

*Town of Goffstown*  
**PURCHASING POLICY**



Adopted by Goffstown Select Board  
On 8/16/1993 with effective date of 9/1/1993  
Revised 2/14/2000; 12/8/2003; 5/7/2007; 6/24/13; 6/2/14;  
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## 1. GENERAL POLICIES

- 1.1 The Town of Goffstown will centralize the purchase of certain items based on the common usage by all six (6) departments. The Finance Office will oversee and coordinate centralized purchases and distribution of stock whenever possible.
- 1.2 Appendix A outlines spending levels required for written/verbal quotes and RFPs/Bids for each department. All purchases under Appendix A require a Purchase Order at the time of ordering.
- 1.3 All purchases over \$25,000 may only be made after certification by the Finance Director as to the availability of funds.
- 1.4 All purchases shall be of the quality deemed necessary to suit the intended purpose, suitable and beneficial to the municipality and totally in the municipality's best interest.
- 1.5 Where possible, the municipality will consider the use of a state and cooperative purchasing contracts for goods and services as such contracts and purchases may provide savings to the community.
- 1.6 Receipts of goods or services will be verified and approved by each Department Head or designee prior to payment of invoice.
- 1.7 The municipality allows for emergency purchases and shall be approved by the Select Board.
- 1.8 The Department Head, with the permission of the Select Board, may charge a reasonable fee for complex plans that are being put out for bid or for an RFP.
- 1.9 Purchases requiring purchase orders shall have documented record of verbal and/or written quotes, in accordance with Appendix A submitted to Finance with the request for the purchase order.
- 1.10 Local Advantage: The Town of Goffstown will make every effort to purchase from businesses located within Goffstown area if the purchase provided it best meets the needs for the community. The Town of Goffstown employees and officials have a responsibility to the taxpayers of the Town to ensure that bids are awarded to vendors offering products or services that best meet the needs of the Town.
- 1.11 Technology Enhancements: The procurement of technology equipment may be waived from the purchasing policy provisions with the approval of Finance Director. Since hardware and software standardization is critical to the efficient operation of the Town's computer system, it is not in the Town's interest to intermingle different brands or styles of computer equipment. Documentation of such waiver shall be kept on file with the purchase order.
- 1.12 The governing board shall be the Library Trustees in purchases involving the Library Department. The governing board shall be the Parks and Recreation Commission for the Parks and Recreation Department unless the Select Board specifically votes to exercise their right to final jurisdiction in a decision. The governing board shall be the Sewer Commission for the Sewer Department. In all other departments the governing board shall be the Select Board.

## 2. PREPARATION AND PROCEDURE FOR PURCHASE ORDERS, QUOTATIONS & BIDS

### 2.1 Purchase Orders

All purchases made under Appendix A require Purchase Orders which are electronic forms in the finance software. Purchase Orders are completed by the Department Head or designee before placing an order. Department Head approval is required of all Purchase Orders prior to placing the order. All information on the Purchase Order shall be detailed and correct to avoid any misunderstandings.

### 2.2 Purchase Requiring Quotations

- a. The Department Head, per Appendix A, shall contact as many vendors as necessary in order to obtain at least three (3) written or verbal quotations for each different item being purchased. An "Inquiry (Requests) for Quotation" form (see Appendix A) may be used to obtain these written quotations. In the event that three quotations are not available, evidence of the attempt should be kept on file. If a state contract price or cooperative purchasing is available, no other quotations will be required.
- b. The Department Head will prepare the "Quantity" and "Description" columns and other applicable spaces on this form and send it out to the vendor who will prepare the rest and return it to the department.
- c. The Department Head shall select the appropriate vendor. If the lowest quotation is not recommended, prepare full documentation explaining the reason you selected a different vendor.

