

THE CORPORATION OF THE TOWNSHIP OF SCUGOG

BY-LAW NUMBER 51-18

BEING A BY-LAW TO PROVIDE FOR THE PROCUREMENT OF GOODS AND
/ OR SERVICES

WHEREAS the Municipal Act, 2001, section 270 (1) (3) requires a municipality to adopt and maintain a policy with respect to the procurement of goods and services;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SCUGOG Enacts As Follows:

1. Purpose

- 1.1. To express the Township's goals and objectives in relation to its procurement of goods, services and construction.

2. Goals

- 2.1. To encourage competition among Contractors / Suppliers;
- 2.2. To maximize cost savings for taxpayers;
- 2.3. To obtain the highest quality goods, services or construction at the least possible cost;
- 2.4. To ensure fairness among bidders;
- 2.5. To encourage the purchase of goods, services, or construction which are environmentally preferred;
- 2.6. To incorporate the requirements of the Accessibility for Ontarians with Disabilities Act with the purchase of goods, services, or construction; and
- 2.7. To ensure fairness, objectivity, accountability and transparency in the procurement process, while protecting the financial and operational best interests of the Township

3. Definitions

- 3.1. **Accessibility** (as defined in the Ontario Public Service Diversity and Inclusion Lexicon) is a general term used to describe the degree of ease that something (e.g. device, service, and environment) can be used and enjoyed by persons with a disability. The term implies conscious planning, design and/or effort to ensure it is barrier free to persons with a disability, and by extension, highly usable and practical for the general population as well;
- 3.2. **Agreement** means a formal written document entered into at the end of the procurement process;
- 3.3. **Award** means the authorization to proceed with the purchase of goods, services or construction;
- 3.4. **Bid** means a submission received in response to a call for bids;

- 3.5. **Bidder** means a person, firm or corporation that submits a bid in response to a call for bids;
- 3.6. **Bid Document** means a Request for Tender, Request for Quotation, Request for Proposal or other documents that state, the Township's desire to buy or to consider buying and Bidders/Proponent's offer to sell to the Township, the goods/services defined in the specifications;
- 3.7. **Bid Evaluation Committee** means the committee established under section 18 of this by-law;
- 3.8. **Bid Irregularity** means a deviation between the requirements of the Bid Document request and the information provided in the Bid response;
- 3.9. **Budget** refers to the Council approved annual budgets;
- 3.10. **Call For Bids** means a formal request for bids and includes a Request For Quotations, a Request For Tenders and a Request For Proposals;
- 3.11. **Chief Administrative Officer (CAO)** means the person appointed as the Chief Administrative Officer by Council and includes a designated person;
- 3.12. **Clerk** means the person appointed as the Clerk by Council and includes a designated person;
- 3.13. **Company** means the person, contractor, consultant, firm or corporation that submits a bid in response to a call for bids and to whom the Township may award the contract, its successors and assigns;
- 3.14. **Construction** means construction, reconstruction, demolition, repair or renovation of a building or structure and includes site preparation, excavation, drilling, seismic investigation, soil investigation, the supply of products and materials and the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures to a building or structure;
- 3.15. **Consulting And Professional Services** means those services requiring the skills of a professional for a defined service and includes the services of architects, engineers, designers, surveyors, planners, accountants, auditors, management professionals marketing professionals, software and information technology experts, financial consultants, lawyers, law firms, real estate agents and brokers, environmental planners and engineers, hydrogeologists, transportation planners and engineers, communications consultants and any other consulting services which may be required by the Township;
- 3.16. **Contract** means a binding agreement between two or more parties that creates an obligation to provide a particular good/service;
- 3.17. **Contractor** means the bidder to whom a contract is awarded;
- 3.18. **Council** means the Council of the Corporation of the Township of Scugog;
- 3.19. **Department** means a department as established by the Township from time to time;
- 3.20. **Department Head** means any officer or employee of the Township who is designated as the head of a department;

- 3.21. **Emergency** means an event or circumstance where the immediate purchase of goods, services or construction is necessary to prevent or alleviate serious delay, a threat to public health, safety or welfare, the disruption of essential services or damage to public property or any other expenditure that is necessary to respond to any such event;
- 3.22. **EOI** means Expression of Interest, a process whereby the Township uses a focused market research tool to determine Bidder interest in the proposed procurement;
- 3.23. **Expanded Works** means an approved construction project in which an unexpected problem arises during construction, which does not expand the scope of the project but is necessary to deliver the original approved work;
- 3.24. **Goods** means personal property, including raw materials, products, supplies, equipment and other physical objects of every kind and description;
- 3.25. **Mayor** means the elected Head of Council of the Township of Scugog;
- 3.26. **MFIPPA**: means Municipal Freedom of Information and Privacy Protection Act;
- 3.27. **Procurement Process** is the method selected in the procurement of a good and/or service;
- 3.28. **Proposal** means a submission received in response to a request for proposals, acceptance of which may be subject to further negotiation;
- 3.29. **Purchase Order** means a written order to a contractor setting out the terms and conditions for the purchase of goods, services or construction;
- 3.30. **Quotation** means a binding offer received in response to a Request For Quotations;
- 3.31. **Request For Expressions Of Interest (RFEOI)** means a request made by the Township for the purpose of compiling a list of persons, firms or corporations who may be interested in providing goods, services or construction to the Township;
- 3.32. **Request For Pre-Qualification (RPQ)** means a request for the submission of information from potential bidders, including the experience, financial strength, education, background and personnel of persons, firms or corporations who may qualify to supply goods, services or construction to the Township;
- 3.33. **Request For Proposals (RFP)** means a request for proposals made pursuant to this by-law;
- 3.34. **Request For Quotations (RFQ)** means a request for quotations made pursuant to this by-law;
- 3.35. **Request For Tenders (RFT)** means a request for Tenders made pursuant to this by-law;
- 3.36. **Responsive** means that a bid has complied in all material respects with the requirements set out in the call for bids documentation;

