

# Town of Essex/Village of Essex Junction

## Purchasing Policy

EFFECTIVE DATE: 10/11/18

Town of Essex/Village of Essex Junction Purchasing Policy

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**PURCHASING POLICY  
TOWN OF ESSEX (TOWN)/VILLAGE OF ESSEX JUNCTION (VILLAGE)**

**Adopted \_\_\_\_\_ 2018**

**GENERAL**

**Purpose.** The purpose of this Purchasing Policy is to obtain the highest quality goods and services for the Town of Essex and the Village of Essex Junction at the lowest possible price, to exercise financial control over the purchasing process, to promote efficiency in the procurement process, to assure realization of the principles of competitive purchasing, to clearly define authority for the purchasing function, to allow equitable opportunity among qualified suppliers, and to provide for increased public confidence in the procedures followed in public purchasing.

**Affirmative Action and Local Preference.** Whenever possible, qualified small, minority and women-owned businesses shall be included in the solicitation lists for bids or non-bid purchases. If the purchase is federally funded in whole or in part, minority and women owned businesses must be included in the solicitation lists and all other affirmative action requirements outlined in the grant provisions must be followed. The Town/Village may exercise a preference for local businesses (located in the Town of Essex) for purchases funded exclusively by the Town or Village if the local manufacturer's or vendor's bid is within 5% of the lowest bid. For purchases funded in whole or in part with federal funding, the Town/Village may not exercise a preference for local businesses.

**Code of Conduct.** Employees, officers and agents of the Town or Village who are involved in the procurement and selection of bids and purchases shall make reasonable efforts to avoid real, apparent, or potential conflicts of interest. No employee, officer or agent of the Town/Village shall participate in selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or personal interest in the firm/vendor selected for award:

- the employee, officer or agent,
- any member of the employee's, officer's or agent's immediate family,
- the employee's, officer's, or agent's partner, or
- an organization which employs, or is about to employ, any of the forgoing.

An employee, officer or agent of the Town/Village who is involved in the procurement and selection of a bid or purchase and who has a real or apparent conflict of interest must disclose that conflict of interest, as appropriate for staff to the Unified Manager, or within the context of a duly-warned Town Selectboard/Village Board of Trustees meeting that occurs before the bid selection or purchase takes place. Such disclosure must be documented in the minutes for that meeting which shall be retained as part of the official record surrounding the bid or purchase.

Officers, employees and agents of the Town/Village will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. An exception is made for de minimis benefits less than \$50.00 in value. In the event of an anonymous

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gratuity provided to the officers, employees or agents of the Town, the anonymous gratuity shall be donated to a charitable organization.

Officers, employees and agents who fail to follow the above Code of Conduct may be sanctioned or disciplined, to the extent permitted by law, for violations of the above standards.

**Documentation.** Records documenting the procurement process for any Minor, Moderate or Large purchase, as those terms are defined in this policy, shall be included as part of the documentation accompanying the approved vendor invoice. (If there will be more than one invoice for the purchase, the documentation will accompany the initial invoice). These files will be maintained according to the Finance Department's Retention Schedule for Accounts Payable Invoices. Records documenting Major purchases, as defined in this policy, including the reason for the specific procurement method chosen, the basis for the award and contract pricing (showing evidence that the process was equitable), as well as any other significant decisions that were part of the procurement process shall be maintained for a period of at least three years from the date of submission to the Federal government of the final expenditure report, if the purchase or project was funded with federal grants, or until the completion of any litigation, claim, negotiation, audit, or other action involving the records, whichever is longer. Otherwise, records shall be maintained by the Town/Village in accordance with the retention and disposition schedules as set by the Vermont State Archivist. Bid Documents will be maintained in the Town and Village Central Files by the Assistant to the Manager.

### **Use of Public Money.**

1. Public money shall be spent for public purposes. This includes, but is not limited to, the purchase of municipal assets, purchase of professional services, making public property improvements, payroll for public officials, community and economic development activities, official municipal functions and business meetings, etc.
2. Any use of public money that has a direct private benefit, including a benefit to a non-profit organization, must have an overriding public benefit and be approved by the Unified Manager and Town Selectboard or Village Trustees or the electorate if determined by the Selectboard or Trustees to warrant electoral consideration.

## **GENERAL RESTRICTIONS AND GUIDELINES**

All purchases shall be made in accordance with the policies prescribed in this Purchasing Policy. Any agreement made contrary to these policies shall not be binding on the Town or Village.

### **General Provisions/Restrictions**

- Vermont sales tax is not to be charged on any purchase. The applicable tax-exempt numbers should be given to the vendor before the sale is completed.
- No personal purchases may be made using Town/Village funds or Town/Village charge/vendor accounts.
- Only Town/Village employees and approved volunteers, with Purchasing Agent's authorization, may purchase utilizing Town/Village funds or Town/Village charge/vendor accounts.
- Purchases must be charged to the proper general ledger account, regardless of budget availability in that particular line item.
- Alcohol may not be purchased with Town/Village funds, except in specific situations within the Police Department (liquor investigations, DUI training, undercover operations, etc.).
- No multi-year financing obligations (i.e. space rentals, copier leases, etc.) may be entered into without the review and concurrence of the Finance Director and the Unified Manager.

## **PURCHASING AUTHORITY AND THRESHOLDS POLICY**

### **Purchasing Authority.**

**Purchasing Agents.** The following employees are designated to act as Purchasing Agents for the Town and/or Village:

The Unified Manager, Deputy Town Manager, Assistant Village Manager/Finance Director, all Department Heads, all employees so designated by the Unified Manager or a Department Head. Purchasing Agents are responsible for ensuring that the best possible price and quality are obtained with each purchase and Purchasing Agents shall review all proposed procurements to avoid unnecessary or duplicative purchases of equipment, supplies and services and to ensure that no Vermont sales tax is paid. Purchasing Agents shall also ensure that competition is not restricted with limits on the geographic location of vendors, with unreasonable requirements or qualifications placed on vendors, or by allowing vendors to be selected who have engaged in noncompetitive pricing practices.

