

PURCHASING POLICY

Town of Cabot

PURPOSE.

The purpose of this Purchasing Policy is to obtain the highest quality goods and services for the Town of Cabot at the lowest possible price, to exercise financial control over the purchasing process, to clearly define authority for the purchasing function, to allow fair and equal opportunity among qualified suppliers, and to provide for increased public confidence in the procedures followed in public purchasing.

CODE OF CONDUCT

Elected officials, officers, employees and agents of the Town 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 and shall comply with the Town's Conflict of Interest Policy.

PURCHASE AUTHORIZATION.

No purchases over \$5,000.00 shall be made by any Town officer or employee without prior approval of the selectboard. When making any purchase not subject to the bid process described below, officers and employees must solicit quotes from at least two vendors for purchases over \$2,000, unless the selectboard has approved a sole source vendor, the purchase is made by an authorized Town officer during an emergency, or the purchase is for professional services. Vendors will be selected based on cost, the quality of the goods and services offered, and the ability, capacity, and skill of the vendor demonstrated under prior contracts with the Town.

BID PROCESS.

All purchases of \$20,000.00 or more shall be subject to a bid process. The bid process shall be initiated by the issuance of a request for bids approved by the selectboard. Notice of the request for bids shall be made by letters to known providers soliciting bid responses, advertisements posted in three public locations within the Town, and advertisements placed in a newspaper of general circulation in the region.

BID SPECIFICATIONS.

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. Any special requirements unique to the purchase.
7. Delivery or completion date.

Once a request for bids has been issued, the bid specifications will be available for inspection at the Town office.

BID SUBMISSION.

All bids must be submitted in sealed envelopes, addressed to the Town in care of the selectboard, and plainly marked with the name of the bid and the time of the bid opening. Bid proposals will be date stamped in the Town Clerk's Office 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. Bids submitted electronically will be acknowledged electronically, which will serve as the receipt.

Bidders shall bid to specifications and any exceptions must be noted. 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 his/her 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 selectboard. 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. The time of receiving and opening bids may be postponed due to emergencies or unforeseen conditions.

CRITERIA FOR BID SELECTION.

In evaluating bids, the selectboard will consider the following criteria:

1. Price.
2. Bidder's ability to perform within the specified time limits.
3. Bidder's experience and reputation, including past performance for the Town.
4. Quality of the materials and services specified in the bid.
5. Bidder's ability to meet other terms and conditions, including insurance and bond requirements.
6. Bidder's financial responsibility.
7. Bidder's availability to provide future service, maintenance, and support.
8. Any other factors that the selectboard determines are relevant and appropriate in connection with a given project or service.

The selectboard reserves the right at its 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 interest. The selectboard reserves the right to investigate the financial responsibility of any bidder to determine his or her ability to assure service throughout the term of the contract.

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 any bidder who already submitted a bid and a new bid process will be initiated. Once a bid has been accepted, if changes to the specifications become necessary, the selectboard will prepare a change order specifying the scope of the change. Once approved, the contractor and an authorized agent of the Town must sign the change order.

EXCEPTIONS.

Sole Source Purchases. If the selectboard determines that there is only one possible source for a proposed purchase, it may waive the bid process and authorize the purchase from the sole source. The determination to proceed with a sole source purchase must be documented in writing.

Recurring Purchases. If the total value of a recurring purchase of a good or service is anticipated to exceed \$20,000.00 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 selectboard votes to initiate a new bid process.

Emergency Purchases. The selectboard may award contracts and make purchases for the purpose of meeting the public emergency without complying with the bid process. Emergency expenditures may include immediate repair or maintenance of town property, vehicles, or equipment if the delay in such repair or maintenance would endanger persons or property or result in substantial impairment of the delivery of important Town services.

All emergency purchases executed under this provision must be documented in writing within five (5) working days of the purchase, detailing the circumstances and justification for the emergency purchase.

Professional Services. The bid process may 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, engineering, risk management, and insurance services.

WHEN PROCURING WORK TO BE PAID WITH FEDERAL FUNDS

The Town shall review the following documents to determine the allowability of costs:

1. State of Vermont grant agreement Attachment A: Scope of Work to Be Performed and Attachment B: Payment Provisions;
2. Notice of Funding Opportunity (NOFO) or award announcement;
3. Federal award guidelines or the award application specifications;
4. 2 CFR Part 200 Subpart E Cost Principles
 - Basic Considerations, 2 CFR 200.403 Factors Affecting Allowability of Costs
 - General Provisions for Selected Items of Cost (alphabetical listing of items of cost, their allowability and maintenance requirements)

Federal Contract Provisions: In addition to other provisions required by the Federal agency, the Town's contract provisions must contain the applicable provisions described in 2 CFR 200.37 Appendix II.

Other Federal Provisions in contracts include:

1. Domestic Preferences for Procurement (2 CFR 200.322) – The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. Debarment and Suspension (2 CFR Appendix 2 to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards H). A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). See sam.gov

3. Termination for Cause (2 CFR Appendix 2 to Part 200) – All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner in which it will be affected and the basis for settlement.
4. Recovered Materials (2 CFR 200.323) – The requirements include procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
5. Consideration of qualified small businesses, minority businesses, women’s business enterprises, veteran-owned businesses and labor surplus area firms - Whenever possible, qualified small businesses, minority businesses, women’s business enterprises, veteran-owned businesses and labor surplus area firms (See U.S. Dept. of Labor list) must be considered as set forth below:
 - a. These business types are included on solicitation lists;
 - b. These business types are solicited whenever they are deemed eligible as potential sources;
 - c. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
 - d. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date each month) that encourage participation by these business types;
 - e. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring a contractor under a Federal award to apply this section to subcontracts

State Contract Provisions: In addition to other provisions required by the State agency, the Town’s contract provisions must include State Agreement Attachment C – Standard State Provisions for Contracts and Grants, 19. Sub-agreements. The Town shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont:

1. Section 10 False Claims Act
2. Section 11 Whistleblower Protections
3. Section 12 Location of State Data
4. Section 14 Fair Employment Practices and Attachment C – Page 4 of 5 Americans with Disabilities Act
5. Section 16 Taxes Due to the State
6. Section 18 Child Support
7. Section 20 No Gifts or Gratuities
8. Section 22 Certification Regarding Debarment
9. Section 30 State Facilities
10. Section 32.A Certification Regarding Use of State Funds

The foregoing Purchasing Policy is hereby adopted by the selectboard of the Town of Cabot, Vermont, this 18th day of February, 2025.

Cabot Selectboard:

Michael Hoze

Erin L. Linn

Ann H. Linn

Walter Pottefeld IV

D. Allen

2/18/25