- 3.37. **Services** means the services to be provided under a contract and includes consulting and professional services;
- 3.38. **Single Source Purchase** means the procurement of goods/services from a particular Bidder/Proponent rather than through the solicitation of Bids from multiple Bidders/Proponents who can also provide the same/similar goods/services;
- 3.39. **Sole Source Purchase** means the procurement of goods/services that are unique to a particular Bidder/Proponent and cannot be obtained from another source;
- 3.40. **Standing Agreement** means an agreement between the Township and a contractor resulting from a call for bids, under which the contractor agrees to provide goods, services or construction, as and when needed by the Township, at a pre- determined price, for a pre-determined period of time, upon pre-determined terms and conditions;
- 3.41. **Supplier** means any individual or legal entity that is available to provide goods, services or construction to the Township;
- 3.42. **Tender** means a submission received in response to a request for tenders;
- 3.43. **Time Sensitive Works** means work for which the timing to initiate and/or complete the purchase is paramount but the time available to follow normal procedures is insufficient;
- 3.44. **Total Cost** means the contract cost for the full term of the contract, including all applicable taxes, but exclusive of any rebates;
- 3.45. **Township** means the Corporation of the Township of Scugog; and
- 3.46. **Work** means all labour, material, products, resources, articles, services, supplies and acts required to be done, furnished or performed by the Company, which are subject to the Contract.

4. Application

- 4.1. This by-law shall apply to the purchase of goods, services or construction for the purposes of all of the Township's departments;
- 4.2. This by-law shall not apply to the acquisition or disposal of any real property or fixtures or to any lease, right or permission relating to the use or occupation of real property.

5. Responsibilities and Authorities

- 5.1. Each Department Head shall have the responsibility and authority for the procurement of goods, services or construction for his or her department provided that:
- 5.1.1. no expenditure, purchase or commitment is incurred or made, and no account is paid by the Township for goods, services or construction, except as provided in this by-law or otherwise approved by Council; and
- 5.1.2. no Contract is entered into and no expenditure is authorized or incurred unless Council has provided funds for such purpose in the annual budget or otherwise agreed to the provision of such funds and no expenditure is authorized or incurred in excess of the funds provided unless otherwise authorized under this by- law.

- 5.2. Each Department Head shall have the responsibility and authority for the procurement of goods, services or construction for his or her department including, without limitation:
 - 5.2.1. preparing reports to Council where such reports are required to be submitted to Council under this by-law; and,
 - 5.2.2. disposing of surplus stock as per the Sale of Assets Policy.
- 5.3. The Director of Finance shall be responsible for:
 - 5.3.1. providing procurement advice to those responsible to prepare calls for bids within the Township;
 - 5.3.2. ensuring that calls for bids issued by the Township generally comply with the requirements of this by-law;
 - 5.3.3. developing co-operative purchasing plans with other municipalities, boards, agencies, commissions, or private sector entities where such plans are determined to be in the best interests of the Township;
 - 5.3.4. standardizing the procurement procedures within the Township.
- 5.4. Where any person is authorized to take any action pursuant to this by-law, such action may be taken by that person's authorized designate;
- 5.5. Where any authority has been delegated to any officer or employee of the Township pursuant to this by-law, such delegation shall be deemed to also authorize the Chief Administrative Officer to exercise such power if necessary.

6. Restrictions and Exceptions

- 6.1. The procurement procedures set out in this by-law shall not apply to the purchase of those goods and services set out in Schedule A (Exclusions), provided that the Total Cost of the purchase does not exceed the amount approved in the annual budget;
- 6.2. No procurement of goods, services or construction shall be divided into two or more parts for the purpose of avoiding the application of this by-law;
- 6.3. No personal purchases shall be made by the Township directly or indirectly for members of Council or any appointed member of a local board or commission or for any officer or employee of the Township;
- 6.4. No Council member, officer or employee of the Township shall personally obtain any Goods that have been declared surplus unless through a public process;
- 6.5. No Township employee or member of Council may bid on any Call for Bids or sell or provide goods, services or construction to the Township outside of their employment with the Township;
- 6.6. All procurement undertaken by the Township shall be done in accordance with the Township's Code of Conduct;
- 6.7. Any form of communication, lobbying or any other attempt at influencing the results of the procurement processes by a Bidder with an employee and/or Council of the Township will result in disqualification of that Bidder;

- 6.8. Where the Township is pursuing a claim against a Supplier in contract or tort, or where a Supplier is pursuing a similar claim against the Township, the Supplier shall not be eligible to respond to any Call for Bids for Goods, Services or Construction, unless the Chief Administrative Officer determines that it is in the best interests of the Township to do so.

7. Pre-Qualification

Request for Expressions of Interest

- 7.1. The Departmental Head responsible for the purchase of Goods, Services or Construction may conduct a Request for Expressions of Interest for the purpose of determining the availability of any goods, services or construction.
- 7.2. The receipt of a submission in response to a Request For Expressions Of Interest shall not create any Contractual obligation on the part of the Township.
- 7.3. A Request for Expressions of Interest may be conducted as a pre-condition to another procurement procedure set out in this by-law.

Request for Pre-qualification

- 7.4. The Departmental Head responsible for the purchase of goods and/or services may conduct a Request For Pre-Qualification for any goods, services or construction for the purpose of selecting qualified Bidders to respond to a Call For Bids, if the nature of the work to be performed requires ascertainable minimum standard.
- 7.5. When a Request For Pre-Qualification is issued, a pre-qualification Bid document shall be provided to potential Bidders setting out the criteria for pre-qualification, which may include:
 - 7.5.1. experience of similar work;
 - 7.5.2. references provided from customers in respect of similar work;
 - 7.5.3. verification of applicable licenses and certificates, if applicable; and
 - 7.5.4. financial capability of the Bidder.
- 7.6. The selection of potential Bidders following a Request For Pre-Qualification shall not create any Contractual obligation between the Township and any pre-qualified Bidder.