### 2.3 Sealed Bid and RFP

- a. The Department Head, per Appendix A, shall put out to bid or RFP all items over their appropriate level. The Department Head shall prepare specifications for bid or RFP items and shall obtain technical assistance, as needed interpreting certain specifications. If a state contract or cooperative purchasing is used, no sealed bid or RFP will be required.
- b. The Select Board must approve all bid specifications.
- c. After approval of the bid specifications by the Select Board, the Department Head shall invite all bids or RFPs through placement on the town's web site and advertisement in at least one newspaper of general circulation in the municipality, such publication to be at least two weeks before the time of the bid or RFP opening. A typical bid or RFP invitation is shown below, details on next page:

#### **PUBLIC NOTICE**

The Town of Goffstown, NH invites bids (*or RFP*) for the supply of (*name of bid or RFP item*). Bid (*or RFP*) specifications are available from Town Hall Administrative Office, 16 Main Street, Goffstown, NH 03045 Tel. (603) 497-8990 x100. Sealed bids or RFPs will be received until (*time*) (*mo/day/year*) at which time bids or RFPs will be opened and publicly read. The Town reserves the right to reject and/or waive any bids or RFPs if deemed in the best interest of the Town.

- a. All bids or RFPs shall be opened and read in public at the date and time specified in the public notice. Bids or RFPs meeting the specifications shall be reviewed by the Select Board in consultation with the Department Head. The Department Head shall then make a bid award recommendation to the Select Board.
- b. At the direction of the Selectmen, the Department Head shall prepare a Notice of Award to be attached to the purchase order or contract.

#### **2.4 Change Orders**

When a change of any kind occurs on the original purchase order, a new purchase order with the updated information must be submitted by the Department Head, modifying the original purchase order.

### **3. EMERGENCY PURCHASES**

#### **3.1 General**

Although the occasion for emergency purchases will arise, this practice should be kept to a minimum by anticipating the department's needs well in advance and using the regular purchasing guidelines. The competitive procurement provisions can only be waived by the Select Board or their designee for a purchase over the Sealed Bid/ or RFP limits when there exists a special emergency involving the health or safety of the people or their property. When an emergency purchase is made, the Department Head doing so will attempt to make the purchase at the most competitive price. An emergency purchase may be made by the Department only when the normal operation of the department is in jeopardy. An emergency generally related to needed repairs to equipment or facilities which must be kept operating to protect the health and/or safety of persons, or property.

#### **3.2 Emergency Purchase Procedure**

If the need for any emergency purchase arises, the following procedure should be followed:

- a. The Department Head should prepare a purchase order and give a clear explanation of the nature of the emergency in the "remarks" section. The purchase order should then be marked "Emergency". Every effort shall be made to inform the Select Board of the need for the purchase and obtain competitive quotes, if possible.
- b. This purchase order should be promptly forwarded to the Finance Office, regardless of dollar value. In the event that the emergency should occur when the Finance Office is closed, the purchase may be made and the emergency purchase order submitted to the Finance Office as soon thereafter as possible.

Where the purchase price exceeds the unencumbered balance in the department's budget account, the department shall immediately notify the Select Board of the need. No purchase shall be completed prior to such notification and approval by the Select Board or their designee.

### **4. REQUEST FOR PROPOSALS**

The Department Head may issue a request for proposals if it is determined that the selection of the most advantageous offer requires consideration of factors in addition to price, and specifies the reasons for such determination. Generally, professional services fall into the

category of a request for proposals. These services include architectural and engineering, auditing, banking and other similar professional categories. These proposals can be solicited in several ways.

#### **4.1 Competitive**

A competitive process may be used to solicit proposals, substantially along the lines described in Section 5 of this manual. Preparation of proposal specifications which outlines the scope of services to be performed, evaluation criteria to be used in judging proposals, minimum qualifications of professional experience, and other standards, including price, can all be incorporated into the Request for Proposals.

#### **4.2 Selective**

Selected vendors may be invited to submit statements of qualifications about the extent and comparable nature of experience for certain work of a professional nature. The community may wish to use a selection committee to review the credentials of suppliers of the professional service. Preferably, a list of three possible vendors should be invited to propose for services. In the event that there is no definitive scope of services, the vendor may be selected on qualifications, prior to a negotiation of price for services. A priority ranking of three vendors may be designated. If price negotiations are not successful with the first vendor of choice by the community, then negotiations can be pursued with the next vendor of services. Avoid cost-plus, or percent of cost contracts.

#### **4.3 Sole Source**

Sole source of supply, service or item may be warranted in certain limited circumstances. Such procurement by sole source should only be authorized by the Department Head or by the Select Board, and should be based on the needs of the community, not as a means of avoiding competitive proposals or bids. The reasons for such sole source activity should be well documented.