### **Purchasing Thresholds**

Definition of Term “amount of the budget” or “budget authorized”. Throughout the section on Purchasing Thresholds, the terms “amount of the budget”, or “budget authorized” are used to establish an upper limit of purchase authority. These terms refer to the following:

- 1) Within the General Fund of each municipality: The amount approved within the General Fund for each Department.
- 2) Within Enterprise (i.e. Utility or Recreation Department Program) Funds’ budgets of each municipality: The amount approved in the Enterprise Funds budgets by the Selectboard or Trustees.
- 3) Within the Capital Accounts: The amount available for a specific project or projects as defined within the approved Capital Plan for each community.

Further, it is noted that the Unified Manager has the authority to exceed these amounts up to the limits defined in the respective Town and Village Charters.

**Incidental Purchases.** Incidental Purchases are defined as purchases with a value up to \$500. Employees who have been designated to act as Purchasing Agents by their Department Head may make purchases of up to \$500 without prior approval, provided those purchases are limited to the amount of the budget authorized by the Town/Village.

**Routine Purchases.** Routine Purchases are defined as purchases with a value between \$500 and \$2,000. Employees who have been designated to act as Purchasing Agents by their Department Head may make Routine Purchases only with approval of the Department Head, provided those purchases are limited to the amount of the budget authorized by the Town/Village.

**Minor Purchases.** Minor Purchases are defined as purchases with a value between \$2,000 and \$5,000. Employees who have been designated to act as Purchasing Agents may make Minor Purchases with prior approval of the Department Head and are limited to the amount of the

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budget authorized by the Town/Village. Competitive quotes from at least three vendors shall be obtained either orally or in writing, unless the purchase is made in an emergency or unless three vendors that sell the good or service cannot be found.

**Moderate Purchases.** Moderate Purchases are defined as purchases with a value between \$5,000 and \$10,000. Department Heads may make Moderate Purchases limited to the amount of the budget authorized by the Town/Village. For all Moderate Purchases, price and rate quotations shall be obtained from at least three qualified vendors to ensure that the Town/Village has received a fair and reasonable price, unless the purchase is made in an emergency or unless three vendors that sell the good or service cannot be found. Vendors will be selected based on the same criteria as noted under the criteria for bid selection under the Competitive Bidding Policy.

**Large Purchases.** Large Purchases are defined as purchases with a value between \$10,000 and \$40,000. The Unified Manager may make Large Purchases, limited to the amount of the budget authorized by the Town/Village. The Unified Manager has the authority to delegate Large Purchases to department heads if such delegation is deemed necessary for the orderly conduct of business as determined by the Unified Manager. For all Large Purchases, price and rate quotations shall be obtained from at least three qualified vendors to ensure that the Town/Village has received a fair and reasonable price unless the purchase is made in an emergency or unless three vendors that sell the good or service cannot be reasonably found. Vendors will be selected based on the same criteria as noted under the criteria for bid selection under the Competitive Bidding Policy.

**Major Purchases.** Major Purchases are defined as purchases with a value over \$40,000. All Major Purchases shall require a formal (sealed) bid process, unless waived under this Policy by the Unified Manager due to time constraints (i.e. an emergency) or by the Town Selectboard/Village Trustees due to a lack of available suitable contractors to bid. The Unified Manager shall review all proposed procurements to avoid unnecessary or duplicative purchases of equipment, supplies and services. Contracts for Major Purchases shall be awarded by the Town Selectboard/Village Board of Trustees as appropriate. The Unified Manager shall also ensure that competition is not restricted with limits on the geographic location of vendors, with unreasonable requirements or qualifications placed on vendors or bidders, or by allowing vendors to be selected who have engaged in noncompetitive pricing practices.

If federal funding is used for purchases between \$3,000 (\$2,000 in the case of construction projects subject to Davis Bacon requirements) and \$150,000, price or rate quotes must be obtained from two or more qualified sources following the affirmative action provision of this policy and all provisions regarding fair and unrestricted competition.

Major Purchases with a value of \$40,000 or more, or construction projects of any value that are funded with federal dollars, must follow a sealed bid process as outlined below and also follow any procurement guidance as outlined in the grant agreement. In addition, a pricing analysis must be completed by the purchasing agent or a qualified consultant prior to issuing the request



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for proposal to ensure that there is a reasonable estimate against which to compare bid proposal pricing. In cases where grant dollars are involved, the requirement of the grant will take precedence.

**SIGNATURE AUTHORIZATION POLICY FOR VENDOR INVOICES**

All vendor invoices must be approved by the Department Head of the purchasing department. The Department Head of the purchasing department may delegate vendor approval signature authority to one or more of the department’s employees.

Signature authority is granted on an individual basis. All departments shall keep current a list of designated staff authorized to approve Town/Village expenditures. A Signature Authorization Form must be retained as backup to the list, and a copy of the list and the Forms must be submitted to the Finance Department at the beginning of each fiscal year. If employees are added or deleted during the year, this information must be conveyed to the Finance Department whenever the change is made. The authorizations must be approved by the appropriate Department Head.

- A. The Finance Department shall be responsible for deleting signature authority for terminated employees. Should authority need to be revoked prior to termination, the applicable department shall be responsible for notifying the Finance Department.
  
- B. All changes and additions to the Signature Authorization List must be submitted in writing and must include the related Signature Authorization Forms with the following information for each authorized employee:

- Name of employee
- Employee ID #
- Title
- Authorization Amount
- Effective Date
- Employee signature and initials
- Name of Employee delegating authorization (Department Head)
- Signature of Employee delegating authorization (Department Head)

The Signature Authorization Form is **Attachment A** to this Policy

- C. Unless signature authorization has been formally delegated, no employee shall sign on behalf of another otherwise authorized employee. Written notification of delegation must be sent to Finance.