8. Authorization of Purchases

Purchase Orders

- 8.1. Purchase Orders shall not be required for purchases under five thousand dollars (<5,000) although a Departmental Head may determine that a Purchase Order is needed for certain purchases.

Purchases Exceeding \$5,000 but not Exceeding \$25,000

- 8.2. Where the total cost of any goods, services or construction does not exceed twenty-five thousand dollars (\$25,000), an oral Quotation shall

be obtained from at least two (2) Suppliers, and a Purchasing Quotation Summary form (Schedule B) shall be completed;

- 8.3. In any circumstance where it appears desirable to the Township, the Township may require a Quotation under section 8.2, above, to be in writing;
- 8.4. Proposed purchases from Suppliers having a Standing Agreement with the Township or those who have been pre-qualified through a co-operative purchasing group to which the Township belongs shall not require the completion of a Purchasing Quotation Summary form.

Purchases Exceeding \$25,000 but not Exceeding \$50,000

- 8.5. Where the Total Cost of any goods, services or construction is anticipated to exceed twenty-five thousand dollars (\$25,000), but does not exceed fifty thousand dollars (\$50,000), a Request For Quotations shall be issued, provided that the proposed purchase comes within the approved budget appropriations;
- 8.6. The Township may, in its discretion, issue a Request For Tenders or a Request For Proposals for any purchase below fifty thousand dollars (\$50,000);
- 8.7. Where a Request for Tenders or a Request for Proposals is not issued, a minimum of three (3) Quotations shall be requested, which must be received in writing;
- 8.8. Where the specifications for the goods, services, or construction proposed to be purchased are fixed and they are not open to interpretation or confusion, the Township may orally request that Suppliers submit their Quotation in writing and a Purchasing Quotation Summary form (Schedule B) shall be completed;
- 8.9. Where the specifications for the goods, services, or construction proposed to be purchased are highly technical and they may be subject to interpretation or confusion, the Township shall issue a Request for Quotations in writing describing the details of the proposed specifications, and requiring that Suppliers submit their Quotation in writing. For clarity, a Request for Quotations document shall not be required to reflect the formal requirements normally associated with a Request For Tenders document;
- 8.10. In any circumstance where the lowest Quotation exceeds fifty thousand dollars (\$50,000), provided that the proposed purchase comes within the approved budget appropriations of the Township, the proposed purchase shall be subject to the approval of the Chief Administrative Officer and the Director of Finance.

Purchases Exceeding \$50,000

- 8.11. Where the total cost of any goods, services or construction exceeds fifty thousand dollars (\$50,000), either a Request For Tenders or a Request For Proposals shall be issued, provided that the proposed purchase comes within the approved budget appropriations.
- 8.12. A Request For Tenders or Request For Proposals shall comply with the following process:
 - 8.12.1. the scope of the goods, services or construction shall be set out in the Call For Bids documentation;

- 8.12.2. the form of the Call For Bids shall, to the extent possible, use standardized documentation;
- 8.12.3. the Call For Bids documentation shall be circulated and advertised using electronic bidding to ensure the best, and most competitive response to the Call For Bids;
- 8.12.4. evaluation criteria and weightings shall be established prior to the Call For Bids and the Call For Bids documentation shall clearly specify how each of the applicable criteria shall be utilized in evaluating the Bids;
- 8.12.5. Bids shall be publicly opened on the specified date, at the specified time;
- 8.12.6. all Bid amounts shall be recorded for Requests for Tenders and all Proponents shall be recorded for Request for Proposals;
- 8.12.7. all Bids shall be fairly and completely evaluated on the basis of an open, fair and transparent process, as the circumstances will reasonably allow;
- 8.12.8. the evaluation of each Bid shall be recorded using a standardized form of evaluation record;
- 8.12.9. the evaluation record shall be stored and shall only be destroyed in accordance with the Township's records retention by-law and procedures; and
- 8.12.10. any irregularities shall be referred to the Bid Evaluation Committee.

Request for Tenders

- 8.13. A Request For Tenders shall be issued where the following criteria apply:
 - 8.13.1. two or more sources are considered capable of supplying the goods, services or construction;
 - 8.13.2. the goods, services or construction are clearly ascertainable and permit the evaluation of Bids against applicable specifications; and
 - 8.13.3. the market conditions are such that Bids can be submitted on a competitive pricing basis.

Request for Proposal

- 8.14. A Request for Proposal shall be issued where the goods, services or construction cannot be specifically defined and it is anticipated that Bidders may propose a variety of alternatives to fulfill the Township's requirements
- 8.15. Council shall Award the Contract in accordance with the recommendation made to it by the Bid Evaluation Committee or person responsible for the purchases of goods, services or construction, provided that Council shall have the authority to reject such recommendation where the procedures prescribed in this by-law or the specific Call for Bids have not been complied with, or for any other grounds for which the authority is set out in this by-law.

9. Standing Agreements

- 9.1. A Call for Bids may be issued for the purpose of establishing the terms of an agreement for the purchase of specified Goods, Services or Construction for a specified time;
- 9.2. The Township shall have no obligation to any Supplier to order any Goods, Services or Construction under a Standing Agreement;
- 9.3. Where the Township establishes a Standing Agreement, the Township shall refresh the Standing Agreement at least once every three years, making it possible for new Suppliers to be included in the Standing Agreement;
- 9.4. The Department Head shall annually provide a list of Standing Agreements to the CAO for review.

