Town of Shaftsbury
PURCHASING POLICY
Adopted November 1, 2004
Revised June 19, 2017
Revised September 27, 2024
Adopted October 7, 2024

ARTICLE 1. Policy Objectives

The objectives of the Town of Shaftsbury's purchasing policy are as follows:

a. To promote and affect, in the best interest of the Town of Shaftsbury, open and intelligent purchasing of supplies, equipment and services, which will result in the maximum value received for each tax dollar spent.
b. To promote waste reduction and recycling through purchases which take into consideration the use of recycled material in the manufacture of purchased product or equipment, as well as the minimization of waste to be disposed of by the Town.
c. To assure the realization of the principles of competitive purchasing and best buy at least cost.
d. To assist management in reaching responsible, environmentally sound, and cost-effective decisions in the procurement of quality supplies and services for Town use.
e. To ensure that all vendors will have equal opportunity to do business with the Town of Shaftsbury and promote good will and clear communications in Town/Vendor relations.
f. To ensure that purchasing procedures and documentation meet generally-accepted accounting standards.

ARTICLE 2. Definitions

For purposes of this policy, the following definitions shall apply:

a. **Major Purchases:** Those purchasing calling for delivery of goods or services in the amount of $10,000 or greater.
b. **Regular Purchases:** Those purchases calling for delivery of goods or services in the amount of $5,000 to $9,999.
c. **Incidental Purchases:** Those purchases calling for delivery of goods or services less than $5,000.
d. **Budgeted Expense:** Any planned expense that does not exceed the line item account after subtracting other anticipated expenses for the remainder of the Fiscal Year.
e. **Unbudgeted Expense:** Any unplanned expense.
f. **Competitive Solicitation:** Written quotes solicited from at least three competitive vendors.

ARTICLE 3. Major Purchases ($10,000 or more)

a. Major purchases shall require a formal bid process and must be authorized by a majority vote of the Select Board at a warned Select Board meeting
b. The Town Administrator, under the direction of the Select Board, shall act as Purchasing Agent for major purchases.
c. The Purchasing Agent shall prepare, or cause to be prepared, specifications or a request for proposal for such goods and/or services required. The Purchasing Agent shall advertise an "Invitation to Bid" at least once in a newspaper of general circulation and shall mail the Invitation to Bid and the specification to a list of competitive bidders, prepared with input from the Select Board, Department Head, and/or the Town Administrator. The Town of Shaftsbury uses the *Bennington Banner* as its official newspaper. The Purchasing Agent will also list bid opportunities on the Town's website.
d. The Invitation to Bid shall include the following:
    i. The location, time, and place for the receiving and opening of sealed bids.

ii. Information on how to obtain bid specifications and bid forms or the request for proposal.
iii. A description of the supplies, materials, equipment, or services for which bids are to be received.
iv. Outline, where appropriate, the insurance requirements of the Town, in order to limit the Town of Shaftsbury's liability.
v. All bid documents or request for proposals shall include the following paragraph: "The Town of Shaftsbury reserves the right to reject any or all bids/proposals received, to negotiate with any qualified source, or to cancel, in part of in its entirety, this bid/proposal as in the best interest of the Town of Shaftsbury. This solicitation, in no way, obligates the Town of Shaftsbury to award a contract."

e. All bids will be submitted with a full set of specifications for the particular project.
f. Bids shall be publicly opened at the next regularly scheduled Select Board meeting after the publishing deadline.
g. Bids shall be awarded according to the Vendor Selection Criteria outlined in Article 8 of this policy.
h. If no bids are received, the Purchasing Agent will review and consider revising the bid specifications, to ensure competitive bidding is possible. The Purchasing Agent will then be instructed to place the advertisement in two newspapers of general circulation and consider relevant state/regional trade publications. If no bid is received after this action has been completed, the Select Board may solicit and negotiate a proposal from a firm of their choosing.

ARTICLE 4. Regular Purchases ($5,000-$9,999)

a. All regular purchases must be approved by a majority vote of the Select Board.
b. All regular purchases must be accomplished through competitive solicitation, but not necessarily through formal bids.
c. The Town Administrator, under the direction of the Select Board, shall act as Purchasing Agent for regular purchases.
d. Regular purchases may be made through formal bid/proposal or through written quotation at the discretion of the Purchasing Agent in consultation with the Select Board and the department supervisor for whose department the purchase is being made.
e. The Competitive Solicitation process shall include the following:
    i. Whenever possible, written solicitations shall be sought from at least three competitive vendors.
    ii. Competitive Solicitation may be accomplished without the formal advertising for solicitation of bids, proposals, or quotations.
    iii. Recommendations of vendors for competitive solicitation may be made to the Town Administrator or department supervisor who will solicit written prices for specified items or services from at least three vendors and report their findings to the Purchasing Agent.
    iv. The Purchasing Agent will present the specifications and the three prices to the Select Board.
    v. The Select Board will determine the vendor to perform the task according to the vender selection process outlined in Article 8 of this policy.