## COMPETITIVE BIDDING POLICY

**Sealed Bid Process.** The sealed bid process shall be initiated by the issuance of a Request for Bids prepared for the Town Selectboard/Village Trustees by the Unified Manager or their designee. Notice of the Request for Bids shall be made by letters to known providers; advertisements posted in the Town Clerk's office, the Village office, on the Town and Village web pages; the Vermont Business Registry & Bid System at [www.vermontbidsystem.com](http://www.vermontbidsystem.com); and advertisements in a local newspaper such as the Burlington Free Press or the Essex Reporter or Seven Days. In lieu of newspaper advertisement, a bidding service for advertising bids may be utilized. Grants may require the use of specific advertisement procedures.

**Bid Specifications.** A list of bid specifications shall be prepared for each purchase over \$40,000 and shall be available for inspection at the Town office, the Village office, other designated Town or Village offices such as Public Works offices or at other designated locations as set forth in the bid documents (i.e., engineering firms, bid service locations, State contract services, etc.). Bid specifications shall include:

1. Bid name.
2. Bid submission deadline.
3. Date, location, and time of bid opening.
4. Specifications for the project or services including quantity, design, and performance features.
5. Bond and/or insurance requirements.
6. A copy of the proposed contract and any other required contract documents.
7. Any special or general requirements/conditions applicable to the project or purchase.
8. Delivery or completion date.
9. For construction projects, language that sets a requirement for a bid guarantee in the amount of 5% of the bid price from all bidders, as well as performance and payment bonds in the amount of 100% of the contract price from the contractor awarded the bid. If federally grant funded, the bidders must also include costs for Davis Bacon compliance if that is a requirement of the federal agency providing the funding.
10. For federally funded construction projects over \$2,000, a statement that contractors will be provided with a copy of the most current wage determination (from the DOL website at <http://www.wdol.gov/dba.aspx>) and must comply with the Davis Bacon Act.
11. Language that reserves for the Town Selectboard/Village Trustees the right at their sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Town's/Village's interest. The Town Selectboard /Village Trustees reserve the right to investigate the financial condition of any bidder to determine his or her ability to assure service throughout the term of the contract.
12. A request for at least three (3) qualified references applicable to the work being bid.
13. **Cancellation** – An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part, when it is found to serve the best interest of the Town/Village. The reasons therefore shall be made part of the contract file. All specifications issued by the Town/Village shall state that the solicitation may

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be cancelled in whole or in part when rejection or cancellation is in the best interest of the Town/Village. Notice of cancellation shall be sent to all vendors solicited.

Once a Request for Bids has been issued, the bid specifications will be available for inspection at the Town or Village office and/or at other locations as noted previously.

**Standardized Format:** The Town and Village shall utilize standard bid formats for construction projects using documents as contained in the Town or Village Public Works Specifications, utilizing either a simplified or detailed format, or as composed of forms and requirements stipulated by federal or state agencies when grant funds are utilized. (See Model Bid and Pricing Forms below)

**Bid Submission.** All bids must be submitted in sealed envelopes, addressed to the Town or Village in care of the Unified Manager or their designee, and plainly marked with the name of the bid, the time of the bid opening, and the location of the bid opening. Bid proposals will be date stamped on the outside of the envelope immediately upon receipt. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered and shall be returned to the bidder unopened. Any bid with errors in the bidding or missing required forms at the time of the bid opening may be rejected without further consideration.

Bidders shall bid to specifications and any exceptions must be noted by the bidder. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on their own behalf without connection with or obligation to any undisclosed person or firm.

**Bid Opening.** Every bid received prior to the bid submission deadline will be publicly opened and read aloud by the Unified Manager or designated employee/agent. The bid opening will include the name and address of bidder; for lump sum contracts, the lump sum base bid and the bid for each alternate; for unit price contracts, the unit price for each item and the total, if stated; and the nature and the amount of security furnished with the bid if required. At time of bid opening, an apparent low bidder may be identified but no award can be made until bids are checked for accuracy/completeness and the approving authority has granted approval to a bidder.

**Criteria for Bid Selection.** In evaluating bids, the Unified Manager will consider the following criteria:

1. No vendor may bid on a project if they owe any delinquent Town or Village payments including but not limited to taxes, water/sewer, miscellaneous receivables, etc. Purchasing agent shall consult with Finance Department regarding this issue prior to award of bid.
2. Prices.
3. Bidder's ability to perform within the specified time limits.
4. Bidder's experience and reputation, including past performance for the Town/Village.
5. Quality of the materials and services specified in the bid.
6. Bidder's ability to meet other terms and conditions, including insurance and bond requirements.
7. Bidder's financial responsibility.
8. Bidder's availability to provide future service, maintenance, and support.
9. Nature and size of bidder.

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10. Contract provisions that are acceptable to the Town/Village.
11. For construction projects over \$2,000 that use federal funds, contractor's indication of acceptance of wages in the current wage determination provided as part of the Request for Bids.
12. Any other factors that the Unified Manager determines are relevant and appropriate in connection with a given project or service.
13. Qualified small, minority and women-owned businesses must be included in the solicitation list for the request or proposal.
14. The Unified Manager will not select a bidder who is listed on the Excluded Parties List System **website (<https://www.sam.gov>)**.
15. The Unified Manager or designee will recommend a bid award for approval by the Town Selectboard/Village Trustees

*In addition to the above, in the case of a contract supported by federal funds, the additional criteria shall apply:*

16. There shall be no preference exercised for local contractors or suppliers.

**Addendums/Change Orders.** If specification changes are made prior to the close of the bid process, the Request for Bids will be amended and notice shall be sent to all bidders who have requested and/or received contract plans/specifications for the project. All bidders must acknowledge receipt of any bid amendments made at least 5 days prior to the bid opening for the bid to be a valid bid. Once a bid has been accepted, if changes to the specifications become necessary, the Unified Manger will prepare a change order specifying the scope of the change. Once approved, the contractor and an authorized agent of the Town/Village must sign the change order, if the revised bid is to be accepted.

