

Town of Yarmouth
PROCUREMENT POLICY

Effective: March 8th, 2012 – Amended: April 13th, 2023
TOY 36



1.0 POLICY

The Public Procurement Act for the Province of Nova Scotia requires the Town to have a Procurement Policy which accomplishes the following objectives.

- a. To provide for the procurement of goods, services, construction and facilities by the Town in a fair, open, consistent and transparent manner resulting in best value.
- b. To encourage competition, innovative ideas and solutions while respecting trade agreement obligations.
- c. To promote sustainable procurement in procurement decisions including identifying and exploring opportunities to work with and support social enterprises and businesses that are owned by and who employ under-represented populations.
- d. When evaluating a bid, the Town shall obtain "best value" which means evaluating bids not only on purchase price and life cycle cost considerations, but also taking into account items such as environmental and social considerations, delivery, servicing and the capacity of the supplier to meet other criteria as stated in the tender documents.
- e. The Town will comply with the requirements of the Atlantic Procurement Agreement entered into by the 4 Atlantic Provinces for purchases over the following thresholds:
 - i. Goods over \$25,000
 - ii. Services over \$50,000
 - iii. Construction over \$100,000
- f. The Town will comply with the requirements of the Agreement on Internal Trade for all of Canada for purchases over the following thresholds:
 - i. Goods over \$25,000
 - ii. Services over \$100,000
 - iii. Construction over \$100,000
- g. The Town will comply with the requirements of the Public Procurement Act with and publicly tender for all goods, services, construction and facilities in accordance with the applicable regional, national or international trade agreements by public advertisement on the procurement web portal;
- h. The Town will post on the procurement web portal the name of the successful bidder and the contract amount awarded;
- i. The Town will post on its public website its procurement policies;
- j. The Town will abide by the acceptable alternative procurement exemptions and practices set out in the regulations;
- k. The Town will participate in supplier and public sector entity outreach programs conducted by the Procurement Governance Secretariat;

- l. The Town will participate in professional development programs conducted by the Procurement Governance Secretariat;
- m. The Town will incorporate into their procurement processes, contract and risk-management guidelines;
- n. The Town will be accountable for its procurement decisions;
- o. The Town will insure its procurement employees abide by the standards set out in the Public Procurement Act;
- p. The Town will respect all supplier standards, rights and responsibilities established in the Public Procurement Act;
- q. The Town will provide an annual report, no later than ninety days after the fiscal year end, to the Chief Procurement Officer in the form and manner prescribed by the regulations made pursuant to this Act;
- r. The Town will become familiar with Competition Bureau of Canada bid rigging awareness and prevention guidelines and adopt applicable practices.

2.0 EXEMPTED PAYMENTS

Certain payments such as provincially determined expenditures for housing, corrections, school board and library services, including any payments as may be required by the Municipal Government Act, or any other applicable legislation, are exempt from this policy.

- 2.1** Utility payments, where no competitor exists, are exempt from this policy.

3.0 PURCHASING AUTHORITY

The Department Heads of the Town of Yarmouth shall be the responsible authority for the purchase of goods, services, construction and facilities for the Town of Yarmouth subject to the policy and procedure herein.

- 3.1** All employees involved in purchasing activities will endeavor to maintain and enhance the Town's image by their personal conduct and method of doing business with suppliers of goods and services.
- 3.2** All employees engaged in purchasing activities will recognize and practice good public relations by treating all sales people, suppliers, etc. courteously as circumstances require.
- 3.3** All employees engaged in purchasing activities will ensure that their sole priority is the best interest of the Town of Yarmouth.
- 3.4** It shall be the responsibility of the Chief Administrative Officer (CAO) to ensure that purchase of goods and services are carried out in accordance with this policy.
- 3.5** Approval of the Council for the Town of Yarmouth will be required to purchase goods, services, construction and facilities which exceed a value of \$25,000.00 (not including HST), or which is not included in the approved budget allocation.