10. Emergency, Single and Sole Source Purchases

- 10.1. Notwithstanding any other requirement of this by-law, circumstances may arise where competitive tendering is undesirable and a proposed procurement excluded from the requirement to obtain competitive Bids, or where direct negotiations are appropriate, provided that such measures are not taken for the purpose of avoiding competition, discriminating against any Supplier, or circumventing any requirement of this by-law. Such circumstances include the following:
 - 10.1.1. In the event of an Emergency, a purchase of goods and/or services may be made by the Department Head, or his delegate, in which case the goods, services or construction shall be acquired by the most expedient and economical means, when the immediate purchase is essential to prevent serious delays in the work of any department which might involve: danger to life, damage to property, costly downtime, or the provision of essential service.
 - 10.1.2. For emergency purchases greater than ten thousand dollars (>\$10,000), an information report to Council shall be prepared by the appropriate Departmental Head as soon as possible following the Emergency, setting out the nature of the Emergency and the necessity of the action taken as a result.
- 10.2. Conditions may dictate the conduct of negotiations for the acquisition of goods, services or construction, provided that the Department Head has received either verbal or written authorization from the Chief Administrative Office prior to the start of negotiations with any Supplier. Negotiations may be authorized when any of the following conditions apply:
 - 10.2.1. The goods or services are judged to be in short supply due to market conditions;
 - 10.2.2. There is a statutory or market based monopoly;
 - 10.2.3. The existence of exclusive rights (patents, copyright or licence) ;
 - 10.2.4. Where there is only one known source for the goods or services (sole source);

- 10.2.5. The need for compatibility with goods/services previously acquired and there are no reasonable alternatives, substitutes or accommodations;
- 10.2.6. The need to avoid violating warranties and guarantees where service/support is required;
- 10.2.7. The required goods/services are to be supplied by a particular bidder/proponent having special knowledge, skill, expertise or experience, which cannot be provided by any other person;
- 10.2.8. The nature of the requirement is such that it would not be in the public interest to solicit competitive Bids, as in the case of security or confidential matters
- 10.2.9. When two or more identical Bids have been received;
- 10.2.10. When a Call for Bids has been issued and no bids are received;
- 10.2.11. Where the lowest Bid received meeting specifications is excessive in Total Cost or substantially exceeds the Township's estimated costs;
- 10.2.12. When all Bids received fail to meet the specifications or terms of conditions of the Bid document and it is impractical to recall the process;
- 10.2.13. When a single source is being recommended because it is more cost effective or beneficial for the Township;
- 10.2.14. For the extension of a Contract that has expired and unforeseeable circumstances have caused a delay in issuing a new Tender/Request For Proposal process;
- 10.2.15. There is a Time-Sensitive Works situation, as defined in section 3, above;
- 10.2.16. There is an Expanded Works, as defined in section 3 above; and
- 10.2.17. Single or Sole source purchases greater than twenty five thousand (>\$25,000) require a report to Council for authorization.

11. Contingencies

- 11.1. Where any purchase of goods, services or construction has been authorized under this by-law, the Chief Administrative Officer may authorize disbursement of additional funds, provided that such additional funds shall not exceed fifteen percent (15%) of the Total Cost of the original Contract, and provided that the additional funds are required to complete the work set out in the original Contract.
- 11.2. The Chief Administrative Officer may authorize any expenditure under section 11.1, above, of this by-law, irrespective of the Total Cost of the original Contract.

12. Purchase of Additional Goods, Services or Construction

- 12.1. Where goods, services or construction have been purchased under this by-law, no similar, additional or related goods, services or

construction shall be purchased from the same Contractor, whether by way of Contract extension, renewal, or separate purchase, unless:

- 12.1.1. a report is submitted to Council; or
 - 12.1.2. the procurement procedures set out in this by-law are complied with as if the additional purchase is a new Contract; or
 - 12.1.3. the Total Cost of the additional goods, services or construction does not exceed fifteen percent (15%) of the Total Cost of the original Contract; or
 - 12.1.4. the Total Cost of the additional goods, services or construction is to be paid in full by a third party, and security to ensure payment is in place, to the satisfaction of the Director of Finance; or
 - 12.1.5. the purchase is part of a standing agreement.
- 12.2. Any amount authorized under section 12.1 of this by-law may be expended in addition to any contingency allowance authorized under section 11.1 of this by-law and may be authorized by the Chief Administrative Officer irrespective of the Total Cost of the original Contract.
- 12.3. Despite section 12.1 of this by-law, the Director of Finance and the Chief Administrative Officer may jointly authorize the purchase of additional Goods, Services or Construction provided that:
- 12.3.1. the requirement for the additional goods, services or construction could not reasonably have been anticipated at the time of the Award of the original Contract;
 - 12.3.2. the authorization to purchase the additional goods, services or construction is required to prevent interruption in service delay or to avoid incurring extra costs; and
 - 12.3.3. Council is notified before the purchase is made in a form prescribed by the Director of Finance.
- 12.4. A report shall be submitted to Council by the Department Head to advise of any expenditure made under section 12.2 and 12.3 of this by-law.

13. Contract Award Approval Levels

- 13.1. In determining the appropriate authority level, the Contract purchase value shall be considered to include all applicable costs (ie Freight costs, taxes) in the acquisition of the Goods/Services for the entire time period the Contract is being awarded to a particular Bidder/Proponent;
- 13.2. Authority is granted to the staff to award or enter into contracts that are within budget and are awarded to the lowest compliant Bidder or highest scoring compliant Proponent, as detailed in Schedule E;
- 13.3. The following contracts must be awarded by Council:
 - 13.3.1. All contracts in excess of fifty thousand dollars (\$50,000);
 - 13.3.2. All over budget capital, single source or sole source purchases in excess of twenty five thousand dollars (\$25,000);

- 13.3.3. All unbudgeted capital expenditures;
- 13.3.4. All emergency purchases in excess of ten thousand dollars (\$10,000);
- 13.3.5. Recommended award that is not to the lowest Bidder or highest scoring Proponent meeting specifications.

14. Council Recess Periods

- 14.1. Unless otherwise authorized by Council, Council's recess periods are to cover the annual summer break (July – August); Municipal Election period; and the annual Seasonal break (December – January). The following shall apply during the Council recess periods:
 - 14.1.1. The CAO and Director of Finance, or their designates, are authorized to issue Awards and enter into Contracts, provided they are within budget;
 - 14.1.2. The Mayor or Deputy Mayor and the CAO or Director of Finance, or their designates, are authorized to issue Awards and enter into Contracts if they exceed the budget or are unbudgeted;
 - 14.1.3. A report will be prepared by the applicable Department Head, and presented to Council at its first meeting following the recess period, regarding all Contract Awards that would have otherwise required Council approval prior to award, as per 13.3 above that were awarded during the recess period.