**Bid Protest.** Any bidder who is aggrieved with the awarding of a contract may protest in writing to the Unified Manager. All protests must be submitted in writing within three (3) business days after the bid award. The Unified Manager shall send the aggrieved party a written decision within ten (10) business days. Appeals may be made to the Selectboard/Trustees within three (3) business days of receipt of the Manager's decision.

### **MODEL BID AND PRICING FORMS**

1. The Unified Manager shall be responsible for the development and use of Model Bid and Pricing Forms for all municipal departments throughout the Town and Village. The intent is to standardize the documents being utilized on purchases where either competitive pricing or bids are required by the Purchasing Policy.
2. There are a range of documents to be utilized to cover all purchases from informal quotations to formal bid projects. These documents may need to be routinely changed in format from time to time and, therefore, their specific content has not been made as defined documents under the Purchasing Policy.
3. The general types of documents are:

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- a. A simplified standard form that is used for documenting small dollar value quotations
  - b. A format to be used for developing services contracts, where the Town or Village defines the scope of work to be included and contracts to perform this work are generally developed by the vendor with reference to the scope.
  - c. Simplified formal bid documents that don't require full provision contracts that follow the AIA or similar full format.
  - d. Complete bid documents for major projects that require the full package of AIA, such as conditions, formal change orders, detailed technical specifications and the like.
  - e. Contract documents required by grants that must comply with the specific requirements of the grantee.
4. Deviations from the standardized formats may be needed on specific purchase or contracts. If a deviation is determined necessary, the pricing form or bid document must be reviewed by the Unified Manager or their designee before the competitive pricing is sought.
  5. Model Bid and Pricing Forms are **Attachment B** to this policy.

### **PRE-QUALIFICATION FOR SINGLE PROJECT**

Alternately, the Unified Manager may require pre-qualification for a project estimated to exceed \$250,000. The Unified Manager shall prepare an invitation to submit a pre-qualification statement. The invitation to submit pre-qualification should include:

1. Location, time and place for receiving pre-qualification statements. Deadline for submittal shall be not less than ten (10) calendar days following the date of the first advertisement. Late submittals shall not be accepted.
2. A general description of the project, including a general estimate of project costs.
3. Require the general contractor to submit an AIA (American Institute of Architects) document A305 (Contractor's Qualification Statement) for building projects.
4. If not a building project, the contractor shall submit a qualification statement specific to the discipline of the project involved.
5. The right of the Town/Village, through its Unified Manager, to reject any and all pre-qualification statements, if such action is deemed in the best interest of the Town/Village.
6. The Unified Manager shall determine eligible bidders in consultation with the architect or engineer and send written notice to each bidder at least thirty (30) calendar days prior to the proposed bid opening.
7. Vendors denied pre-qualification may appeal, in writing, to the Town Selectboard/Village Trustees within ten (10) calendar days of the denial of pre-qualification by the Unified Manager.
8. The Unified Manager shall invite all contractors that have been determined to be pre-qualified to bid not less than ten (10) business days prior to the bid opening. All bids shall be publicly opened and read aloud by the Unified Manager, or their designee, and shall have a witness.

### **PRE-QUALIFIED VENDOR LIST**

1. In recognition of the state bid process, goods and services may be purchased without a formal bid process or competitive solicitation if purchased through the State bid or other qualified

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governmental/municipal agency bid. In addition, The Unified Manager or designee shall have authority to join with other governmental bodies to the extent authorized in cooperative purchasing in the best interest of the Town/Village, notwithstanding any provisions of this Policy.

2. The Town and Village department heads maintain lists of pre-qualified vendors for a variety of work utilized by their departments. Department Heads in both Town and Village will share their lists with their sister departments. Some types of work that are appropriate for these lists are:
  - a. Bridge and large culvert repair/replacement
  - b. Storm and sewer pipe system inspection/cleaning
  - c. Road striping
  - d. Paving and or surface treatments (municipal roads)
  - e. Paving and or surface repairs (surfaces other than roads)
  - f. Roadside mowing
  - g. Winter snow removal
  - h. Roadway repair, slopes, small culverts, erosion repair
  - i. Installation of water meters
  - j. Roof repairs (any type)
  - k. Catch basin and manhole repairs
  - l. Utility excavation and repair
  - m. Curbing and sidewalk repair
  - n. Surveying services
  - o. Engineering planning, design and construction inspection services
  - p. Irrigation
  - q. Fencing
  - r. Others as needed
3. These pre-qualified lists won't be exclusive and will not bar any vendor from submitting a quote.
4. Pre-qualified vendors will not need to submit qualification information in vendor selection and will be used for cost estimates.

**EXCEPTIONS.** The following exceptions may apply, however there must be written documentation created and maintained that outlines the process and rationale for such exceptions:

**Competitive Proposals.** If time does not permit the use of sealed bids, or the award will be made on the basis of non-price related factors, a competitive proposal process shall be initiated by the issuance of a Request for Bids (RFB) or Request for Qualifications (RFQ) prepared by the Unified Manager or designee that includes the factors that will be used to evaluate and compare the proposals. Bids or qualifications shall be obtained from an adequate number of qualified sources (at least three vendors) to ensure that the Town/Village has received a fair and reasonable price and all notification and record keeping requirements of the sealed bid process shall be followed. If professional services, such as, but not limited to, architectural, engineering or legal services, are being solicited, this process should be used with the most qualified firm for the project or individual awarded the bid, and price or fees negotiated after the award. If competitive proposals are used, all of the above steps in the sealed bid process should be

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followed except that: 1) the bid submission need not be sealed; and 2) price will not be the primary factor in the proposal selection.