- 3.6** The CAO is authorized to make contracts for the acquisition of goods, services, construction and facilities for the purposes of carrying on the business of the Town, where the amount of the expenditure does not exceed \$25,000.00 (not including HST), in any one case, and where such expenditure is included in the approved budget allocation.
- 3.7** The Department Heads are authorized to make contracts for the acquisition of goods, services, construction and facilities for the purposes of carrying on the business of the Department, where the amount of the expenditure does not exceed the sum of \$9,999.99 (not including HST) in any one case, and where such expenditure has been included in the approved budget allocation.
- 3.8** Department Heads may delegate the purchasing authority to designated staff within the Department commensurate with each individual's duties and responsibilities up to \$2,499.99 (not including HST) where such expenditure has been included in the approved budget allocation. At least one person in each Department should be so designated in order that unnecessary delays are eliminated when the Department Head is unavailable to authorize purchase of a routine nature. The Chief Administrative Officer shall be required to approve the person designated by the Department Heads.

4.0 GENERAL

Procurement of goods, services, construction and facilities shall be undertaken through a competitive bid process in either of three ways, depending on the dollar value:

- a. Bid by invitation
- b. Public tender
- c. Standing offer

- 4.1** The CAO shall encourage the consolidation and standardization of items used within the departments.
- 4.2** Elected Municipal Officials, employees of the Town or their agents shall not be permitted to bid on the procurement of goods and services for the Town. The terms of the Municipal Conflict of Interest Act will apply to the award of tenders by the Municipal Council.
- 4.3** Purchasing Authorities may not split purchases in order to avoid the requirements of the purchasing policy.
- 4.4** Under the direction of the CAO, purchasing authorities shall endeavor to combine the purchasing of common goods and services to achieve the most economical financial benefit to the Town. This may include co-operative purchase with other public sector agencies when it is deemed to be the most cost-efficient method of procurement.
- 4.5** The purchasing authorities shall maintain a file system which records proof of verbal and written quotations and bids.

- 4.6** The Town of Yarmouth reserves the right to reject an offer to supply goods, services, construction and facilities presented in response to the Town's procurement processes where the Town determines that the person making the offer is in any way indebted to the Town, and in its sole discretion, is of the opinion that it is in the Town's best interests that the offer be rejected. For the purpose of this section, "person making the offer" includes the person actually making the offer, whether as agent or principal, a person on whose behalf the offer is made and any related person.
- 4.7** The CAO, in consultation with the Town Solicitor, may choose to exercise any legal or equitable right of set-off against any person who becomes indebted to the Town during the provision of their services and may re-direct payments otherwise due to such person towards repayment of outstanding amounts owed to the Town.

5.0 PURCHASE TOOLS

Purchase Orders - The Purchase Order is the tool used to finalize the bid process for goods, services, construction and facilities. The Purchase Order describes the item or service to be ordered, delivery date, and the account to which the purchase will be allocated in the financial records. Where a person preparing the Purchase Order does not have the required authority, a purchase requisition shall also be prepared outlining the results of the bid process.

- 5.1** The Department heads or their designates shall then proceed to purchase the items. A Purchasing Authority's signature is required for all Purchase Orders.

6.0 THE BID PROCESS

Informal purchasing: Where the value of goods, services, construction and facilities to be purchased is less than \$2,499.99 (not including HST), in any one case, formal price comparisons are not required, although from time to time, some comparison should be done to ensure that the Town is getting the best value for the dollar. Where the value of goods and services to be purchased is between \$2,500.00 and \$ 9,999.99 (not including HST) three faxed or e-mail bids will be sought from suppliers. **Only the bid of the successful supplier will be disclosed to other bidders.**

- 6.1 Bid by Invitation:** Where the value of goods, services, construction and facilities to be purchased exceeds \$10,000.00 and less than \$ 25,000.00 (not including HST), in any one case, bids may be solicited by invitation in written form from suppliers. A minimum of three quotes will be required. **Only the bid of the successful supplier will be disclosed to other bidders.**

- 6.2 Public Tender:** Where the value of goods and services, construction and facilities to be purchased exceeds \$25,000.00 (not including HST), in any one case, public tenders shall be solicited through the public advertisement, in accordance with the "Public Tender Process" section of this Policy.

- 6.3 Agreement on Internal Trade (AIT) and the Atlantic Procurement Agreement:** For any Public tenders in which the Agreement on Internal Trade (AIT) and/or the Atlantic Procurement

Agreement apply the Town shall comply with the requirements as set forth in those Agreements.