15. Unsolicited Proposals

- 15.1. Where an unsolicited Proposal is received by the Township, the Chief Administrative Officer may determine if the Proposal shall be evaluated as a Single or Sole Source Purchase.
- 15.2. If the Chief Administrative Officer determines that the unsolicited Proposal should be considered a Single or Sole Source Purchase, the Award shall be made in accordance with section 10.2 of this by-law.

16. Co-Operative Purchasing

- 16.1. The Township may participate with other municipalities, agencies and other public authorities in co-operative purchasing arrangements where the Director of Finance or Department Head determines that it is in the best interest of the Township to do so, provided that the business and legal risks of participating in a proposed co-operative arrangement have been determined.

17. Contractor Performance

- 17.1. The Department Head shall be responsible for monitoring the performance of contractors and documenting evidence of such performance.
- 17.2. The Department Head may place a Supplier's name on a list of disqualified suppliers for a period of two years on the basis of documented poor performance, non-performance, or conflict of interest. This information may be accumulated from within the Township or through reference checks. A written notice of the decision will be provided to the Supplier by the Department Head and a copy provided to the Director of Finance. From and after the delivery of such notice, the disqualified Supplier shall not be eligible to respond to any Call for Bids and shall not be eligible to provide Goods, Services

or Construction to the Township for so long as the Supplier remains on the list of disqualified Suppliers. After the aforementioned two year period, disqualified Suppliers, who are otherwise in good standing and eligible as bidders, may request that their name be removed from the list. Removal of names from the disqualification list will be at the sole and unfettered discretion of the Township.

- 17.3. The Township may, at its sole discretion, reject a Bid from a Bidder/Proponent if:
 - 17.3.1. The Bidder/Proponent has not performed works for previous Contracts in compliance with the Contractual Documents;
 - 17.3.2. The Bidder/Proponent has previously provided goods/services in an unsatisfactory manner;
 - 17.3.3. The Bidder/Proponent failed to satisfy an outstanding debt/obligation to the Township;
 - 17.3.4. The Township determines that the Bidder/Proponent does not have sufficient experience in the supply of the goods/service; or
 - 17.3.5. The Township has a concern with the financial ability of the Bidder/Proponent to perform the Contract.
- 17.4. Rejection of a Bid, for any of the above noted situations, must be substantiated by written documentation related to the bidder/proponent performance of a Contract where applicable.
- 17.5. Rejection of a Bid for performance shall be approved by the appropriate Department Head and the Chief Administrative Officer (CAO).

18. Bid Evaluation Committee

A Bid Evaluation Committee shall be established and be comprised of, at a minimum, the following members of the Township's personnel:

- 18.1.1. the Department Head who is responsible for the Call For Bids in question; and
 - 18.1.2. the Direct Report Manager to the Department Head who is responsible for the Call For Bids in question; and
 - 18.1.3. a Department Head who is not responsible for the Call For Bids in question for projects anticipated to exceed fifty thousand dollars (>\$50,000).
- 18.2. If a Bid contains an informality or irregularity, or if there is a challenge to the Call For Bids process, the issue shall be referred to the Bid Evaluation Committee to determine whether the Bid complies with the submission requirements set out in the Call For Bids or to determine the validity of the challenge.
 - 18.3. If the Bid Evaluation Committee does not agree unanimously that the Bid shall be accepted or rejected, for projects that exceed fifty thousand dollars (\$50,000), a report shall be prepared for submission to Council setting out the nature of the informality, irregularity or challenge and the proposed action to be taken. For projects that exceed twenty five thousand dollars (\$25,000) but do not exceed fifty thousand dollars (\$50,000), the matter will be deferred to the Chief Administrative Officer for decision.

19. Tie Bids

- 19.1. Tie Bids are those that are identical in price where the price is the determining factor. Tie Bids shall be treated by attempting to identify qualitative factors between the Bids that may generate a benefit to the Township from one Bidder and not the other(s). Such factors include, but are not limited to, the following:
 - 19.1.1. Will an earlier proposed delivery date for the goods, services or construction provide a benefit to the Township;
 - 19.1.2. Does one Bidder have a proven track record of contracting with the Township that can legitimately justify giving such a Bidder additional consideration?;
 - 19.1.3. Does one Bidder's Bid show that such a Bidder is prepared to assume a higher level of responsibility?;
 - 19.1.4. Is there a difference in the quality of the goods, services or construction proposed to be provided by the Bidders?
 - 19.1.5. Are there any value added items included in the bid?
- 19.2. Where the Bids are equal in every respect, the Township shall attempt to split the Award between the Bidders, provided that doing so is in the best interest of the Township.
- 19.3. Where the Bids are equal in every respect and where splitting the Award would not be in the best interest of the Township, the Township may use one of the following methods, based upon the specific circumstances:
 - 19.3.1. Use a coin toss to select the successful Bidder;
 - 19.3.2. Request that the tied Bidders submit new Bids; or
 - 19.3.3. Directly negotiate with the tied Bidders to break the tie.

20. Council Approval

- 20.1. Despite any other provision of this by-law, a report shall be submitted to Council prior to authorizing an Award in each of the following circumstances:
 - 20.1.1. where the Contract price is in excess of fifty thousand dollars (\$50,000);
 - 20.1.2. where the purchase is prescribed by statute to be made by Council;
 - 20.1.3. where there is current litigation between the Bidder proposed to be selected and the Township;
 - 20.1.4. where the term of a proposed Contract is for a period longer than three years, or where the renewal of a Contract would result in an aggregate term of greater than three years;
 - 20.1.5. where the purchase of any goods, services or construction is not authorized by this by-law; and
 - 20.1.6. where otherwise specifically provided in this by-law.