#### **4.4 Grant Programs**

Special note should be taken that federal or other grant programs may require special conditions, which are more stringent than local procedures.

### **5. BID GUIDELINES**

The purchase of materials, goods and supplies and all construction work costing in excess of a threshold amount (Appendix A) must be made through a competitive bid process. The municipality's bidding procedure should be consistent and thorough. The following guidelines will assist in this effort. Again, it is emphasized that federal or other grant conditions may require more stringent or alternative restrictions.

#### **5.1 Bid Advertisements and Invitations to Bid**

When preparing bid advertisements and invitations to bid, be sure to consider the following:

- a. Combine bids into single advertisements as much as possible, as an economy measure.
- b. Use the same publication sources for each bid process with additional newspapers or trade journals, as necessary.
- c. Send specifications to a reasonable number of known qualified suppliers.

- d. Develop a bidders' file containing the names of vendors with proven products and services.
- e. Conduct bid openings in a consistent fashion, i.e. day of the week, hour and location.

## **5.2 Instructions to Bidders**

When developing bidders' instructions, be sure to:

- a. Insist that all bidders identify the product or service on which they are bidding on all envelopes (e.g. "*Bid for Police Cruiser*").
- b. Where justified, ask that samples be submitted with the bid. Be sure to return all samples when the final award is made. Samples should be offered without charge to the municipality.
- c. Always include the Employer I.D. Number, or Tax Exemption Number of the municipality, on the bid.

## **5.3 General Conditions Pertinent to the Bid**

The following general conditions should be considered in any invitation to bid:

- a. Reserve the right to indicate whether equivalents (i.e. items of comparable quality) will be considered and under what conditions. Require documentation for all substitutions.
- b. Specify the terms of the contract, i.e. effective dates, extensions of contract.
- c. At certain times a bidder may be required to provide bonding.
- d. Outline how you want the purchase serviced or commodity to be delivered. If applicable, specify who pays for the freight, how damaged goods will be returned, what guarantees exist on the product or work to be performed.
- e. All shipments should be F.O.B. (Free on Board) the municipal destination. Any other F.O.B. terms should be considered exceptions in making the award.

## **5.4 Special Bid Conditions**

If warranted, the following special bid conditions should be included:

- a. Always require a bid and/or performance bond when the project warrants. (RSA 447:16 also requires a payment bond for construction contracts greater than \$125,000 value to ensure payments to contractors and subcontractors.) A performance bond is an amount of money, or insurance bond, provided to the municipality by the bidder, to ensure that a specified service or item is provided in accordance with contract provisions. Although the cost of the bond will be included in the price, it is often the best assurance that the contractor will perform. This is especially important in annual contracts and purchases of major significance.
- b. Always reserve the right to reject all bids, renegotiate any contract and waive any informalities, which do not compromise the actual bid.
- c. If the project to be bid warrants it, hold a bidders' meeting to acquaint the bidders with any special conditions that may affect their bids.

## **5.5 Specifications**

When specifying the goods or services, which will be procured, make sure to:

- a. Clearly define the minimum quality requirements. The bid specifications should be specific enough to ensure the desired level of quality, but also flexible enough to elicit multiple bids.

- b. Consider performance specifications, which allow the bidders' relative freedom in terms of design while ensuring the desired results.
- c. Avoid using brand names, except in special circumstances (e.g. treatment plant pumps).

### 5.6 Quantities and Price

When specifying quantities and price, be sure to:

- a. Require unit prices extended to total prices including discounts where applicable.
- b. Require that bidders detail reasons for price adjustments in annual contracts.

#### NOTE

**Bidding does not guarantee competitive prices unless the specifications are clear and comprehensive. Too often cities and towns rely upon prospective bidders or advertisement and technical data on single items to prepare specifications.**

When local expertise is lacking, it is best to obtain assistance in preparing specifications. This is especially true in buying specialized equipment that carries high price tags. It is less expensive to get professional assistance than to pay top dollar for items that do not perform up to expectations.

## 6. PREPARATION OF THE INVITATION TO BID

Using the above guidelines, the municipality shall use the following procedure for all bid invitations. The Department Head shall prepare an invitation to bid specifying:

- Time and date for receipt of bids, the address to which bids are to be delivered and the date by which the municipality may select a bid and contract with a vendor.
- Supplies or services being purchased.