- 6.4 Pre-Qualification of Bidders:** In order to eliminate unrealistic tenders, the Town may require in certain circumstances and as an acceptable practice, particularly for the acquisition of services in instances where relevant experience, capability, references, evaluation of project team members or other criteria are deemed to be in the best interest of the Town, tenderers to be prequalified.
- 6.5 Emergency Acquisition:** Notwithstanding the above, in the case of a pressing emergency or after business hours, where the delay resulting from inviting tenders or bids would be injurious to the public interest and/or the Town's assets, the Chief Administrative Officer or Department Head may approve the purchase and report it to the Council at the earliest date thereafter.
- 6.6 Exceptions:** There may be occasions where the comparative pricing procedures above are not appropriate for valid reasons. In such cases there may be one supplier of a particular good or service, or consideration such as warranty conditions may require that a particular purchase be sourced through a sole supplier. In the rare case, a written estimate should be obtained from the sole supplier and the Purchase Order Requisition must disclose the reason for not seeking alternative prices and shall be authorized by the Chief Administrative Officer.
- 6.7 Exemptions:** The following are exemptions to this policy for goods and services that do not require Purchase Orders:
- a. Use of Solicitor or Auditors where actual prices cannot be obtained in advance.
 - b. Use of credits cards for accommodations for elected officials and Town employees within the Province of Nova Scotia.
 - c. Use of credit cards for air travel, accommodations and meals for municipal business outside the Province of Nova Scotia.
 - d. C.O.D. Orders which are paid by using petty cash.
 - e. Online purchases or international purchases where a credit card is required.
 - f. Small and miscellaneous supplies which are paid by petty cash (under \$100.00).
- 6.8 Sole Source Purchases:** Sole Source Purchases should only occur when there is only one available supplier of a good or service that meets the needs of the municipality, subject to regular review. Negotiation should be used to complete the terms and conditions for this purchase. A single source purchase should occur when:
- a. The compatibility with existing equipment, facilities, or service is an important consideration;
 - b. An item is purchased for testing or trial use;
 - c. A statutory or market-based monopoly;
 - d. Scarcity of supply in the market;
 - e. Existence of exclusive rights (patent, copyright, or license);

- f. Need to avoid violating warranties and guarantees where service is required; and
- g. The municipality has a rental contract with a purchase option.
A single source purchase may also be considered for these circumstances:
- h. A purchase is determined by Council to be fair and reasonable and is made from a non-profit organization supported by the municipality;
- i. For matters involving security, police matters, or confidential issues, a purchase should be made to protect the confidentiality of the contractor or the municipality.

6.9 Unsolicited Quotations or Proposals: The Town of Yarmouth may, in exceptional circumstances, accept unsolicited proposals or quotations. Such acceptance shall only be through the formal approval of council. Unsolicited proposals will not be considered in any of the following circumstances:

- a. The goods and services are readily available from another source;
- b. It resembles an upcoming competitive procurement;
- c. It does not demonstrate an innovative and unique approach, or concept, or is not deemed to be of sufficient value to the Town of Yarmouth;
- d. It is beyond the financial means of the sponsoring department.

7.0 PUBLIC TENDER PROCESS

Specifications: The Department Heads shall ensure appropriate specifications are prepared for the goods and services to be acquired by tender. Specifications should be in sufficient details to allow bidders to prepare a clear and complete response. Where possible all requirements should be specific rather than implied, (i.e. insurance, warranties, environmental issues, safety requirements, quality of materials and equipment supplied,) except that from time to time the Town may solicit proposals for specific goods and services in accordance with section 8 of this policy.

7.01 Tendered Documents: Tendered documents shall include the following:

- a. Form of "Instructions to bidders",
- b. Form of "Tender",
- c. Form of "Contract Agreement",
- d. Form of "General Conditions", where required.
- e. Project drawings and/or specifications where required.

The above documents shall include, at least, the closing date and time, the fact that all tenders must be submitted in sealed envelopes, clearly marked with the purpose of the tender and include all information necessary for the tenderer to prepare the bid on the specific requirements for completion of the tendered project.

7.02 Privilege Clause: A statement shall be included in the advertisement that *"The Town of Yarmouth reserves the right to reject any or all tenders, not necessarily accept the lowest*

tender, or to accept any which it may consider to be in the best interest of the Town. The Town also reserves the right to waive formality, informality or technicality in any tender.”