21. Surplus Stock

- 21.1. Assets, including furniture, vehicles, equipment, supplies or other goods, no longer used or which have become damaged or obsolete shall be declared Surplus by the Department Head responsible for the purchase of the asset;
- 21.2. The Chief Administrative Officer shall have the authority to transfer such surplus stock from one department to another, to sell or dispose of such surplus stock, to exchange or trade the same for replacement Goods, or to offer the surplus assets to other public funded bodies.
- 21.3. Where surplus stock is offered to a Township department, or other public funded body, but is not accepted by such department or such public funded body, and exceeds a residual value of \$1,000, it shall be disposed of by means of public auction or advertised for public Tender and sold to the Bidder submitting the highest priced Bid.
- 21.4. For surplus stock with an estimated residual value of less than \$1,000 an alternative means of sale, deemed appropriate by the Chief Administrative Officer may be used for disposal.

22. Bid Irregularities

- 22.1. Bids received, are reviewed by staff, for compliance with bidding process and procedural rules as set out in the Bid Document and further evaluation to determine the following, all in accordance with the Bid Document:
 - 22.1.1. technical requirements have been met;
 - 22.1.2. minimum specifications have been met;
 - 22.1.3. minimum required qualifications have been met;
 - 22.1.4. minimum experiences have been met;
- 22.2. Accuracy of the Bid. The process for administering irregularities contained in Bids pertaining to all Contracts shall be set out in Schedule D.

23. Form of Contract

- 23.1. The Award of a Contract may be made by way of an agreement, or as a Purchase Order.
- 23.2. The Purchase Order is to be used when the resulting Contract is straightforward and will contain the Township's standard terms and conditions.
- 23.3. A formal agreement is to be used when the resulting Contract is complex and will contain terms and conditions other than the Township's standard terms and conditions.
- 23.4. It shall be the responsibility of the Department Head to determine if it is in the best interest of the Township to establish a formal agreement with the supplier.
- 23.5. Where it is determined that 23.3 is to apply, the formal agreement may be reviewed by the Township's legal counsel.
- 23.6. Where a formal agreement is not required, the Department Head shall issue a Purchase Order incorporating the terms and conditions relevant to the Award of Contract.

24. Contract Documents

- 24.1. Where the purchase of Goods, Services or Construction has been authorized under this by-law, the Contract may be executed by any two of the Mayor, Clerk and the Director of Finance, and shall be in a form approved by the Department Head responsible for the call of the Contract.
- 24.2. Despite section 24.1, above, all Contracts for capital works shall be submitted to the Clerk for execution on behalf of the Township.
- 24.3. Where a Contract for goods, services or construction is less than five thousand dollars (\$5,000) and is not subject to the procurement procedures set out in this by-law, the Department Head may execute such Contract, provided the proposed Contract purchase comes within the approved budget appropriations.
- 24.4. All Contracts executed pursuant to this by-law shall be delivered to the Clerk for safekeeping.

25. Payment of Accounts

- 25.1. Except as otherwise provided, the Director of Finance shall be authorized to pay:
 - 25.1.1. all accounts for the purchase of goods, services or construction, where the purchase of such goods, services or construction has been made in accordance with this by-law, or otherwise approved by Council;
 - 25.1.2. all accounts authorized by payment certificate, for work done under a Contract approved by Council, where such payments have been certified in writing by the Department Head;
 - 25.1.3. all items listed in Schedule A subject to such expenditures being approved in the annual budget; and
 - 25.1.4. all requisitions for monies which the Township is by statute required to pay to its local boards or other bodies on account of their approved annual estimates, including advances before such budgets are approved.

26. Debriefings

- 26.1. Any unsuccessful Bidder may request an opportunity to be debriefed by the Township on the reasons for not being awarded a particular Contract, in accordance with the procedure set out in the attached Schedule C, provided that such a request shall not have the effect of delaying the Township's commitment to proceed with the successful Bidder;
- 26.2. As a prerequisite to protesting an Award of a Contract made in favour of another Bidder (in accordance with the procedure set out below in section 27 below), an unsuccessful Bidder shall request an opportunity to be debriefed by the Township, and shall not proceed under section 27 until such time as the unsuccessful Bidder has been debriefed by the Township.

27. Complaint Resolution

- 27.1. Where an unsuccessful Bidder chooses to protest an Award of a Contract made in favour of another Bidder, such unsuccessful Bidder shall request a meeting with the Departmental Head who is

responsible for the particular Call For Bids and the Director of Finance. Such request shall be in writing and shall:

- 27.1.1. provide a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
 - 27.1.2. identify the form of relief requested.
- 27.2. Where, after a meeting under section 27.1.1, above, the unsuccessful Bidder is satisfied that its concerns have been addressed and that the purchasing process was conducted in a fair and equitable manner, no further action shall be required. Documentation in respect of the protest in question shall be maintained by the Departmental Head for future reference;
- 27.3. Where, after a meeting between the unsuccessful Bidder, the Department Head and the Director of Finance conclude that the purchasing process was materially flawed, for any reason, the Department Head and the Director of Finance shall issue a report to the Chief Administrative Officer for approval recommending corrective action;
- 27.4. Where, after a meeting between the unsuccessful Bidder, the Department Head and the Director of Finance, the parties fail to achieve a mutually satisfactory resolution, the unsuccessful Bidder may request an opportunity to present its case to the Chief Administrative Officer, who will hear the unsuccessful Bidder and make a recommendation to Council for approval, provided that the unsuccessful Bidder's request shall be in writing;
- 27.5. Where, after a meeting between the unsuccessful Bidder and the Chief Administrative Officer, the parties fail to achieve a mutually satisfactory resolution and the unsuccessful Bidder indicates or suggests that legal proceedings may follow, the Chief Administrative Officer shall contact the Township's legal counsel for advice and direction, which shall be reported to Council if it appears imminent that legal proceedings will result;
- 27.6. Where a dispute arises during the term of any contract for goods, services or construction, the complaint mechanism set out in this provision shall apply, provided that the Contract manager or other appropriate individual may be substituted for the Departmental Head.