ARTICLE 5. Incidental Purchases ($0 to $999 and $1000 to $4999)

a. Incidental purchases may be accomplished without the solicitation of bids, proposals, or quotations. However, if practical, informal bids, proposals, or quotations for purchases over $1000 should be solicited.
b. The Town Administrator, under the direction of the Select Board, shall act as Purchasing Agent for incidental purchases. These incidental purchases will be reported to the Select Board at least monthly.

ARTICLE 6. Receipt of Goods

The receiving department will be responsible for the receipt, inspection, and acceptance of incoming supplies and equipment. Documentation of receipt of supplies must be provided for payment to be authorized. Receiving procedures are as follows:

a. All received items will be checked against the packing slip and checked to ensure good condition.
b. When the items received are not acceptable, the receiving department shall work with the vendor in reaching a satisfactory solution. The Town Administrator will be informed of all unresolved issues.
c. To take advantage of any "prompt payment of accounts" and to maintain good vendor relations, it is important that all invoices, packing slips, and receiving reports be forwarded to the Town Administrator's office without delay.

ARTICLE 7: Emergency Purchases

In case of an actual emergency when the purchase of supplies or equipment is essential to prevent delays in work which may significantly affect the life, health, safety, or convenience of the Town and the public, the department head, in consultation with the Town Administrator when possible, may make the required purchase. The department head will also submit a brief written summary of the emergency and the reasons for the purchase.

ARTICLE 8. Vendor Selection

a. Whenever possible and appropriate, the vendors will be selected on a competitive basis.
b. Bids, quotations, and proposals will be solicited by newspaper advertising, direct mail request to prospective suppliers, the Town website, or by telephone.
c. Purchase orders or contracts for purchases shall be awarded based on a reasonable combination of the lowest, best-qualified and most responsible vendor, following a majority vote of the Select Board.
d. In the event that the Select Board decides to accept a bid other than the lowest bid submitted, an explanation of the decision will be provided, in either written or spoken form, to the vendor or contractor who submitted the lowest bid. A brief explanation, by the Select Board, will also be provided during the Select Board meeting during which they decide on which vendor's bid to choose.
e. Any and all bids, quotes, or proposals may be rejected if such reaction is deemed to be in the best interest of the Town of Shaftsbury.
f. In determining "lowest, best qualified, and most responsible vendor," in addition to price, the following will be considered:
    i. The ability, capacity, and skill of the vendor to perform the contract or provide the material or service required.
    ii. The ability of the vendor to perform the contract or provide the material or service promptly or within the time specified, without delay or interference.
    iii. The character, integrity, reputation, judgment, experience, and efficiency of the vendor.
    iv. The quality of performance of previous contracts, orders, or services.
    v. The punctuality of the vendor to the bid meeting held at the site. If a vendor is late to the bid meeting, their bid will not be considered.
    vi. The previous and existing compliance by the vendor with laws and ordinances related to the contract, order, or service.
    vii. The sufficiency of the final resources and ability of the vendor to perform the contract, fill the order, or provide the service.
    viii. The quality, availability, and adaptability of the supplier, or contractual services to the particular use required.
    ix. The ability of the vendor to provide future maintenance and service for the contract.

x. The number and scope of conditions attached to the bid, quotation, or proposal.

g. Vendors from the local area or vendors with a favorable history with the Town of Shaftsbury:
h. The Select Board may choose to accept a vendor from the local area (Arlington, Bennington, North Bennington, and Shaftsbury) that is higher than the lowest bid.

ARTICLE 9. Miscellaneous

a. In the event the Town Administrator is not available as the Purchasing Agent, the person appointed to act as Interim Administrator by the Select Board shall also act as interim Purchasing Agent.
b. All contractors performing work for the Town of Shaftsbury, whether on or off Town Property, must provide a Certificate of Insurance or performance bond before the project is started. The Select Board will determine what type of instrument is required and the limit of that instrument and shall ensure that liability and Workman's Compensation issues are covered as appropriate to the job.
c. All contractors performing work for the Town of Shaftsbury will provide all warranties (implied or otherwise) in writing and deliver them to the Purchasing Agent.
d. The Select Board may waive the bid process when a sole supplier is available or during times of emergencies.
e. This Purchase Policy may be changed from time to time by majority vote of the Select Board.
f. This policy will be adhered to for all purchases by anyone authorized to make purchases on behalf of the Town of Shaftsbury.
g. All Town employees and volunteers are encouraged to submit suggestions that will help reduce costs, promote efficiency, or improve supplier service. Cost reduction ideas should strive to reduce costs without a corresponding reduction in quality of service.

ARTICLE 10. Conflict of Interest and Ethical Practices

a. Purchases shall not be made from Town employees or from companies owned by Town employees.
b. No gifts, rebates, or gratuities will be accepted by any Town Employee or Elected Official from any Vendor that has previously done, or is trying to do, business with the Town of Shaftsbury.

ARTICLE 11. Severability

If any provision of this Policy is found, for any reason, to be invalid, such decision shall not invalidate any other portion.

Adopted this 7th day of October, 2024, by the Town of Shaftsbury Select Board

_____
Chair

_____

_____

_____

_____

Vice Chair

_____

_____

_____