7.03 Price Agreements: The Town of Yarmouth may tender for a continuous supply of goods or services through a Price Agreement. (Examples may include fuel, chemicals, de-icing materials, trades, or equipment hourly rates). Price Agreements shall be tendered for a specific period of time, using the appropriate process that would correspond with the total costs expected to be incurred during the life of the price agreement.

7.04 Tender Advertisement: When the value of the purchase is in excess of \$25,000, an advertisement on the Town of Yarmouth website and provincial procurement web portal notifying potential suppliers of the opportunity to provide specific goods, services, construction and facilities to the Town of Yarmouth, is required.

7.05 Tender Openings:

- a. All tenders solicited by the Town shall close on a weekday at 3:00 P.M.
- b. The CAO, or designated representative, shall receive all tenders at the Office of the CAO who shall stamp the time, and dates received on the envelope.
- c. No tenders shall be received by fax or electronic media, however, amendments to tenders will be accepted if the tendered price is not revealed in the fax or electronic media.
- d. All tenders will be opened immediately after the close date and time in the Town Hall in the presence of two (2) municipal staff (one of which must be CAO, Director of Finance or Department Head).
- e. The public is permitted to view the tender opening. Opened tenders will then be referred to the appropriate Department Head or staff member for review, analysis, and recommendation to the CAO who will make the appropriate written report and recommendation to Council.
- f. The Department Heads shall ensure that a record is kept of the proceeds at the opening, including the names of those persons in attendance and the amounts of the bids.
- g. Tenders received after the closing shall be returned unopened to the bidder.
- h. Any information pertaining to the tender including the names and numbers of bidders will not be divulged until the tenders are opened.

7.06 Irregularities: The following irregularities contained in bids or proposals received by the Town shall result in the following actions to be taken by the Town:

Irregularity	Action
Late Response	Automatic Rejection
Unsealed Envelopes	Automatic Rejection
Insufficient Financial Security	Automatic Rejection
Response not completed in non-erasable medium and signed in ink	Automatic Rejection

Response received on documents other than those provided by the Town	Automatic Rejection unless deemed trivial or insignificant
Financial security, corporate seal or signature of the bidder missing	Two business days to correct
BOTH corporate seal and signature of bidder missing	Automatic Rejection
Corporate seal or signature of authorized agents of bonding company missing	Automatic Rejection
Un-initialed change to responses that are minor (ex. The respondent's address is amended by over-writing but is not initialed)	Two business days to correct
Unit prices have been changed but not initialed and the contract totals are consistent with the price as amended	Two business days to initial
Unit prices have been changed but not initialed and the contract totals are not consistent with the price as amended	Automatic Rejection
Signature of Signing Officer of the company missing	Two business days to provide signature
There is a discrepancy between the total price and the unit prices	The unit price shall prevail with the total bid price being adjusted accordingly

7.07 Tender Awarding:

- a. It shall be customary to award the tender to the bidder of the lowest price meeting the specifications. However, the Town of Yarmouth reserves the right to accept or reject any offer. Further, if, in the opinion of the CAO or Department Head it would be in the best interest of the Town to reject the lowest tender and accept another tender, this may be done. In these cases the reasons for the decision must be clearly documented. The evaluation criteria in cases where other than the lowest bid will be considered shall be as follows:
 - i. Relevant experience
 - ii. References
 - iii. Past performance history
 - iv. Capability to carry out project
 - v. Whether the bid is realistic
 - vi. Completion date of bids
 - vii. Any other criteria that the Town may consider necessary that will be weighted in addition to costs.
- b. All tenders valued shall require a report from the Department Head, including a recommendation to Council for approval unless by resolution Council has previously authorized staff to award a tender or quotation.
- c. In the event that all of the bids received exceed the budgeted appropriation, the Purchasing Authority shall do one of the following:
 - i. Cancel or postpone the project

- ii. Recommend to Council that an additional allocation be made to the affected budget
- iii. Undertake negotiations in the scope of the work with the bidder submitting the lowest acceptable tender to reduce or alter the scope

7.08 The Bids: In the event that a number of suppliers submits bids in substantially the same amount, the Town may, at its discretion, call upon those Tenderers to submit further bids.

