Some things of value are obvious, such as money, stock, debt forgiveness, real estate, or automobiles. But less obvious things also have value, including offers of employment, loans, labor, rebates, price discounts, entertainment, or meals.

The effect of this standard is that you must not send holiday gifts, office-warming gifts, tokens of appreciation, or other things of value to State employees or State agencies. In addition, it is improper to invite State employees to meals, parties, sporting events, theatrical performances, and similar social functions.

A State employee can accept a gift from you or contract with you under the same terms and conditions that you offer or make available to members of the general public or to a large class of recipients, provided that the gift or contract does not violate any other Commission guidelines or a particular agency's ethics code. For example, State employees can take advantage of cell phone rate packages offered to "all public employees" and government rates offered by hotel chains. State employees can also accept nonalcoholic beverages and snack items (e.g., coffee, doughnuts, and cookies) at meetings or site visits, but they cannot accept meals.

If any State employee solicits you for a fee, commission, compensation, gift, gratuity, or other thing of value, you are required to report the occurrence promptly, in writing, to the Attorney General and to the Commission.