#### NOTE

**Specifications should always be written to encourage the maximum possible competition. In most cases, specifications should be written to describe the requirements to be met without having the effect of requiring a proprietary supply or service, or procurement from a sole source. However, a specification may include proprietary descriptions if the Department Head determines that no other manner of description suffices and explains the basis for that determination in writing. If a proprietary description is used, the specification should state that any equivalent product or service meeting the minimum needs of the municipality may be bid and that it is the responsibility of the offeror to demonstrate equivalency of any alternate.**

- All evaluation criteria, standards and performance measures by which the Department Head will determine acceptability as to quality, workmanship, results of inspections and tests, suitability for a particular purpose and any other measures of acceptability.
- All contractual terms and conditions applicable to the procurement.
- That each bidder shall certify on the bid as follows:

**The undersigned certifies under penalties of perjury that this bid is in all respects bonafide, fair and made without collusion or fraud with any other person. As used in this section the word “person” means any natural person, joint venture, partnership, corporation or other business or legal entity.**

\_\_\_\_\_  
**(Name of person signing bid)**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Company)**

The Invitation to Bid may incorporate documents by reference, provided that it specifies where prospective vendors may obtain the documents. If the proposed contract period exceeds one year, the Invitation to Bid shall state:

- The amount of supplies or services required for the proposed contract period and whether such amount is the actual amount required, or an estimate.
- That the Department Head shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year.
- That the bidder shall give a unit price for each supply or service.
- Whether a unit price must be quoted for the duration of contract, must be quoted for each fiscal year of the contract, or must be quoted for the first fiscal year and will be adjusted thereafter and what method of adjustment will be used, if any.
- How the award will be determined including how prices will be compared if contractors submit prices for each fiscal year of the contract.
- Specific insurance and bonding requirements. Vendors are required to show proof of liability insurance in the amount of \$1,000,000 with the town named as an additional insured, and workers compensation insurance or in the case of a sole proprietor an Independent Contractor Work Agreement (see Appendix B)

If the proposed contract is to contain an option for renewal or extension, the Invitation to Bid shall contain a notice of provision.

### **6.1 Public Notice**

The Department Head shall make copies of the Invitation to Bid available on an equal basis. The Department Head shall also give public notice of the Invitation to Bid for a reasonable time prior to the date for the opening of bids. The notice shall:

- a. Indicate where and when an Invitation to Bid may be obtained, where and by what date bids must be submitted, and where and when bids will be opened.
- b. Describe the product or service desired.
- c. Reserve the municipality’s right to reject any bids.
- d. Remain posted for at least two weeks in a conspicuous place on or near the purchasing department’s office until the time specified in the Invitation to Bid, or receipt of bids.
- e. Be published at least once, not less than one week prior to the time specified in the Invitation to Bid for receipt of bids, on the town’s web site and in a newspaper of general circulation within the local region/area.

## **6.2 Acceptance of Bids**

The Department Head shall accept bids submitted up to the time specified for receipt of bids in the Invitation to Bid. All late bids shall remain unopened and shall be rejected unless it is determined by the Select Board or designee that a late bid submission was due to extenuating circumstances at which time the Board or designee may choose to accept the late bid submission. A bidder may correct, modify or withdraw a bid by written notice received in the office designated in the Invitation to Bid before the time and date set for the bid opening.

## **6.3 Public Bid Opening**

The Select Board or designee shall open all bids publicly, at the time and place designated in the Invitation to Bid, in the following way:

- a. In the presence of at least one witness the Select Board/designee and witness(es) shall sign a statement,
- b. List the names of all bidders and the amounts of their bids;
- c. Close the public bid opening and declare that the list is complete and accurate;
- d. Forward bid documents to respective Department Heads for review for specification compliance and recommendation of bid award to Select Board.

## **6.4 Bid Corrections**

After bid opening, a bidder may not change the price or any other bid provision in a manner prejudicial to the interests of the municipality or fair competition. The department head may waive informalities, or allow the bidder to correct them. If a clerical or administrative mistake is made, and the intended bid is clearly evident on the face of the bid document, the Department Head may correct the mistake to reflect the intended correct bid and notify the bidder in writing of the correction. For example, if a bid proposes a unit price, but the extension of such price contains an arithmetic error and the intent of the bid is clear, such an informality may be waived. A bidder may not withdraw a bid unless a mistake is clearly evident on the face of the bid document and the intended correct bid is not similarly evident.

