

PROTOCOL FOR PROCUREMENT OF CAPITAL CAMPAIGN GOODS OR SERVICES

This Protocol is adopted by the Vestry of St. Luke's Episcopal Church on March 15, 2016 and amended November 15, 2016, is effective immediately upon adoption and subsequent amendment, and shall remain binding and in full force and effect unless and until rescinded, modified or replaced by future action of the Vestry.

1. *Definitions.*

- "Minor purchase" – shall mean the purchase of goods or services that, in the aggregate, does not exceed \$100.
- "Intermediate purchase" – shall mean the purchase of goods or services that, in the aggregate, does not exceed \$5000.
- "Major purchase" – shall mean the purchase of goods or services that, in the aggregate, exceeds \$5000.
- Capital Campaign Steering Committee – shall mean the committee constituted to contract for the procurement of goods or services in furtherance of the Capital Campaign, including issuing requests for proposals (RFPs), reviewing responses thereto and accepting any proposals.
- Vendor – any person or entity that provides goods or services subject to this Protocol.

2. *Capital Campaign Steering Committee.* The Capital Campaign Steering Committee (hereafter, the Committee) shall consist of no less than eight persons, including the following: the Rector (unless there is no Rector); the Senior Warden; one or more other members of the Vestry as the Vestry from time to time may designate; the Chairperson(s) of the Committee; the Capital Campaign Treasurer; and three or more members of the Parish with architectural, construction, commercial or residential renovation or similar expertise. Where this Protocol requires action by the Committee Chairperson and there are co-chairpersons of the Committee, the action of either co-chairperson shall be sufficient and effective.

3. *Subject Purchases.* Minor purchases are not subject to this Protocol. Intermediate purchases are subject to paragraph 4, 13 and 14 of this Protocol and further to paragraphs 5-12 if so designated by the Committee. Major purchases are subject to paragraphs 5-14 of this Protocol.

4. *Intermediate Purchases.* The Committee shall designate whether any intermediate purchases are subject to an open solicitation process in the same manner as major purchases. Except as so designated, for goods or services generally available at retail a Warden or the Committee Chairperson may authorize such purchases; for all other intermediate purchases the Committee Chairperson and a Warden acting jointly may authorize such purchases.

5. *Major Purchases.* Goods and services to be procured in furtherance of the Capital Campaign may not be allocated, apportioned or otherwise segregated by any artifice or device for the purpose of avoiding the open solicitation process. *Provided, however,* the Committee may let work in discrete phases consistent with sound architectural and construction practices.
6. *Open Solicitation Process.* Major purchases are subject to an open solicitation process initiated by the issuance of a Request for Proposal (RFP). The Committee shall identify multiple potential vendors to which an RFP shall be issued. All RFPs shall be made publicly available on the Parish's website or otherwise in the best judgment of the Committee in order to invite responses from potential vendors not identified by the Committee. The Committee shall ensure that sufficient time is allotted for potential vendors to respond to an RFP, but not less than 30 days from issuance and public posting of the RFP. The Committee may reduce the time to respond in extraordinary circumstances but only with the concurrence of the Senior Warden and Capital Campaign Treasurer, and in no circumstances may the time to respond be less than 15 days. The Committee may extend the time to respond in its discretion.
7. *RFP Content.* RFPs shall contain and require an affirmative response to the following:
 - (a) An overall statement of the objectives of the Capital Campaign consistent with the Focus Group presentation "Breaking Down Barriers";
 - (b) A Statement of Work (SOW) that shall, at a minimum, set forth:
 - i. A complete and detailed description of the goods and services to be furnished (i.e., the deliverables);
 - ii. Pricing for each discrete portion of the good and services to be furnished, and a schedule of payments if applicable (e.g., progress payments);
 - iii. Expected timeline
 - (c) Contract terms and conditions required by the Parish, which shall be adopted by the Committee, including process for change orders;
 - (d) Certification of the vendor's lawful authority to provide the requested goods and services (e.g., contractors, plumbers, electricians and other vendors subject to licensing by the State of New Jersey must provide proper evidence of their licenses);
 - (e) Evidence that the vendor has the management expertise and financial, human and physical resources to fulfill all aspects of the SOW;
 - (f) Evidence of the vendor's satisfactory performance and integrity on other similar contracts in fulfilling expectations, meeting deliverable and timely performance; such evidence may be by client references;
 - (g) Such other and additional information that the Committee deems relevant.
8. *Post-RFP Issuance Information.* The Committee may provide additional information to potential vendors after issuance of an RFP, including through a pre-proposal conference or otherwise, but shall ensure that the same information is made available in a timely fashion to all potential vendors.