**Sole Source Purchases.** A purchase may be awarded without competition when the Department Head and Unified Manager determine, after conducting a good faith review of available sources, that there is only one qualified source for the required supply, service or construction or that one source is uniquely qualified for a service due to experience or knowledge of the project. Sole source purchases or contracts may be awarded by the Unified Manager, if under \$40,000. If the Town Selectboard/Trustees determine that there is only one possible source for a proposed purchase of more than \$40,000, it may waive the bid process and authorize the purchase from the sole source.

Federally funded non-competitive purchases for \$150,000 or more require a cost analysis to determine the reasonableness of the proposed pricing and should be completed in accordance with the requirements of the federal or state agency issuing the grant funding.

**Recurring Purchases.** If the total value of a recurring purchase of a good or service is anticipated to exceed \$40,000 during any fiscal year, the bid process shall be utilized and shall specify the recurring nature of the purchase. Once a bid has been accepted, all future purchases shall be made from that bidder without necessity of additional bids, until such time as the Town Selectboard/Trustees vote to initiate a new bid process. Purchase authority for recurring purchases will be at the Department Head level following acceptance of a bid contract.

**Maintenance of buildings, vehicles and equipment:** It is recognized that the municipality uses certain qualified contractors to maintain its buildings, vehicles and equipment. Any single maintenance project over \$40,000 shall be put out to bid, unless otherwise waived by the Town Selectboard or Village Trustees in the case of an emergency.

**Repair parts:** Purchase of repair parts is acknowledged to often be a unique purchase requirement, often necessitated by the need to purchase from a sole source vendor.

**Emergency Purchases.** The Town Selectboard or Trustees may award contracts and make purchases for the purpose of meeting the public emergency without complying with the bid process. An emergency situation shall be defined as one which threatens:

- a. The lives or health of the people
- b. The property of the Town/Village or the residents of the Town/Village
- c. The delivery of necessary services to the residents of the Town or Village
- d. Compliance with permits

The Unified Manager or designee shall approve all requests for emergency purchases over \$40,000. The Town Selectboard/Trustees shall be notified of all purchases of over \$40,000 made under this emergency clause within 48 hours of the transaction. The Unified Manager shall be notified of all emergency purchases made without prior approval within 24 hours. Emergency expenditures may include immediate repair or maintenance of Town/Village property, vehicles, or equipment if the delay in such repair or maintenance would endanger



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persons or property or result in substantial impairment of the delivery of important Town or Village services.

Emergency purchases are costly and every effort should be made to avoid them.

### **DEPARTMENTAL EXCEPTIONS**

The Town/Village recognize that some departments have specific purchases which are particular to that department. The following guidelines apply only to the department indicated and supersede all policies thus far listed in this policy.

#### **Public Works**

1. Road gravel/winter sand: Due to the limited number of available pits with material that meets specifications, the Town/Village will periodically obtain analyses of the various pit materials, obtain quotes on the basis of a cost/cubic yard or ton at the pit and also delivered to the Town/Village. The Town/Village may then make a decision for purchase based upon quality of material, availability, cost, workload of the municipal trucks, etc.
2. Winter road salt: The price of this material is set within each State Highway District by competitive bid. To ensure continuing availability of the product throughout the winter, the Town/Village will split the purchase between at least two vendors.

#### **Wastewater Treatment Facility (WWTF)**

1. Bulk Chemical Purchases: It is recognized that the WWTF purchases its process chemicals through a consortium of municipalities. All purchases shall be approved by the Water Quality Superintendent or their designee.
2. Sludge Dewatering: Sludge is a by-product of the wastewater treatment process. Cost is due to dewatering and disposal. The more water that is removed from the sludge, the cheaper the disposal and total sludge management cost. The most reliable way to remove water is to use a mobile high solids centrifuge. The only firm that offers the service to the region is P&H Senesac Inc. In recognition of this single source, the municipality exempts sludge dewatering from the bid process and authorizes the Water Quality Superintendent to negotiate a contract with P&H Senesac Inc. for sludge dewatering for such time as P&H Senesac remains the single source for this service in the region.
3. Polymers: Polymers are proprietary and application varies from bench testing to application. Use of the wrong polymer can be very costly in the performance of its application.
4. Other Specialty Products

**PROFESSIONAL SERVICES.** The bid process shall not apply to the selection of providers for services that are characterized by a high degree of professional judgment and discretion including legal, financial, auditing, risk management, engineering, planning, and insurance services.

**Town Attorney** – In accordance with the Town of Essex Charter Section 117-206 (a)(3), the Town Attorney shall be appointed by the Town Selectboard. Staff's or the general public's use of paid legal counsel shall be authorized by the Unified Manager. The Selectboard shall coordinate their use of legal counsel through the Unified Manager, except when the Selectboard is conducting an investigation into

## Town of Essex/Village of Essex Junction Purchasing Policy

the conduct of the Unified Manager or considering removal of the Unified Manager in accordance with Section 117-209(b)(1) of the Town Charter. The Unified Manager shall have the right to retain outside legal counsel if the Town Attorney has a conflict of interest or determines it is in the best interest of the Town.

**Village Attorney** – In accordance with Section 2.09 (b) of the Essex Junction Village Charter, Trustees approval shall be required for the Manager’s appointment of the Village Attorney. Staff’s or the general public’s use of paid legal counsel shall be authorized by the Unified Manager. The Board of Trustees shall coordinate their use of legal counsel through the Unified Manager, except when the Trustees are conducting an investigation in accordance with Section 2.06 of the Village Charter or considering removal of the Unified Manager in accordance with Section 4.03 of the Village Charter. The Unified Manager shall have the right to retain outside legal counsel if the Village Attorney has a conflict of interest or determines it is in the best interest of the Village.