28. Schedules

- 28.1. Schedules "A" and "B" and "C" and "D" and "E" shall form a part of this by-law.

29. By-Law Review

- 29.1. This by-law shall be reviewed and evaluated for effectiveness at least once every five (5) years from the date of its enactment.

30. Repeal

- 30.1. By-law Number 122-07 is hereby repealed.

31. Effect

- 31.1. This By-law shall take effect on the day of passing.

Read a First, Second and Third time and finally passed this 25th day of June, 2018.

MAYOR, Thomas R. Rowett

CLERK, John Paul Newman

Schedule A to By-Law 51-18

Exclusions

1. Expenditures for Training and Education, including:
 - (a) Attendance at conferences, conventions, courses and seminars;
 - (b) Subscriptions to books, magazines and periodicals;
 - (c) Membership fees; and
 - (d) Fees for trainers/facilitators.

1. Refundable Employee Expenses, including:
 - (a) Advances for expenditures;
 - (b) Meal allowances;
 - (c) Travel and entertainment expenses; and
 - (d) Miscellaneous expenses.

2. Employer's General Expenses, including:
 - (a) Payroll deduction remittances;
 - (b) Health benefits;
 - (c) Licences required for Municipal personal property (e.g. vehicles);
 - (d) Debenture payments;
 - (e) Insurance premiums;
 - (f) Grants to agencies;
 - (g) Damage claims;
 - (h) Petty cash replenishment;
 - (i) Tax remittances;
 - (j) Regional and Board of Education charges;
 - (k) Payments for employment;
 - (l) Sinking fund payments; and
 - (m) Witness fees.

3. Professional and Special Services, including:
 - (a) Committee fees;
 - (b) Utility relocations;
 - (c) Medical, Laboratory, and Pharmacy Services
 - (d) Specialty legal fees for expert or professional legal services, including insurance matters;
 - (e) Arbitrators;
 - (f) Interpreter fees;
 - (g) MPAC fees;
 - (h) Charges to and from area Municipalities in association with legal agreements;
 - (i) Honorariums;
 - (j) Advertising;
 - (k) Fire protection agreements;
 - (l) 911 Dispatch agreements;
 - (m) Speciality inspections to comply with regulations;
 - (n) Speciality investigations;
 - (o) Appraisal and Real Estate fees for acquisition and/or disposal of Surplus Municipal Land or Property;
 - (p) Insurance;
 - (q) Provision of professional and skilled services to individuals as part of approved programs; and
 - (r) Medical and dental fees.

4. Utility Charges, including:
 - (a) Water and sewer;
 - (b) Hydro;
 - (c) Gas;

- (d) Telephone; and
- (e) Telecommunications.

6. Postal charges.
7. Employee purchase programs.
8. Elections.
9. Any payments required to be made by the Township under statutory authority.

Schedule C to By-law 51-18

Procedure for Debriefings

Pursuant to section 26 of this by-law, the following procedure shall apply to the conduct of debriefings by the Township.

A. TIMING

1. Request for a Debriefing

A request for a debriefing should be made by an unsuccessful Bidder within thirty (30) days of being notified by the Township of Contract Award.

2. Provision of a Debriefing

Debriefing shall occur only after a Contract is awarded, within fifteen (15) days of the date on which the unsuccessful Bidder's request is received in writing by the Township.

B. LOCATION AND FORMAT

1. Debriefing is to be conducted either by handwritten letter, by telephone conversation, or by face-to-face meeting.
2. Face-to-face debriefing sessions shall be held at the Township's premises.

C. CONTENT

1. Unsuccessful Bidders shall not use the debriefing to change the decision of the Township or otherwise reopen the Award procedure.
2. Only submissions made by the unsuccessful Bidder shall be discussed at a debriefing.
3. Debriefing shall be chaired by the relevant Departmental Head or designate.
4. Debriefing shall not be delegated to individuals with the unsuccessful Bidder who do not have the necessary experience or sensitivity to carry out the interview successfully.
5. Where possible, each debriefing session shall last no longer than one hour.
6. Only references to the assessment of the evaluation criteria listed in the unsuccessful Bidder's Proposal shall be made.
7. The Township shall explain where the unsuccessful Bidder's Proposal ranked in the final scoring, but not in relation to other specific Proposals.
8. The Township shall note the strengths of the unsuccessful Bidder's Proposal and highlight where the Proposal scored well.
9. Where appropriate, the Township shall provide advice on how the unsuccessful Bidder can improve its scoring in future submissions.

Schedule D to By-Law 51-18

Bid Irregularities

	Irregularity	Response / Action
1	Late bid	Automatic rejection. Bid will not be accepted and will be returned unopened.
2	Envelope not sealed, properly identified or has other markings affixed.	Automatic rejection
3	Insufficient Financial Security (No Bid Security or agreement to bond or insufficient Bid bond or agreement to bond).	Automatic rejection.
4	Bids not completed in ink or typed.	Automatic rejection
5	Original ink signature missing from signature page.	Automatic rejection
6	Bids qualified or restricted by an attached or added statement.	Automatic rejection unless the Bid Document specifically permits such qualifications; or in opinion of the Director of Finance, the qualification or restriction is trivial or not significant.
7	Bids received on forms other than those provided in the request.	Automatic rejection.
8	Part Bids (all items not Bid).	Automatic rejection
9	Bids Containing Minor Obvious Clerical Errors.	Two (2) working days to correct and initial errors. The Township reserves the right to waive initialing and accept Bid.
10	Bids with minor uninitialed changes (e.g. Bidder's address is amended by over-writing but not initialed)	Two (2) working days to correct and initial errors. The Township reserves the right to waive initialing and accept Bid.
11	Unit prices in the Schedule of Prices have been changed but not initialed	Two (2) working days to correct and initial errors. The Township reserves the right to waive initialing and accept Bid.
12	Other mathematical errors which are not consistent with unit prices	Two (2) working days to initial corrections as made by the Township. Unit prices shall govern and the Bid will be corrected accordingly. The Township reserves the right to waive initialing and accept Bid.
13	Failure to return the document as specified	Automatic rejection where complete documents specified.