## **6.5 Evaluation of Bids**

The Department Head shall evaluate and compare bids solely with respect to requirements and criteria set forth in the Invitation to Bid.

## **6.6 State Contracts**

The Department Head may compare prices and terms contained in submitted bids with those available through State and cooperative purchasing contracts. . State of NH contracts are available through the Department of Administration Services at:

<https://das.nh.gov/purchasing>

If a state contract or cooperative purchasing is used, the bidding process can be dropped for this purchase.

## **6.7 Contract Award**

The Department Head shall recommend to the Select Board the award of the contract to the lowest responsible and responsive bidder or State contract vendor which best meets the needs of the community. The Select Board reserves the right to accept or reject any and/or all bids and to waive any specification and/or informality that they deem in the best interest of the Town. The contract shall be awarded by written notice

to the selected vendor by the date specified in the Invitation to Bid for bid selection and contract award, by a later mutually agreed-upon date by the Department Head and the vendor, or by statute where applicable.

**7. DISPOSAL OF SURPLUS PROPERTY (ADOPTED 2/14/2000)**

The Finance Director shall be empowered to take the following measures concerning items deemed obsolete or excess property (excluding real estate and vehicles) by the Department Heads:

- a. Transfer property from one department to another.
- b. Include surplus equipment as trades on replacement equipment.
- c. Sell property by public auction or sealed bid. Said auction or sealed bid to be advertised seven days in advance or posted online for at least 7 days of bidding.
- d. Sell for salvage or dispose of in an appropriate manner, any items that are unsaleable or unwanted.
- e. The Select Board may waive the requirements of this policy if Town interests are better served through other negotiations or processes.

The Finance Director will be responsible for tracking the disposal of surplus property.

## **APPENDIX A**

### **PURCHASE ORDERS REQUIRED**

<b>Written/Verbal Quotes</b> All quotes shall be documented by date, vendor and dollar amounts and attached to purchase order.	<b>Minimum</b> \$ 5,000	<b>Maximum</b> \$24,999
<b>Sealed Bids/RFPs</b>	<b>Minimum</b> \$25,000	<b>Maximum</b> and up

### **VERBAL QUOTATION GUIDELINES**

A minimum of 3 vendors shall be contacted for quotation. Verbal quotations shall include the following information:

- Name of the vendor AND the vendor representative that provided the quote.
- Date the vendor was contacted.
- The quoted amount.
- Description of any variances or substitutions provided as part of the quote.
- Name of the Goffstown staff member who obtained the quote.

Note: If the vendor declined to quote, the above information should be provided as evidence the attempt was made and will be kept on file with the PO.

## Appendix B

### INDEPENDENT CONTRACTOR (NON-EMPLOYEE) WORK AGREEMENT

**FOR SERVICES BETWEEN:**

Town of Goffstown: \_\_\_\_\_

Address: \_\_\_\_\_

*and*

Independent Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Work to be performed "Service": \_\_\_\_\_

I, the undersigned sole proprietor or partner/owner of an unincorporated business named above, agree that I am an Independent Contractor as outlined in the **NH Department of Labor (DOL) Criteria to Establish an Employee or Independent Contractor (revision 02/01/18)** with respect to the Services to be performed and all such Services I provide shall be performed in accordance with each of the criteria outlined below. I further agree not to enter into any agreements and/or contracts with any other contractors, sub-contractors, individuals or entities to assist with any of the Services for this project without the prior, written consent of the **Town of Goffstown**.

#### Criteria to Establish an Employee or Independent Contractor

- a) The person possesses or has applied for a federal employer identification number or social security number, or in the alternative, has agreed in writing to carry out the responsibilities imposed on employers under this chapter.
- b) The person has control and discretion over the means and manner of performance of the work, in that the result of the work, rather than the means or manner by which the work is performed, is the primary element bargained for by the employer.
- c) The person has control over the time when the work is performed, and the time of performance is not dictated by the employer. However, this shall not prohibit the employer from reaching an agreement with the person as to completion schedule, range of work hours, and maximum number of work hours to be provided by the person, and in the case of entertainment, the time such entertainment is to be presented.
- d) The person hires and pays the person's assistants, if any, and to the extent such assistants are employees, supervises the details of the assistants' work.
- e) The person holds himself or herself out to be in business for himself or herself or is registered with the state as a business and the person has continuing or recurring business liabilities or obligations.
- f) The person is responsible for satisfactory completion of work and may be held contractually responsible for failure to complete the work.
- g) The person is not required to work exclusively for the employer.