**Village Engineer** – In accordance with Section 2.09 (b) of the Essex Junction Village Charter, Trustees’ approval shall be required for the Manager’s appointment of the Village Engineer. Such appointment shall be on an annual basis and can be further defined through a contractual agreement for services with a designated engineer. The Unified Manager shall have the right to obtain outside engineering assistance if the Village Engineer has a conflict of interest or the Unified Manager determines it is in the best interest of the Village, or if such work falls outside any contractual agreement for services.

**Village Auditors** - In accordance with Section 2.07 of the Essex Junction Village Charter, the Village Trustees may designate an accountant or firm annually or for a period not exceeding three years, provided that the designation for any particular fiscal year shall be made no later than 30 days after the beginning of such fiscal year.

**Town/Village Joint Auditors** – Notwithstanding Section 2.07 of the Village of Essex Junction Charter, the Town and Village will submit a joint Request for Services whenever the Town and Village decide to change auditors.

**LEASES.** All leases that will exceed \$40,000 over the life of the lease or require the Town or Village to indemnify or hold another party harmless shall be approved by the Town Selectboard/Village Trustees. All leases that will not exceed \$40,000 over the life of the lease or require the Town or Village to indemnify or hold another party harmless shall be approved by the Unified Manager. Multiple department leases shall be consolidated when appropriate (e.g., copier leases, equipment leases).

### **CONTRACTS**

1. All contracts for services or construction shall contain the following indemnification and hold harmless language unless waived by the Unified Manager:

The contractor shall and does hereby agree to indemnify, save harmless and defend the Town/Village from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property caused by the contractor, their employees, agents or subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for, including

## Town of Essex/Village of Essex Junction Purchasing Policy

(but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character in any way attributable to or asserted against the Town or Village, or the Town or Village and the Contractor, or which the Town or Village may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of the Town/Village and/or the sole negligence of the Town's/Village's agents, servants or employees, then and only then, the Contractor shall not be liable under the provisions of this paragraph.

2. Only the Unified Manager is allowed to sign contracts on behalf of the Town or Village. The Unified Manager, however, may delegate this authority, including the authority to make payments under the contract, on a case by case basis.
3. A copy of all Contracts will be given to the Unified Manager and to the Finance Director.

### **REAL PROPERTY**

In accordance with §117-103 of the Town of Essex Charter and in accordance with §1.06 of the Essex Junction Village Charter, the Town or Village may acquire property within or without their respective corporate limits for any Town or Village purpose, in fee simple or any lesser interest or estate, by purchase, gift, or lease, and may sell, lease, mortgage, hold, manage and control such property as their interest may require. The Town or Village may further acquire property within their corporate limits by condemnation where such authority is granted by the State of Vermont.

### **GRANTS**

1. All grant applications in the name of the Town of Essex or Village of Essex Junction that financially bind either municipality should be approved by the Town of Essex Selectboard or the Village of Essex Junction Trustees respectively prior to grant application submittal. In no event shall a grant be accepted without Selectboard or Trustee approval.
2. Any grant application in the name of the Town of Essex or Village of Essex Junction that does not require a financial match must be approved by the Unified Manager.

### **FUNDRAISING**

All fundraising in the name of and accounted for by either the Town of Essex or Village of Essex Junction must be approved by the Town of Essex Selectboard or the Village of Essex Junction Trustees respectively.

### **RESTRICTED GIFTS**

All restricted gifts in the name of and arranged for by either the Town of Essex or Village of Essex Junction must be approved by the Town of Essex Selectboard or the Village of Essex Junction Trustees respectively.

### **DISPOSAL OF PROPERTY/ASSETS**

The Unified Manager is authorized to approve the sale or transfer of Town or Village property estimated to be valued at less than \$40,000. The Town Selectboard or Village Trustees shall approve the sale, disposal or transfer of property estimated to be worth more than \$40,000. Nothing in this

## Town of Essex/Village of Essex Junction Purchasing Policy

section is meant to preclude a department from disposing of material with no value or limited value under \$100 unless covered by other policies. The Brownell Library and the Essex Free Library shall have the power to sell books or purge them, as necessary, with proceeds from any sale being donated to the Brownell Foundation or the Friends of the Essex Free Library, respectively.

### **INSURANCE**

1. The insurance requirement for contractual services over \$40,000 shall be a combined single limit of two million dollars (\$2,000,000) aggregate for general liability and property damage including vehicle coverage, unless otherwise modified by the Unified Manager. Prior to the commencement of work, the bidder shall give the Finance Director a certificate from the insuring company indicating that such policies have been issued and are in force and that said insurance companies agree to notify the Town/Village Finance Director at least thirty (30) days prior to the date of termination of or change in said policies.  
The Town or Village may seek up to five million dollars (\$5,000,000) in insurance coverage for work of a value that would deem the additional coverage appropriate.
2. If a service provider is a sole proprietor or partner owner(s) of an unincorporated business exempt from carrying Workers' Compensation insurance under the provisions of 21 VSA § 601(14), prior to commencing work for the Town/Village they must agree to sign the Non-Employee Work Agreement and the Liability Hold-Harmless Agreement (**Attachment C**) with the Town of Essex/Village of Essex Junction to affirm that :
  - They are not an employee of the Town of Essex or Village of Essex Junction
  - They are working independently
  - They have no employees
  - They have not contracted with other independent contractors
  - They understand they have the right to purchase workers compensation insurance and have elected not to do so.
  - They hold the Town/Village harmless for any injury or death they cause or any damage to property they cause.
3. If a service provider is a sole proprietor or partner owner(s) of an unincorporated business, they should provide a business card or the name of their website in addition to the Non-Employee Work Agreement and the Liability Hold-Harmless Agreement.
4. All service providers are required to enter into a written contract for the services they provide to the Town/Village. If a Department Head waives this requirement they must acknowledge that their department will be responsible for the Workers Compensation insurance the Town/Village will be required by our insurance carrier to provide for that contactor.
5. All vendors must provide a completed W9 form prior to commencement of work for the Town/Village.
6. In limited cases, sole source contractors who work off-site may be waived from the requirement of signing the Hold Harmless Agreement on the advice of the Town/Village attorney.