7.09 Tender/Contract Security:

- a. All projects with a value of less than \$50,000.00 shall require a Bid Security of 10% of the bid (in the form of a certified cheque, money order or bid bond) which must be included with the tender submittal. Projects with a value of less than \$50,000.00 shall not require an additional Contract Performance Security following awarding of the contract as the bid deposit will be held by the Town for a period of forty-five (45) days after the work (including deficiencies) under the contract is completed and approved.
- b. All projects with a value over \$50,000.00 shall require, in addition to the Bid Security, an additional Contract Performance Bond (50% materials/50% labour) which must be submitted to the Town following awarding of the contract prior to commencement of any work on the project. This Contract Security will be held by the Town for a minimum period of ninety (90) days unless otherwise specified in the Tender Documents.
- c. Tender/Contract Security shall not apply to the purchase of machinery and equipment, or materials, purchased separate from a project contract or purchase of professional services such as consultants, engineers, architects, surveyors or solicitors when contracted to carry out studies, design, research, reports, etc. AND exemption from the required contract security is approved by the CAO.

7.10 Return of Tender Security: Tender security will be returned to:

- a. all except of three lowest acceptable Tenderers within 10 days of Tender Opening
- b. b. two remaining unsuccessful Tenders within 14 days of date of Award
- c. c. successful Tenderer after received by Owner of executed Agreement, Contract Security and Insurance documents.

7.11 Informal or Unbalanced Tenders: Tenders which are in the opinion of the Owner are considered to be informal, unbalanced or not in accordance with any aspect of the Tender Documents may be rejected.

7.12 Contract Insurance: The Town of Yarmouth shall require the contractor to provide a certificate of insurance with a minimum of \$2 Million in liability coverage. If the contract extends beyond the expiry of the contractor's insurance, a second certificate will be required. The Town of Yarmouth shall be added to the certificate as a named insured. The successful tenderer shall not commence work under the Contract until satisfactory proof of insurance has been submitted to the Town.

- 7.13 Workers Compensation Act:** The Town of Yarmouth will require that successful tenderers furnish evidence of coverage under the Worker's Compensation Act and a clearance certificate indicating that the tenderer and any other subcontractors involved in the project have appropriate coverage in effect with the Worker's Compensation Board.
- 7.14 Occupational Health & Safety:** Contractors providing services on a Town of Yarmouth worksite or in public places under the control of the Town of Yarmouth are required to enter into a Contractor Safety Agreement with the Town of Yarmouth. The contractor shall submit a copy of their Occupational Health and Safety policy, their job specific hazard assessment, site specific traffic control plan and their relevant safe work practices and job procedures to the Town of Yarmouth prior to commencing work.
- 7.15 Amendment or Withdrawal of Tender:** Tenders may be amended or withdrawn by letter, e-mail or facsimile. Amendment of individual unit prices is the only acceptable price amendment. Amendments shall not disclose either original or revised total price and shall be submitted in the form specified in the "Information to Tenders" section of the contract documents.
- 7.16 Purchase Orders/Contract:** After approval, a formal contract or a Purchase Order shall be prepared for the total amount of the goods and services which is to be signed by the appropriate authority and successful bidder.
- 7.17 Progress Payments:** All progress payments submitted for payment on tendered projects shall be approved by the consultant (if any) and the responsible Department Head. All necessary and applicable areas of the approval stamp must be completed before payment can be processed.

8.0 REQUEST FOR PROPOSALS

A Request for Proposal (RFP) may be used to invite suppliers, consultants, or contractors to propose a solution to a Town problem, requirement or objective. The RFP shall generally describe the scope of the work or goods entailed, and would invite written proposals from prospective proponents.

- 8.1** The purchasing authority may stipulate an amount for the services to enable a more fair evaluation of the proposals.
- 8.2** Proposals received through this process are not required to be opened in public.
- 8.3** The selection of the successful bidder shall be based on consideration of a number of relative factors, and shall not be selected on the basis of price alone. The RFP must itemize the other factors upon which the proposal will be evaluated in order of relative importance. Each proposal will be evaluated and scored using a point scale that has been developed prior to issuing the RFP. The authority is then authorized to negotiate a final contract with the selected bidder.
- 8.4** All final contracts valued in excess of \$25,000.00 (not including HST) require the approval of Town Council.

8.5 All policies relating to the Public Tender Process (Section 6), shall apply to the RFP process, except as otherwise noted in this policy.