I hereby certify that I am aware of my right to purchase Workers' Compensation insurance.

- I, the undersigned, hereby attest that I have procured workers' compensation insurance from:

Carrier: \_\_\_\_\_ Effective dates: \_\_\_\_\_ to \_\_\_\_\_

Limits of liability: \_\_\_\_\_

**and I am attaching a valid Certificate of Insurance from my workers' compensation insurance carrier.**

- I have elected not to purchase workers' compensation insurance.

In the event that I get hurt or injured on the job, I agree that I will not file any claim for Workers' Compensation benefits pursuant to RSA 281:A against the **Town of Goffstown** or any of its public officials, employees, or assigns. I understand that any loss of wages and medical expenses that may be incurred as a direct or indirect result of an accident while on the job or while contracting for the **Town of Goffstown** are my sole responsibility.

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Signature: \_\_\_\_\_

## **Appendix C**

### **APPLICABLE STATE STATUTES**

(ALWAYS REFERENCE STATE STATUTES ONLINE FOR MOST CURRENT VERSION)

#### **21-I:17 Additional Purchasing Authority. –**

I. The director of procurement and support services may purchase supplies or services for the legislative or judicial branches whenever the governing body thereof so desires and the director deems that such purchases can be made advantageously. In addition, the director may include terms in his or her contracts that require a vendor to make supplies and services available to the legislative or judicial branches, and any county, city, town, school district, special district or precinct, or any other governmental subdivision, or any nonprofit agency certified under the provisions of section 501(c) of the federal Internal Revenue Code, on terms that are the same as or similar to those offered to the executive branch of the state; however, any such procurement of supplies or services by the legislative or judicial branches, any county, city, town, school district, special district or precinct, or any other governmental subdivision, or any nonprofit agency certified under the provisions of section 501(c) of the federal Internal Revenue Code shall be made independently and distinctly from the director's purchases under this chapter, and the director shall not be required to enter into any contractual or other arrangements or assume any responsibility or liability with respect to any such procurement of supplies or services by the legislative or judicial branches, any county, city, town, school district, special district or precinct, or any other governmental subdivision, or any nonprofit agency certified under the provisions of section 501(c) of the federal Internal Revenue Code.

I-a. In the case of contracts entered into by the director of procurement and support services for credit card services intended to facilitate state procurement, the director may, if he or she believes that to do so would be advantageous to the state:

(a) Include terms in such contracts that require a card issuer to make such services available to the legislative or judicial branches, or to any city, town or other non-state entity which is an employer as defined by RSA 100-A:1, IV, on terms that are the same as or similar to those offered to the executive branch of the state; provided, however, that such use or continued use shall be subject to the approval of the division of procurement and support services. Any procurement of supplies or services by the legislative or judicial branches, or by any city, town, or other non-state entity using cards secured under this subparagraph shall be made independently and distinctly from the director's purchases under this chapter. Any charges, fees, or other costs associated with the use of such cards shall be the responsibility of the entity which incurred them and the state shall assume no responsibility for the use of cards by entities other than the state. The director shall not be required to enter into any contractual or other arrangement for the use of cards by the legislative or judicial branches, or any city, town, or other non-state entity which is an employer as defined by RSA 100-A:1, IV, or to assume any responsibility or liability with respect to the use of such cards or with respect to any procurements of supplies or services made by those entities using such cards.

(b) Enter into contracts which, in addition to allowing for use of credit card services by the executive branch, also allow for use by the legislative or judicial branches in order to pay for their purchases in a manner similar to executive branch agencies. If the legislative or judicial

branches elect to make such direct use of contracts secured by the division of procurement and support services under this subparagraph, they shall do so according to procedures established by the department of administrative services, in RSA 21-I:17-d, II and III. The use or continued use of such contracts by the legislative or judicial branch shall be subject to the approval of the division of procurement and support services. The director shall not be required to enter into any contractual or other arrangements for the use of credit card services by the legislative or judicial branches, and may also, or in the alternative, include terms in his or her contracts which allow for participation by those branches on the terms set forth in subparagraph (a).