9. *RFP Modification or Withdrawal.* The issuance of an RFP and/or receipt of responses thereto does not establish any obligation to proceed with the work contemplated by the RFP or to approve any proposal received. The Committee may in its sole discretion modify or withdraw, in whole or in part, any RFP whether before or after responses are received. In the event of a material modification of an RFP, the Committee shall re-initiate the open solicitation process under paragraph 6 or sufficiently extend the time to respond and allow potential vendors to modify or resubmit their proposals.
10. *RFP Evaluation.* After expiration of the time to respond and if less than three valid proposals are received, the Committee shall re-initiate the open solicitation process or modify or withdraw the RFP in accordance with paragraph 9. After expiration of the time to respond and if three or more valid proposals are received, the Committee shall meet in person, by teleconference or electronically to evaluate the RFP responses. The Committee shall score the responses evaluating, at a minimum, the following factors:
 - (a) Conformance of the proposal to the goods and services requested in the RFP;
 - (b) Price, including timing/scheduling of payments;
 - (c) Timing for the delivery of goods and services;
 - (d) Process and pricing for change orders;
 - (e) Expertise, reputation and quality of prior work of the vendor;
 - (f) Such other and further factors as the Committee deems relevant.
11. *Proposal Approval, Notification, Challenge.* Upon approval of a proposal by the Committee, the Committee shall forward this recommendation to the Vestry. The Vestry shall then either accept or reject this recommendation, whether at a regular or special meeting of the Vestry, teleconference, or by electronic voting between meetings, with an affirmative vote requiring a majority of a quorum of the Vestry and not unanimous consent. Upon acceptance of the recommendation by the Vestry, notification shall be made to the winning vendor, all other vendors which submitted proposals and made publicly available on the Parish's website or otherwise in the best judgment of the Committee.
12. *Contract Award; Post Award Changes.* Upon approval of a proposal in accordance with paragraph 11, a Warden and the Committee Chairperson acting jointly are authorized to enter into a contract with the vendor for the provision of goods and services as set forth in the RFP and approved proposal. The Committee is authorized to make post-award changes that do not exceed 10% of the contract price or \$5,000, whichever is greater. Post-award changes that exceed this threshold require approval of the Vestry.
13. *Contract Payments.* Authorization for payment of intermediate purchases shall be in accordance with paragraph 4 of this Protocol. Authorization for payment of major purchases, including progress or partial payments, shall be by a Warden or the Committee Chairperson if such amount does not exceed \$5000, or by a Warden and the Committee Chairperson acting jointly if such amount exceeds \$5000. The Capital Campaign Treasurer is authorized to disburse

funds from the Capital Campaign Account in payment to each vendor whose goods or services are subject to this Protocol in accordance with this Protocol and the Protocol for Disbursement of Funds from the Capital Campaign Account.

14. *Limitation.* This Protocol is adopted solely for internal Parish purposes and grants no rights or remedies to any person or entity (including, but not limited to, any vendor or potential vendor) nor otherwise creates any third party beneficiaries. This Protocol may only be enforced by the Vestry.

ADOPTED – March 15, 2016; AMENDED – November 15, 2016

Senior Warden

Clerk of the Vestry