9.0 STANDING OFFERS

9.1 Standing offers may be used for purchases of any value. A standing offer is a source of supply available to the Town either through a standing price agreement with a supplier or as a member of a larger group of purchasers.

9.2 Standing offers include:

- a. a standing agreement between the Town and a supplier in which the supplier commits to providing specified goods or services at a specific price for a specific period of time;
- b. equipment leasing programs through the Government of Nova Scotia;
- c. Nova Scotia Provincial "standing offers" administered by the Nova Scotia Government;
- d. supplies and services available from the Nova Scotia Government;
- e. a procurement program administered by the Nova Scotia Federation of Municipalities or the Association of Municipal Administrators;
- f. any other program available to several municipal units and other public sector entities such as hospitals and school boards.

10.0 GRANTS TO COMMUNITY GROUPS, CLUB, OR NON-PROFIT ORGANIZATIONS

Any community group, organization, club or non-profit organization receiving funding from the Town of Yarmouth for projects requiring the procurement of goods, services, construction and facilities for Capital projects over \$25,000.00 must use a procurement practice which meets or exceeds those used by the Town. A copy of the Town's policy will be provided to the group or organization.

11.0 SURPLUS MATERIAL

Goods, supplies and assets which are declared surplus by the Department Head shall be offered to other departments of the Town of Yarmouth, or sold in the most efficient manner to obtain the highest return, by Tender, auction, negotiation or quotation. The CAO may award the disposal of surplus materials under \$1,000.00 without competition to any non-profit corporation, association, or entity, or any Town, Crown Corporation, School Board or level of government.

11.1 Elected officials, employees, or their agents shall not be permitted to bid on the purchase of surplus material. The terms of the Municipal Conflict of Interest Act will apply to the disposal of surplus goods, supplies and assets of the Town of Yarmouth.

12.0 PROFESSIONAL SERVICES

Professional services include auditing, banking, legal and insurances.

12.1 Generally these services will be subject to a Request for Proposal process. These services may be contracted on a term of not less than 10 years, on terms satisfactory to the Town of Yarmouth and based upon qualifications, experience, services offered, past performance, proposed fees and other relevant considerations.

12.2 The Chief Administrative Officer and appropriate Department Head are responsible to prepare the specifications for these services, call for proposals, carry out the necessary interviews, and prepare a recommendation for council approval.

13.0 SUPPLIER/CONTRACTOR PERFORMANCE

Supplier/Contractor may be subject to disqualification if there is sufficient evidence of consistent failure to meet the standards specified by the Town of Yarmouth.

13.1 The Department Heads will maintain supplier/contractor performance files. Information in this file is supplied by the requisitioner, receivers, and the purchasing authority. Suppliers/Contractors may be evaluated based on competitive price quality of a product, contract adherence and performance, after sales service and replies to invited tenders.

13.2 Upon reasonable notice in writing to the supplier/contractor involved, and after reasonable opportunity for response, a supplier/contractor can be disqualified for a period not exceeding three years from participation in a solicitation for goods or services.

13.3 Suppliers/Contractors may be disqualified when:

- a. Conviction for a criminal offence of a person or a director or official or such person relating to obtaining or attempting to obtain a contract or subcontract.
- b. An indication of lack of business integrity or honesty which directly and seriously affect the responsibility of the contractor.
- c. Serious breach of contract indicating unwillingness to perform a contract in accordance with the terms and conditions or specifications or a record of unsatisfactory performance of one or more contracts in accordance with the terms and conditions thereof or in accordance with its specification or both.
- d. The offer of any gratuity to an official or employee of the Town by a supplier or contractor for consideration.

13.4 A written decision shall be issued to the person disqualified or suspended setting out its reasons for disqualification or suspension, to the usual business address of that person as shown in the records of the Town of Yarmouth. Disqualification will be approved by Town Council.

14.0 RECEIPT OF GOODS & SERVICES

Immediately upon the receipt of goods, authorized staff shall ascertain that the goods are received as ordered, relating to quantity and condition. Rejection of delivery shall be reported to the purchasing authority and to Accounts Payable.