II. [Repealed.]

III. The state through the director of procurement and support services or any other appropriate purchasing authority may purchase pharmaceuticals and allied products and services for any receiving facility as defined in RSA 135-C or any nonprofit hospital, whenever the governing body thereof so desires and the director or other authority deems that he or she can make such purchases advantageously. Any savings realized from the state's purchase of pharmaceuticals and allied products and services for a receiving facility or nonprofit hospital shall be allocated to the receiving facility or nonprofit hospital. No liability shall accrue to the state or the state purchasing authority for any loss, damage, death, or injury resulting from the use of any pharmaceuticals or allied products or services purchased by the state for any nonprofit hospital.

**Source.** 1985, 399:1. 1988, 269:7. 2004, 260:1. 2010, 209:1, 4, eff. Aug. 27, 2010. 2014, 327:16, eff. Aug. 2, 2014. 2015, 253:2, eff. Sept. 11, 2015.

**31:39 Purpose and Penalties. –**

I. Towns may make bylaws for:

- (a) The care, protection, preservation and use of the public cemeteries, parks, commons, libraries and other public institutions of the town;
- (b) The prevention of the going at large of horses and other domestic animals in any public place in the town;
- (c) The observance of Memorial Day, whereby interference with and disturbance of the exercises for such observance, by processions, sports, games or other holiday exercises, may be prohibited;
- (d) Regulation of the use of mufflers upon boats and vessels propelled by gasoline, oil or naphtha and operating upon the waters within the town limits;
- (e) The kindling, guarding and safekeeping of fires, and for removing all combustible materials from any building or place, as the safety of property in the town may require;
- (f) The collection, removal and destruction of garbage, snow and other waste materials;
- (g) Regulating the operation of vehicles, except railroads as common carriers, upon their streets;
- (h) Regulating the conduct of public dances;
- (i) Regulating the conduct of roller skating rinks;
- (j) Regulating the sanitary conditions of restaurants within town limits in accordance with the provisions of RSA 147:1;
- (k) Issuing a license for the operation of a restaurant and other food serving establishments within the town limits and charging a reasonable fee for same;
- (l) Making and ordering their prudential affairs;
- (m) Issuing permits for tattooing facilities and charging a fee for the permit; and

(n) Regulating noise.

(o) Requiring the reporting of contributions to, and expenditures by, any candidate or political committee made for the purpose of influencing the election of any candidate for local elective office, or any person or committee for the purpose of influencing the vote on any local ballot or referendum question.

(p) Regulating the retail display and accessibility of martial arts weapons including throwing stars, throwing darts, nunchaku, blow guns, or any other objects designed for use in the martial arts that are capable of being used as lethal or dangerous weapons.

II. Towns may appoint all such officers as may be necessary to carry the bylaws into effect.

III. Towns may enforce the observance of the bylaws by suitable penalties not exceeding \$1,000 for each offense to enure to such uses as the town may direct.

**Source.** RS 31:6, 7. 1845, 242:1. CS 32:6, 7, 8. GS 34:5, 6, 7; 45:5. GL 37:5, 6, 7; 49:6. PS 40:7, 8. 1901, 5:1. 1909, 94:1. 1919, 86:3. 1925, 140:1. PL 42:30. 1937, 84:1. RL 51:32. 1949, 133:4. RSA 31:39. 1969, 68:1. 1971, 93:1; 512:8. 1981, 211:1. 1983, 166:1. 1985, 71:1. 1993, 306:1, eff. Aug. 22, 1993. 2007, 43:1, eff. July 20, 2007. 2010, 263:1, eff. July 6, 2010.

**31:59 Administration.** – When such provisions have been adopted the city councils of the city or the selectmen of the town shall thereafter, under such regulations and restrictions and subject to such provisions as they may by vote or ordinance prescribe, grant pensions as herein authorized.

**Source.** 1907, 85:4. PL 42:47. RL 51:49.

**31:59-a Authority Granted.** – Any town at an annual meeting, under an article in the warrant for said meeting, may vote to establish a central purchasing department for said town.