### **NEW SERVICE VENDORS**

Whenever a new vendor is engaged to deliver services to the Town or Village, the Department Head must obtain a certificate of insurance or the hold harmless agreement, a contract, and a W9 prior to the commencement of work by the vendor.

## CREDIT CARD USE POLICY

### Departmental and Municipal Major Credit Cards

#### General

Town/Village Corporate Credit Cards are a streamlined approach to pay for point-of-sale, invoiced purchases, online purchases, recurring charges that can only be paid for by direct debit or a credit card (e.g., software recurring charges), and to pay for business-related travel expense in the most cost-effective manner possible. Credit cards facilitate efficient purchases both online and in local retail stores, and in some cases, are the only payment accepted by a vendor. The use of a Town/Village Credit Card is a privilege and should be treated as such.

The Town and Village both issue credit cards to Department Heads for departmental use. The Village also possesses a Village credit card that can be used by various Village Departments.

#### Authorization for Use of Departmental or Village Municipal Credit Card

Employees must be authorized by the Supervisor and Department Head based upon both the need for a credit card and the card limits.

#### Card Use

Department Heads are responsible for knowing the dollar limits per transaction and per statement period for their Credit Card, and to use the Credit Card appropriately within those limits.

Users must verify the availability of the item being charged when placing a telephone, fax, or online order. Back orders should not be charged until time of shipment. Verification is needed such that the combined price and freight charge being charged is under the approved level of signature authority dollar limit. Users need to verify that Vermont sales tax is not being charged.

When placing an order by phone, fax, or online, the **receiver's name (purchaser)** must be put on the shipping label or packing list to expedite delivery and a receipt requested to be sent with the purchase. All charges will require a receipt be attached to the monthly statement. If using the Village Corporate Master Card, the card must be signed in and out of the Village Office and a receipt (with AP stamp completed) must be submitted to Finance when the card is returned.

The Internet may be used to place orders only when the receiving/contacted web site is secure. To determine whether a web site is secure, purchasers need to look for a closed padlock on the lower right-hand corner of the screen, or at the web site address. If the padlock is open or non-existent, the web site is not secure and should not be used for placing orders. If the web site address is "https:", the site is secure, if the address is "http:" (no "s"), the site is not secure.

## Town of Essex/Village of Essex Junction Purchasing Policy

If merchandise is to be returned, the purchaser needs to verify that the vendor will credit the credit card account. A copy of the credit slip/voucher needs to be requested and submitted with the monthly statement.

If an attempt to make a Credit Card transaction is denied, the purchaser must contact the Finance Department (802-878-1359) immediately to resolve the problem.

### **Unacceptable Uses**

- Charges for personal or non-business related goods or services. If a personal charge is discovered it must be immediately brought to the attention of Finance and reimbursement be made to the Town/Village for the personal purchase.
- Purchases over the individual's signature authority limit. Dividing an order to satisfy this limit is not allowed.
- Cash advances, traveler's checks, or the use of ATM machines.
- Fuel for personal vehicles. (Reimbursement for mileage shall be made on the Travel Authorization Form at the current IRS reimbursement rate.)

### **Transaction Allocation**

Upon receipt of the monthly statement, cardholders shall confirm all transactions are legitimate, attach all receipts to the statement, obtain Department Head or Department Head designee approval on each purchase, and return the statement to Finance ASAP. Please note – the actual itemized receipt is required for meal purchases (not just the summary amount on the signature slip typically provided at restaurants).

If a receipt is lost, or was never provided by the vendor, a "Missing Credit Card Receipt Form" (**Attachment D**) shall be completed, signed by the supervisor, and forwarded to Finance to be attached to the monthly statement.

### **Personal – Non-business Charges**

In the event that personal or non-business related items are accidentally charged on the Town/Village card, reimbursement to the Town/Village shall be made by submitting a personal check payable to the Town of Essex/Village of Essex Junction, with a note attached showing the account to be credited. This reimbursement must be completed at the time of statement reconciliation or before. Repeated occurrences of personal or non-business related items being charged to the card and/or intentional misuse of the credit card may result in charging privileges being revoked and disciplinary action taken.

### **Disputing Charges**

If there is a dispute about a transaction, the cardholder should first try to resolve it with the merchant. If an item has been charged but has not been received, contact the merchant to verify shipment date. If the item has been or will be shipped soon, it is recommended that the charge be paid at the time of the statement. If charges are paid but not received by the next statement, contact the Finance Department for assistance in resolving the problem.

### **Change in Employment Status**

The cardholder (Department Head) will surrender possession of their card upon termination of employment. The cardholder may be asked to surrender the card at any time deemed necessary by the Finance Director, or the Unified Manager.

### **If Card is Lost or Stolen**

Keep the card in a safe place at all times. Contact the Finance Department (802-878-1359) immediately if the card is lost or stolen.

### **Local Merchants Charge Cards and Revolving Charge Accounts**

In addition to the Major Departmental Credit Cards and the Village Major Credit Card, the Town/Village also have charge cards for local vendors and charge accounts that are paid by statement. **Attachment E** is a list of local merchant cards and local charge accounts.

#### **Authorization for Use of Local Merchant Charge Cards**

Employees must be authorized by the Department Head or the Department Head designee to use a local merchant charge card or charge account.