14	Isolated pages are missing	Two (2) working days to supply the missing pages where the opinion of the Township the missing page(s) would not directly affect the Bid submitted. The Township reserves the right to waive the extra pages and accept the Bid, or reject the Bid outright.
15	Bids with major mistakes in calculations	Decision on a case by case basis.
16	Withdrawal of Bids	Request received after the Closing Time and Date not allowed.
17	Failure to execute Agreement to Bond (Performance Security) or Bonding company corporate seal or signature missing from agreement to bond.	Automatic rejection
18	All Addenda not acknowledged	Automatic rejection, unless every change as sent out in all of the addenda, is clearly visible on the face of the Bid or the information in the addenda is not material to the Award or the addendum was issued solely for the purpose of revising the Official Closing Time.
19	Multiple Bids received from the same Vendor	The Township shall consider the last Bid submitted. Any previous Bid submission will be rejected.
20	Other Irregularities (The above noted list of irregularities should not be construed to be all inclusive)	The Director of Finance or designate, in consultation with the Department Head and/or Township's solicitor, will review irregularities not listed. The Director of Finance or designate shall have the authority to waive irregularities in a Bid in order to accept a substantially compliant Bid; or may reject Bids with irregularities deemed to be major.

**Schedule E to By-Law 51-18
Summary of Thresholds for Procurement**

Total Purchase Amount	Approval Authority
Less than <\$5,000	Staff as delegated by the Department Head and registered with Finance
\$5,000 - \$25,000	Departmental Director
\$25,000 - \$50,000	CAO and Director of Finance
Greater than >\$50,000	Council

Dollar Threshold \$	Purchase Type	Method of Procurement	Issued By	Sources of Bids / Advertising	Type of Contract	Reporting Status	Approval
Under \$5,000	Low Cost Purchase (LCP)	Purchase Order not required, unless Department Head says Purchase order is mandatory for their department	Department staff	Competitive marketplace where possible and practical	Purchase Order may be used	No report to council	Dept Head Budget approval required.
\$5,000 up to \$25,000	RFQ (Request for Quotations)	Competitive bids must be received from a minimum of two (2) bidders - Purchasing Quotation Summary Form (Schedule B) may be completed. - Standing Agreement or Pre-Qualified do not need Purchasing Quotation Summary Form completed.	Department Staff or Department Head	Competitive marketplace where possible and practical	Purchase Order	No report to council	Dept Head Budget approval required.
\$25,000 up to \$50,000	RFQ (Request for Quotations)	- Competitive bids must be requested from a minimum of three (3) bidders - Purchasing Quotation Summary Form (Schedule B) shall be completed. - Quotations must be in writing - Standing Agreement or Pre-Qualified do not need Purchasing Quotation Summary Form completed.	Department Staff or Department Head	Competitive marketplace where possible and practical	Purchase Order or Contract Award	No report to council required except over budget items.	CAO and Director of Finance Budget approval required.

Dollar Threshold \$	Purchase Type	Method of Procurement	Issued By	Sources of Bids / Advertising	Type of Contract	Reporting Status	Approval
Greater than >\$50,000	RFT (Request for Tenders) or RFP (Request for Proposal)	Call for Bids documentation shall - set the scope of Goods, Services or Construction - use standardized documentation - circulated and advertised in as wide and extensive manner to ensure the best, most comprehensive and most competitive response	Department Staff or Department Head	- Formal sealed RFT or RFP - Publicly opened - Advertised on e-bidding - Advertised on Township website	Purchase Order or Contract Award	Report to Council for Approval	Council on recommendation of Department Head and CAO
Greater than >\$25,000	Over Budget		Department Head or CAO		Purchase Order or Contract Award	Report to Council for Approval	Council on recommendation of Department Head and CAO
n/a	Unbudgeted capital expenditure	Approval from Council is required prior to initiating procurement process, except in the instance of an emergency purchase. The method of procurement is based on the above threshold amounts.	Department Staff or Department Head	(<\$50,000) Competitive marketplace where possible and practical (>\$50,000) - Formal sealed RFT or RFP - Publicly opened - Advertised on e-bidding - Advertised on Township website	Purchase Order or Contract Award	Report to Council for Approval	Council on recommendation of Department Head and CAO
Less than <\$10,000	Emergency Purchases	Purchase process at the discretion of the Department Head, Director of Finance and/or CAO	Department Staff or Department Head	Advertising not required	Purchase Order	No report to council	CAO and Director of Finance

Dollar Threshold \$	Purchase Type	Method of Procurement	Issued By	Sources of Bids / Advertising	Type of Contract	Reporting Status	Approval
Greater than >\$10,000	Emergency Purchases	Purchase process at the discretion of the Department Head, Director of Finance and/or CAO	Department Head	Advertising not required	Purchase Order or Contract Award	Report to Council required (After action informational report explaining the rationale and action(s) taken).	CAO and Director of Finance
Less than <\$25,000	Single or Sole Source	n/a	Department Staff or Department Head	Advertising not required	Purchase Order		CAO and Director of Finance
Greater than >\$25,000	Single or Sole Source	n/a	Department Staff or Department Head	Advertising not required	Purchase Order or Contract Award	Report to Council for Approval	Council on recommendation of Department Head and CAO
n/a	Request for Information (RFI) or Request for Expression of Interest (RFEOI) or Request for Pre-Qualification (RPQ)	RFI / RFEOI / RPQ is the first step in a two-step process. This step is a formal solicitation process administered by the user department. The purpose of this process is to collect information about the capabilities of various suppliers and vendors. This step will assist in the decision process on which step to take next (i.e. RFP / RFT / RFQ)	Department Staff or Department Head			Report to CAO and / or Council where appropriate	n/a