- 14.1** Receipt of goods and services shall be acknowledged to Accounts Payable.
- 14.2** Services received may not have a receiving report, and in those cases the purchasing authority's signature on the invoice shall signify that the service has been provided in an acceptable manner and is approved for payment.
- 14.3** If goods are received in an unacceptable condition, the receiver shall note the exceptions on the packing slip or invoices. The supplier and the carrier shall be notified of the situation.

15.0 PAYMENT FOR GOODS & SERVICES

Payment may be made to the supplier if the supplier invoice is accompanied by evidence of receipt, a purchase order and approval of the purchasing authority.

- 15.1** The Director of Finance or a designate shall verify that all appropriate steps and approvals for the acquisition of the goods are in place.

16.0 ACCOUNTING

A copy of the Purchase Order will be forwarded to the supplier.

- 16.1** At a minimum when receiving goods on behalf of the Town of Yarmouth the following functions should be performed:
- a. The packing slip should be examined.
 - b. Quantities indicated on this packing slip should be verified by physical count
 - c. Physical condition of goods received should be examined to ensure that there are no damaged goods and if the order is damaged that appropriate steps are taken immediately to ensure liability for the damage is identified. This would normally entail either bringing the damage to the attention of the shipper and possibly filling out a damage report or refusing the order.
 - d. Signing the packing slip to indicate that the necessary verification and receiving functions have been performed.
- 16.2** When the invoice is received, all necessary steps will be completed at that time including:
- a. **Confirm prices match the purchase order.** Any differences are to be followed up at that time.
 - b. Verify invoice for overall clerical accuracy.
 - c. Confirm appropriate account distribution are made.
- 16.3** Upon completion of the above process, payment can be made by the accounts payable clerk.

17.0 DESIGNATED LEVELS

Chief Administrative Officer (\$ 49,999.99)
Director of Finance (\$ 14,999.99)

Intermediate Accountant (\$ 4,999.99)
Director of Planning and Development (\$ 14,999.99)
Director of Operational Services (\$ 14,999.99)
Supervisors (\$ 4,999.99)
Director of Fire Services (\$ 14,999.99)
Shift Supervisor (\$ 4,999.99)
Town Engineer (\$ 14,999.99)
ODRC (\$ 4,999.99)

18.0 PURCHASE OF TOWN-ISSUED DEVICES UPON RETIREMENT

18.01 Despite other provisions governing the disposal of surplus assets, a retiring Town employee or member of Council may be permitted to purchase a Town-issued mobile telephone, laptop computer or tablet that was assigned primarily for their use. This provision recognizes that these devices may have limited value to the Town after reassignment, data removal and preparation for use by another person.

18.02 Eligibility

A purchase may be approved where:

- a. the individual is voluntarily retiring from employment with the Town or retiring from municipal office and is not seeking re-election;
- b. the device was assigned primarily to that individual;
- c. the device is no longer required for operational purposes;
- d. the Town does not intend to reassign the device to another employee or member of Council;
- e. the device is owned by the Town and is not leased, financed or subject to a return requirement;
- f. the device is not required to preserve evidence, respond to an access-to-information request, comply with a litigation hold or support an investigation, audit or legal proceeding; and
- g. the purchase is approved in accordance with this section.

Participation is optional. No employee or member of Council has a right to purchase a Town-issued device.

18.03 Purchase Price

The purchase price shall be the device's undepreciated value, calculated using straight-line depreciation of 25% of the Town's original acquisition cost for each completed year following the date the device was acquired.

Age of Device	Purchase Price
Less than one year	100% of original cost
One year to less than two years	75% of original cost
Two years to less than three years	50% of original cost
Three years to less than four years	25% of original cost
Four years or more	Fully depreciated

- a. A fully depreciated device may be transferred for a nominal price of \$1.00.
- b. The original acquisition cost shall exclude the cost of cellular service, software subscriptions, accessories not included in the sale, extended warranties and other ongoing or incidental costs. Applicable taxes shall be added to the purchase price.
- c. The Chief Administrative Officer may require a higher purchase price where necessary to comply with applicable tax legislation or where the device's fair market value is materially greater than its calculated undepreciated value.

18.04 Approval

The purchase of a device by:

- a. a retiring employee shall require approval from the employee's Director and the Chief Administrative Officer or designate.
- b. the Chief Administrative Officer shall require approval by Council.
- c. a retiring member of Council shall require approval by the Chief Administrative Officer or designate.