#### **Card or Account Use**

Merchant charge cards are available at the Town Finance Office or at the Village Administration Office. Users must log the card out when they take it and log it back in when they return it. The log entry must contain the date the card was used and the name of the Merchant Card being used. As soon as the user has completed their purchase the card is to be returned to Finance or Village Administration. The receipt for the purchase should then be signed and coded by the Department Head or Department Head designee and forwarded to the Finance Department as soon as possible. When the billing statement for the merchant is received, Finance will match the receipt(s) to the statement. **Users need to verify that Vermont sales tax is not being charged at the time of purchase.**




If merchandise is to be returned, the purchaser needs to verify that the vendor will credit the account. A copy of the credit slip/voucher needs to be requested and submitted to Finance with the department's authorized signature and coding.

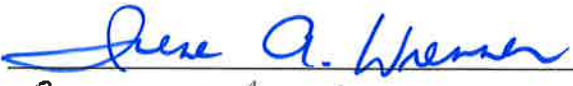
#### **Unacceptable Uses**

- Personal items may not be purchased with Merchant Charge Cards

Town of Essex/Village of Essex Junction Purchasing Policy

The foregoing Policy is hereby adopted by the Selectboard of the Town of Essex, Vermont, this 11<sup>th</sup> day of October and is effective as of this date until amended or repealed.

  
\_\_\_\_\_  
Chair, Town of Essex Selectboard  
  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_

The foregoing Policy is hereby adopted by the Trustees of the Village of Essex Junction, Vermont, this \_\_\_ day of \_\_\_\_\_ and is effective as of this date until amended or repealed.

  
\_\_\_\_\_  
President, Essex Junction Board of Trustees  
  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_



Town of Essex/Village of Essex Junction

Signature Authorization Form

Department Submitting Form \_\_\_\_\_

Department Head Name (Printed) \_\_\_\_\_

Name of Employee (Printed) \_\_\_\_\_

Employee ID# \_\_\_\_\_

Employee Title \_\_\_\_\_

\$ Authorization Amount \_\_\_\_\_

Effective Date of Authorization \_\_\_\_\_

Employee Signature & Initials \_\_\_\_\_

Department Head Signature \_\_\_\_\_

MODEL BID AND PRICING FORMS

ATTACHMENT B

UNDER DEVELOPMENT

**NON-EMPLOYEE WORK AGREEMENT**

Under 21 VSA § 601 (14) (F), sole proprietors and partner owners of an unincorporated business whose work: is distinct and separate from the municipality’s work; who control the means and manner of the work performed; hold themselves out as in business for themselves; hold themselves out for work for the general public and do not perform work exclusively for or with another person; and are not treated by the municipality as an employee for purposes of income or employment taxation with regard to the work performed; are not considered workers or employees of the municipality.

**To be completed by Municipality:**

- Work to be performed \_\_\_\_\_
- Written contract? (circle one)    **Yes**    **No**  
If yes, attach a copy of the contract.
- Beginning and end date of work: \_\_\_\_\_
- Could this work be considered a normal municipal function? \_\_\_\_\_
- Is this type of work also performed by a town employee? \_\_\_\_\_
- Do you have necessary equipment (owned, leased, rented, borrowed or shared) to perform this work?

**To be completed by Contractor:**

Undersigned, sole proprietor, or partner owner of an unincorporated business, of \_\_\_\_\_ (name of business), of \_\_\_\_\_ (business address), hereby certify that I am aware of my right to purchase Workers’ Compensation insurance and have elected to purchase Workers’ Compensation coverage as described below, or not to purchase Workers’ Compensation insurance coverage: (Check one)

Undersigned, hereby attests I have procured Workers Compensation Insurance Coverage from:  
Carrier: \_\_\_\_\_ Effective Dates: \_\_\_\_\_ to \_\_\_\_\_  
Limits of Liability: \_\_\_\_\_  
(Attach a valid Certificate of Insurance)

Undersigned, hereby attests that I am a sole proprietor, or partner owner of an unincorporated business, and as such am not considered to be a worker or employee under the provisions of 21 VSA § 601 (14).

I affirm that:

- I am not a worker or employee of Town of Essex / Village of Essex Jct.
- I am working independently;
- I have no employees; and
- I have not contracted with other independent contractors;
- I understand that I have the right to purchase workers compensation insurance, and I have elected not to purchase workers compensation insurance coverage.

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_ Sign Name: \_\_\_\_\_

Municipal Representative Signature: \_\_\_\_\_

**(See other side for Liability Hold Harmless Agreement)**

**LIABILITY HOLD-HARMLESS AGREEMENT**

**For use with  
Sole Proprietors and Owner Partners of Unincorporated Businesses**

In consideration of the agreement of Town of Essex / Village of Essex Jct. to engage my company and me to perform certain services for the Municipality, my company and I agree, and for myself/ourselves and my/our heirs, executors and administrators agree to indemnify, defend and hold forever harmless Town of Essex / Village of Essex Jct. its officers, agents and employees from and against any and all claims, demands, liabilities, actions, judgments, settlements, damages, costs and expenses (including attorney's fees and disbursements) for injury to or death of any person, including myself, or damage to property arising out of or resulting from any material, product, equipment, vehicle or service supplied by the company or by me, or the agents, servants or employees of either, or from any action or failure to act on the part of myself or the company, or the agents, servants or employees of either, while performing services for, at the behest of, under contract with or on the premises of Town of Essex / Village of Essex Jct. .

Valid, current, certificate of insurance is attached.

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

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

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

Sign Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

**(See other side for Non-Employee Work Agreement)**

Purchasing Policy  
Attachment D

Town of Essex/Village of Essex Junction  
Missing Credit Card Receipt Form

Card Holder \_\_\_\_\_

Card # \_\_\_\_\_

Date of Purchase \_\_\_\_\_

Amount of Purchase: \_\_\_\_\_

Description of and purpose for Purchase:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_