**Source.** 1959, 111:1, eff. July 19, 1959.

**31:59-b Purchasing Agent.** – If the town shall vote to establish such a department the selectmen shall appoint a purchasing agent for said town. Said agent shall be a resident of the town at the time of his appointment. He shall purchase all supplies for any agency of said town and may establish rules and regulations for competitive bidding for said purchases.

**Source.** 1959, 111:1, eff. July 19, 1959.

**31:59-c Definitions.** – As used in this subdivision the following terms shall be construed as follows:

- I. “Supplies” shall mean and include all materials, equipment, printing, furniture, furnishings of every name and nature.
- II. “Purchase” shall mean and include all contracts for the purchase of supplies, as well as the act of purchasing.

**Source.** 1959, 111:1, eff. July 19, 1959.

**31:59-d Application of Subdivision.** – In any town which has voted to establish a purchasing department as provided in this subdivision the authority of any official or board to make purchases shall be suspended during the time said provisions are in effect. Nothing in this subdivision shall be construed as affecting in any way a school district, or the purchase of supplies therefor, located in a town, which has voted to establish a purchasing department for the town.

**Source.** 1959, 111:1, eff. July 19, 1959

**95:1 Public Officials Barred From Certain Private Dealings.** – No person holding a public office, as such, in state or any political subdivision governmental service shall, by contract or otherwise, except by open competitive bidding, buy real estate, sell or buy goods, commodities, or other personal property of a value in excess of \$200 at any one sale to or from the state or political subdivision under which he holds his public office.

**Source.** 1941, 85:1. RL 43:1. RSA 95:1. 1969, 310:1. 1975, 71:1, eff. June 6, 1975.

**95:1-a Public Officials Barred From Insurance Dealings.** – With respect to any public works or construction contracts of any type that are paid for by public funds of the state or by any of its political subdivisions, or of any public authority, it is unlawful for any officer or employee of the state, or of any of its political subdivisions, or of any public authority, either directly or indirectly to require the builder or the bidder to make application to or to get any surety bond or contract of insurance specified in the building or construction contract from a particular surety or insurance company, agent, or broker. It is unlawful for any officer or employee of the state, of any of its political subdivisions, or of any public authority, or for any person who purports to act for such an officer or employee to negotiate, make application for, or to get any such a surety bond or contract of insurance which can be obtained by the builder, bidder, contractor, or subcontractor on the building or construction contract. This section does not prevent any such an officer or employee of the state from exercising the state's right to approve the form, sufficiency, or manner of execution of the surety bonds or contracts of insurance furnished by the surety or insurance company selected by the bidder to underwrite surety bonds or insurance contracts.

**Source.** 1967, 297:1, eff. Aug. 29, 1967.

**95:2 Penalty.** – Anyone violating the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction there shall automatically be a vacancy in the office held by the person convicted which shall be filled as otherwise provided by law.

**Source.** 1941, 85:2. RL 43:2. RSA 95:2. 1967, 297:2. 1973, 529:15, eff. Oct. 31, 1973 at 11:59 p.m.

**447:16 Bond Required.** –

Officers, public boards, agents or other persons who contract in behalf of the state or any political subdivision thereof for the construction, repair or rebuilding of public buildings, public highways, bridges or other public works shall if said contract involves an expenditure of \$75,000 in behalf of the state or \$125,000 in behalf of a political subdivision, and may if it involves an expenditure of less amount, obtain as a condition precedent to the execution of the contract, sufficient security, by bond or otherwise, in an amount equal to at least 100 percent of the contract price, or of the estimated cost of the work if no aggregate price is agreed upon, conditioned upon the payment by the contractors and subcontractors for all labor performed or furnished, for all equipment hired, including trucks, for all material used and for fuels, lubricants, power, tools, hardware and supplies purchased by said principal and used in carrying out said contract, and for labor and parts furnished upon the order of said contractor for the repair of equipment used in carrying out said contract.

**Source.** 1927, 88:2. RL 264:26. 1943, 182:1, par. 26. 1949, 71:1. 1953, 253:3. RSA 447:16. 1979, 28:1. 1981, 4:5, eff. Mar. 6, 1981. 2009, 8:1, eff. June 16, 2009. 2017, 242:1, eff. Sept. 16, 2017.