The approving authority may refuse the sale where retaining, reassigning, returning, recycling or otherwise disposing of the device would better serve the Town's operational, financial, security or legal interests.

18.05 Preservation of Town Records

Before ownership is transferred:

- a. the retiring individual shall return the device to the Town's information technology service provider or other authorized person;
- b. all Town records shall be identified, preserved and transferred to an approved Town information system or records repository;
- c. Town records shall not be deleted solely because the individual is retiring or purchasing the device;
- d. records shall be retained or disposed of only in accordance with the Town's records-management requirements and applicable law; and
- e. the Town may retain the device for as long as reasonably necessary to preserve or retrieve records.

- f. Town records include emails, text messages, photographs, contact information, calendar entries, documents, applications, voicemails and other information created, received or stored in connection with Town business.

18.06 Removal of Town Information and Access

The Town's information technology service provider or other authorized person shall, before the device is transferred:

- a. remove all Town documents, email accounts, user profiles, passwords, encryption keys and authentication credentials;
- b. remove Town-owned or Town-licensed applications and software, unless the applicable licence may lawfully be transferred;
- c. remove access to Town networks, cloud services, shared drives, databases and other information systems;
- d. remove the device from mobile-device management, remote-management and security systems;
- e. remove or replace any Town-owned SIM card, telephone number or service account;
- f. complete a secure factory reset or other appropriate data-erasure process; and
- g. confirm that the device no longer provides access to confidential, personal, privileged or security-sensitive information.

The Town may retain the device's storage drive or other component where secure erasure cannot reasonably be confirmed. Any replacement component required for the purchaser's personal use shall be at the purchaser's expense.

18.07 Telephone Numbers and Service Plans

The transfer of a mobile telephone does not automatically include the transfer of its telephone number or cellular service plan. A Town-owned telephone number may be transferred only where:

- a. the Chief Administrative Officer or designate determines that the number is not required for Town business;
- b. the service provider permits the transfer;
- c. the transfer will not create operational, privacy or security concerns; and
- d. the purchaser assumes all future costs and obligations associated with the number and service.

The Town may retain and reassign any telephone number that has been publicly used for Town business.

18.08 Personal Information

The retiring individual is responsible for identifying and removing personal information from the device before returning it to the Town for processing. The Town does not guarantee that personal information will be preserved during data extraction, security review or factory resetting.

The Town and its information technology service provider may access and review information stored on a Town-owned device as reasonably necessary to preserve Town records and complete the transfer.

18.09 Condition of Sale

The device shall be sold:

- a. in its existing condition after the required data-removal and security processes have been completed;
- b. without representation or warranty regarding its condition, performance, remaining useful life or compatibility;
- c. without ongoing technical support from the Town;
- d. without Town-owned software licences, service agreements or subscriptions unless expressly stated; and
- e. with only those accessories specifically identified in the sale.

Once transferred, all repair, maintenance, licensing, service, security and disposal costs are the purchaser's responsibility. The sale is final.

18.10 Payment and Transfer

The purchase price and applicable taxes must be paid in full before ownership and possession are transferred. Payment may not be made through an unauthorized payroll deduction, reduction of another amount owed by the Town or exchange for unused leave or benefits.

The purchaser shall sign an acknowledgment confirming:

- a. the device has been received in its existing condition;
- b. the Town provides no warranty or continuing support;
- c. Town information and software have been removed;
- d. the purchaser has no continuing right to access Town systems or information; and
- e. the purchaser assumes responsibility for the device following transfer.

18.11 Exceptions and Compliance

A sale under this section remains subject to applicable municipal, tax, records-management, privacy and conflict-of-interest requirements. The Town may establish administrative procedures and forms to implement this section.

Any exception to this section involving an employee requires approval of the Chief Administrative Officer. An exception involving the Chief Administrative Officer or a member of Council requires approval by Council. A member of Council seeking to purchase a device shall not participate in Council's consideration of an exception relating to that purchase.

Clerk's Annotation for Official Policy Book

Date of Adoption: March 8th, 2012

Date of Notice to Council Members of Intent to Consider:

Date of Passage: March 8th, 2012

Date of Amended Policy: February 10th, 2022

Date of Amended Policy: April 13th, 2023 (Standing Offers)

I certify that this 'Procurement Policy' was adopted by Council as indicated above.

Town Clerk:

Date: