

ORIGINAL

THE CORPORATION OF THE TOWN OF INNISFIL

BY-LAW NO. 032-17

A By-Law of The Corporation of the Town of Innisfil to establish and maintain a By-Law concerning the procurement of goods, services and construction.

RECITALS:


- A. All municipalities and local boards shall adopt and maintain policies concerning the procurement of goods and services, pursuant to Section 270 of the *Municipal Act, 2001*, S.O. 2001, c. 25.
- B. The Corporation of the Town of Innisfil ("Town") is committed to ensuring that its procurement decisions are open, fair and transparent.
- C. Purchases made by the Town should reflect the best value for the taxpayer, protect the Town's financial interest and encourage competitive bidding.
- D. Effective planning, monitoring and control of public sector procurement are essential for maintaining public trust and confidence.
- E. The Town must be prepared to manage extraordinary circumstances from time to time, which may require immediate procurement decisions that are 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 to respond to an emergency.
- F. This Purchasing By-Law is designed to work in conjunction with "best practices" Purchasing Procedures, which are administratively held and managed by staff as approved by the CAO.
- G. This Purchasing By-Law has been developed to meet the specific needs of the Town.

Town Council has deemed it expedient to repeal Corporate Purchasing By-law 071-14, revised by Council Resolution 2017.04.05 CR-01, and replace it with this By-law.

NOW THEREFORE, the Council of The Corporation of the Town of Innisfil enacts the following:

That the Mayor and Clerk are hereby authorized to execute replacing Corporate Purchasing By-law No. 071-14 with Corporate Purchasing By-law No. 032-17

PASSED THIS 5th DAY of April, 2017.


Gord Wauchope, Mayor



Lee Parkin, Clerk

Table of Contents

PART I.....	4
1. DEFINITIONS.....	4
PART II.....	9
2. INTRODUCTION.....	9
2.3 <i>Title and Administration of By-Law</i>	9
2.4 <i>Validity and Severability</i>	9
2.5 <i>Interpretation</i>	9
2.6 <i>Public Purchasing Code of Ethics</i>	9
PART III.....	11
3. PURCHASING PRINCIPLES & GOALS.....	11
PART IV.....	12
4. GENERAL CONDITIONS.....	12
4.9 <i>Standardization</i>	12
4.10 <i>No Local Preference and Non-Discrimination</i>	12
4.11 <i>Code of Conduct and Conflict of Interest</i>	13
4.12 <i>Lobbying Restrictions</i>	13
4.13 <i>Access to Information</i>	13
4.14 <i>Persons with Disabilities</i>	13
4.15 <i>Green Procurement</i>	13
4.16 <i>Legal Claims</i>	13
4.17 <i>Collusion</i>	14
4.18 <i>Elected Officials and Committee Members</i>	14
4.19 <i>Disposal of Surplus Goods or Assets</i>	14
5. REQUIREMENT FOR APPROVED FUNDS.....	14
6. RESPONSIBILITIES AND AUTHORITIES.....	15
6.1 <i>Purchasing Staff</i>	15
6.2 <i>Managers</i>	16
6.3 <i>Treasurer</i>	17
6.4 <i>Chief Administrative Officer (CAO)</i>	17
PART V.....	18
7. STANDARD METHODS OF PROCUREMENT.....	18
7.1 <i>General</i>	18
7.2 <i>Low Cost Purchase (LCP)</i>	18
7.3 <i>Informal Request for Quotation (RFQ)</i>	18
7.4 <i>Formal Request for Quotation (RFQ)</i>	18
7.5 <i>Request for Tender (RFT)</i>	18
7.6 <i>Informal Request for Proposal (RFP)</i>	19
7.7 <i>Formal Request for Proposal (RFP)</i>	19
7.8 <i>Request for Standing Offer (RFSO)</i>	19
7.9 <i>Request for Information (RFI)</i>	19
7.10 <i>Request for Expression of Interest (RFEOI)</i>	20
7.11 <i>Request for Prequalification (RFPQ)</i>	20
PART VI.....	21
8. ALTERNATIVE METHODS OF PROCUREMENT.....	21
8.1 <i>Single Source</i>	21

8.2	<i>Sole Source</i>	21
8.3	<i>Emergency Purchase</i>	21
8.4	<i>Cooperative Purchase</i>	21
8.5	<i>Unsolicited Proposal</i>	22
8.6	<i>Sponsorship</i>	22
8.7	<i>Negotiated Purchase</i>	22
PART VII		23
9.	OTHER	23
9.1	<i>In-House Bids</i>	23
9.2	<i>Specifications</i>	23
9.3	<i>Corporate Purchasing Card</i>	23
9.4	<i>Bid Review Committee</i>	23
9.5	<i>Evaluation Committee</i>	23
9.6	<i>Tie Bids</i>	24
9.7	<i>Vendor Performance</i>	24
9.8	<i>Alternative Dispute Resolution – Competitive Bid Protest Protocol</i>	24
9.9	<i>Alternative Dispute Resolution - Contract Disputes</i>	24
9.10	<i>Contract Change Order</i>	24
9.11	<i>Council Reporting</i>	25
9.11.1	<i>Memorandum to Council</i>	25
9.11.2	<i>Council Approval</i>	25
SCHEDULE A		27
GOODS & SERVICES EXEMPT FROM PROVISIONS OF THE PURCHASING BY-LAW		27
SCHEDULE B		29
SUMMARY OF THRESHOLDS FOR PURCHASING		29
SCHEDULE C		33
BID IRREGULARITIES		33

PART I

1. DEFINITIONS

In this By-Law,

“Acquisition” means the purchase of Goods, Services and/or Construction;

“Acquisition Method” means the process by which Goods, Services and/or Construction are purchased;

“Advertisement” means the public communication of bid opportunities through one or more predetermined methods that may include, electronic mail, newspaper, electronic tendering method, to ensure an open, fair, transparent and competitive solicitation process;

“Agreement” means a legal document that binds the Town and other parties;

“Alternative Dispute Resolution” means a series of steps put in place to resolve competitive bid process protests and Contract disputes without the use of litigation, where the unresolved issue is raised to a higher level of authority, as required, with the hope that a solution satisfactory to both parties has been found;

“Approval” means authorization to proceed with a purchase of Goods, Services and/or Construction or a Disposal;

“Award” means the authorization to proceed with the purchase of Goods, Services and/or Construction from a selected Proponent(s);

“Bid” means an offer or submission received from a Proponent in response to a Call for Bid, which is subject to acceptance or rejection;

“Bidder” means the entity or person who submits a response to a Request for Quote, Request for Tender or Request for Standing Offer;

“Bid Irregularity” means a deviation between the requirements (including terms, conditions, specifications, or special instructions) of a Bid Request and the information provided in a Bid;

“Bid Request” means a written request for Bids or a solicitation, which may be in the form of a Call for Bid;

“Bid Review Committee” means a committee constituted to review Bid Irregularities as required;

“Call for Bid” means a formal or informal request for Bid, on the terms and conditions set forth in the Town’s Bid documents, that may be in the form of a Request for Quotation, Proposal, Tender, or Standing Offer;

“Chief Administrative Officer” or “CAO” means the person appointed to that position as approved by Council and includes his or her Designate;

“Collusion” means an activity undertaken by two or more people for the purpose of dividing the market, setting prices, limiting production, or limiting open competition, by deceiving,

misleading, or defrauding others of their legal rights, or to obtain an objective forbidden by law, typically by defrauding or gaining an unfair advantage;

“Compliant Bid” or “Complaint Bidder/Proponent” means a responsive and responsible Bid or Bidder/Proponent that submits a Bid, respectively, that meets all requirements stipulated in the Call for Bid and that possesses the capacity and ability, including financial and technical abilities, to perform as contractually required;

“Conflict of Interest” means a situation where the existence of a personal or business relationship or interest of an elected official, officer or employee of the Town creates a potential conflict with the best interest of the Town;

“Construction” means a creation, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work, including site preparation, excavation, drilling, seismic investigations, soil investigations, the supply of products and materials and equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering design or architectural work, but DOES NOT include the Consulting and Professional Services related to the construction Contract unless they are included in the specifications for that Procurement;

“Consulting and Professional Services” means those services requiring the skills of a specialist for a defined service and includes 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, hydro geologists, transportation planners and engineers, communications consultants and any other consulting or professional services required by the Town;

“Contract” means a legally binding agreement between two or more parties that creates an obligation to supply Goods, Services and/or Construction in return for money or other consideration;

“Contract Change Order” or “CCO” means a mutually agreed upon addition to, deletion from, or modification of a Contract between the Town and the Vendor that could not have been reasonably foreseen and thereby included in the Call for Bid document;

“Cooperative Purchase” means an Acquisition Method that combines the requirements of two or more entities in order to obtain the benefits of volume purchases and/or reduction in administrative effort and costs;

“Corporate Purchasing Card” means a credit card issued to an authorized Town staff member to be used for procuring and paying for Goods and Services within established guidelines;

“Council” means the Council of the Town comprised of elected officials;

“Designate” means a person authorized by the CAO, , Manager or Supervisor to act on his or her behalf;

“Disposal” means the removal of physical materials or assets owned by the Town and deemed to be Surplus through its sale, trade-in, auction, alternative use, gift, or destruction;

“Electronic Tendering System” means a web based platform used by the Town as a method of electronically issuing solicitations and/or receiving Bids where the process of email or internet is considered appropriate. Also referred to as electronic tendering/bidding.

“Emergency Purchase” means an Acquisition that does not follow the regular procurement process because of a circumstance described in Section 8.3 of this by-law;

“Evaluation Committee” means a group of individuals involved in evaluating submissions and may include one or more representatives from Purchasing Services to facilitate the process where required in accordance with the Purchasing Procedures;

“GBAPPC” means the Georgian Bay Area Public Purchasing Cooperative;

“Goods” means moveable property including the costs of installing, operating, maintaining, or manufacturing such moveable property, and any necessary raw materials, products, supplies, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a Construction Contract;

“Lease” means a time limited grant of either real or personal property from the owner of that property (known as the “lessor”) to another party (known as the “lessee”), under which the lessee is entitled to the use and benefit of the property in question for the period so granted, in exchange for the payment of a stipulated rent or other consideration to the owner;

“Low Cost Purchases” or “LCP” means a purchase of Goods, Services and/or Construction at the thresholds indicated in this Purchasing By-Law;

“Manager” means the person responsible for direction and operational control of a Town’s service area or authorized Designate(s);

“Negotiation” means the action or process of conferring with one or more Vendors with the goal of reaching an agreement on an Acquisition made pursuant to this Purchasing By-law;

“Procurement” means purchasing, renting, leasing or otherwise acquiring any Goods, Services and/or Construction, including the description of requirements, solicitation method, selection of sources, preparation and Award of Contract and all phases of the contract administration;

“Proponent” means the entity or person who submits a response to a Request for Proposal or Request for Pre-Qualification;

“Purchase Order” means a Contract with a successful Bidder/Proponent that has a unique number issued by the Purchasing Services, which formalizes the acceptance of an offer received in accordance with this Purchasing By-Law;

“Purchasing Procedures” means the administrative document that establishes procedures to be followed by Town staff for Acquisition that represents “best practices” and that is consistent with the intent of the Purchasing By-Law;

“Purchasing Services” means the service area of the Town responsible for facilitating and overseeing Acquisitions for the Town;

“Request for Expression of Interest” or “RFEOI” means a written, formal, non-binding solicitation document to determine if there is any interest in the market place to provide the

Goods, Services and/or Construction that the Town is contemplating procuring. It is typically used when it is unknown if a market for the desired Goods, Services and/or Construction exists. A subsequent Call for Bid may follow an RFEOI;

“Request for Information” or “RFI” means a written, formal, non-binding solicitation document to obtain information on product or service details, comments, feedback or reactions from potential Bidders/Proponents prior to issuing a Call for Bid. It is typically used when the specifications are unknown. Price is generally not required. Feedback may include best practices, industry standards, and technology issues;

“Request for Pre-Qualification” or “RFPQ” means a written, formal, non-binding solicitation document to obtain detailed information from firms and/or individuals that may include their experience, financial strength, education, background and personnel, to prequalify to supply Goods, Services and/or Construction to the Town. The RFPQ may be a precondition to a further Call for Bid opportunity;

“Request for Proposal” or “RFP” means a written, informal or formal, Call for Bid document to obtain proposal submissions from firms and/or individuals where detailed specifications are not able to be clearly identified and/or where price is not the primary evaluation factor. RFP’s may have provisions for Negotiations and may be in a single or multi-step process;

“Request for Quotation” or “RFQ” means a written, informal or formal, Call for Bid document used for Acquisitions based on clearly defined specifications;

“Request for Tender” or “RFT” means a written, formal, Call for Bid document used for Acquisitions based on clearly defined specifications;

“Request for Standing Offer” or “RFSO” means a written, formal, Call for Bid document used for Acquisition based on clearly defined specifications from one or more Vendors to provide pricing for a defined time period on an “as needed” basis, where there are no defined quantities nor commitment to utilize the awarded Vendor(s);

“Service” means the services to be provided under a contract and includes labour and Consulting and Professional Services;

“Single Source” means the Procurement decision whereby Acquisitions are made from one source where other sources may be available;

“Sole Source” means the Procurement decision whereby Acquisitions are made from one source where only one source of supply exists that meets the requirements of the Town;

“Sponsorship” means a mutually beneficial contractual agreement between the Town of Innisfil and an external company, organization, association or individual where the Town of Innisfil leverages a municipally owned asset to receive financial or in kind support in exchange for recognition, exposure, activation opportunities, and/or other marketing benefits for the external party.

“Surplus” means Goods fully owned by the Town that have been deemed surplus by the relevant Manager and are no longer required by the Town;

“Tender” means a Bid specifically provided in response to a Request for Tenders;

“Town” means The Corporation of the Town of Innisfil;

“Treasurer” means the person as appointed by Council and includes his or her Designate(s);

“Unsolicited Proposal” means an offer or proposal submitted by a contractor, supplier, Vendor or consultant, in the absence of a Call for Bid. It may be submitted in response to a perceived need but not in response to a Call for Bid;

“Vendor(s)” means the entity or individual who may or does currently supply Goods, Services and/or Construction to the Town;

PART II

2. INTRODUCTION

2.1 Purpose

The purposes of this Purchasing By-Law are set out in the Recitals and they form part of the operative provisions of this by-law.

2.2 Application

This Purchasing By-Law applies to all elected officials, committee members and staff of the Town.

2.3 Title and Administration of By-Law

This by-law may be referred to as the "Purchasing By-Law". Purchasing Services, under the direction of the Treasurer, is responsible for the administration of this by-law, which includes updating and evaluating for effectiveness, as appropriate but no later than every five (5) years.

2.4 Validity and Severability

Should any section, subsection, clause, paragraph or provision of the by-law be declared by a court of competent jurisdiction to be invalid or unenforceable, the decision shall not affect the validity or enforceability of any other provision of this Purchasing By-Law as a whole.

2.5 Interpretation

In this Purchasing By-Law,

- i. The word "may" is permissive.
- ii. The words "shall" and "will" are imperative.
- iii. Words used in the present terms include the future.
- iv. Words in the singular number include the plural number and vice versa.
- v. Where staff of the Town are authorized to do any act, such act may be done by their authorized delegate unless specifically stated otherwise.
- vi. Where the context so requires, the masculine gender shall include the feminine and neutral genders and vice versa.

2.6 Public Purchasing Code of Ethics

All employees authorized to purchase Goods, Services and/or Construction on behalf of the Town shall adhere to the following principles, which are based on the tenets of the Ontario Public Buyer Association's Code of Ethics:

- i. **Open and Honest Dealings with Everyone Who is Involved in the Purchasing Process.** This includes all businesses with which the Town contracts or from which it purchases Goods and Services, as well as all members of staff and of the public who utilize the services of Purchasing Services.
- ii. **Fair and Impartial Award Recommendations for All Contracts and Tenders.** This means that the Town does not extend preferential treatment to any Vendor, including local companies. Not only is it against the law, it is not good business practice, since it limits fair and open competition for

all Vendors and is therefore a detriment to obtaining the best possible value for each tax dollar.

- iii. **An Irreproachable Standard of Personal Integrity on the Part of All Those Designated as Authorized Purchasers for the Town.** Absolutely no gifts or favours are accepted by any employee or elected official of the Town in return for business or the consideration of business. Also, employees and elected officials do not publicly endorse one company in order to give that company an advantage over others.
- iv. **Cooperation with Other Public Agencies in Order to Obtain the Best Possible Value for every Tax Dollar.** The Town is a member of a cooperative purchasing group. Made up of several public agencies, this group pools its expertise and resources in order to practice good value analysis and to purchase Goods and Services in volume and save tax dollars.

3. PURCHASING PRINCIPLES & GOALS

The Town adheres to the following purchasing principles:

- 3.1** To purchase, rent or Lease the required quality and quantity of Goods, Services and/or Construction by promoting an open, fair, and transparent competitive process in an efficient, professional and cost effective manner while maintaining budgetary control and protecting the best interests of the Town.
- 3.2** To encourage an open fair and transparent competitive processes for the Acquisition and Disposal of Goods and Services and to obtain the best value for the Town.
- 3.3** To offer a variety of Acquisition Methods and to use the most appropriate method depending on the particular circumstances of the Acquisition.
- 3.4** To consider all costs and factors, including, but not limited to, Acquisition, operating, training, maintenance, quality, warranty, payment terms, Disposal value and Disposal costs, in evaluating submissions.
- 3.5** To utilize comprehensive and unbiased specifications in order to maximize competition.
- 3.6** To give full consideration to the annual aggregate value or to consider the total project cost of specific Goods, Services and/or Construction that will be required by each department and by the Town as a whole prior to determining the appropriate Acquisition Method.
- 3.7** To conduct centralized procurement through Purchasing Services.
- 3.8** To encourage the purchase of Goods, Services and Construction with due regard to the preservation of the natural environment; Vendors may be selected to supply Goods made by methods resulting in the least damage to the environment and supply Goods incorporating recycled materials where practicable.
- 3.9** To avoid real and perceived conflicts between the interests of the Town and those of the Town's employee's, elected officials and committee members and to ensure compliance with the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.5, as amended.
- 3.10** To promote respect for international and interprovincial trade treaties and agreements.
- 3.11** To promote and incorporate, whenever possible, the relevant requirements of the *Ontarians with Disabilities Act, 2001*, S.O. 2001, c. 32 and *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, in Procurement for the Town.

PART IV

4. GENERAL CONDITIONS

- 4.1 No Town staff, elected official or committee member shall purchase or offer to purchase, on behalf of the Town, any Goods, Services or Construction except in accordance with this by-law and following the rules set out in the Purchasing Procedures, as amended from time to time.
- 4.2 Any employee who intentionally and knowingly acquires or disposes of any Goods or Services for the Town in contravention of this Purchasing By-Law or the Purchasing Procedures, as amended from time to time, may be subject to disciplinary action.
- 4.3 Exceptions to this by-law are identified in Schedule A.
- 4.4 All purchases must have appropriate pre-approved funding and must be authorized prior to the preparation of a Call for Bid.
- 4.5 A Manager shall not Award where the Treasurer has determined that the provisions of this Purchasing By-Law have not been adhered to and he or she has so advised the Manager.
- 4.6 No employee or designated representative for the Town shall prepare, design or otherwise structure Procurement, select an evaluation method or divide Procurement requirements into two or more parts in order to circumvent any obligation and/or threshold of this by-law.
- 4.7 The Town shall not enter into any Contract for Goods, Services or Construction where there would be the establishment of an employee-employer relationship, except as exempted under Schedule A.
- 4.8 For the purpose of determining whether a Contract falls within the prescribed financial limits on Contracts that may be awarded under the authority of a Manager or provides for financial limits on Contracts required to be reported to Council, the Contract amount shall be the sum of all costs to be paid to the Proponent under the Contract, including the non-rebated portion of tax.

4.9 Standardization

It shall be the intent of the Town, wherever possible, to standardize the purchase of Goods, Services and Construction to allow for:

- i. Reduced amount of Goods, Services and Construction required;
- ii. Increased volume on common cross departmental items or services;
- iii. Maximizing volume buying opportunities;
- iv. Providing economies of scale;
- v. Reduced handling, training and storage costs;
- vi. Minimizing maintenance costs;
- vii. Cooperative Purchasing activities;
- viii. More competitive Bid results; and
- ix. Reduced overall costs.

4.10 No Local Preference and Non-Discrimination

The Town shall not practice local preference in awarding purchases, pursuant to the *Discriminatory Business Practices Act*, R.S.O. 1990, c. D12; *Agreement of Internal Trade Implementation Act*, S.C. 1996, c. 17; and, the *Competition Act*, R.S.C. 1985, c. C-34.

4.11 Code of Conduct and Conflict of Interest

All Procurement by the Town shall be undertaken in accordance with the Town's Code of Conduct and Conflict of Interest Policy CP.03-10, as amended, the Town's Code of Conduct for Member of Council Policy CP.01-13-02, as amended, and the *Municipal Conflict of Interest Act*, R.S.O. 1990, c.M.50, as amended.

4.12 Lobbying Restrictions

- 4.12.1 Vendors, their staff, or anyone involved in preparing a Bid shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the purchasing process or subsequent Award. This restriction extends to all of the Town's elected officials, committee members and staff.
- 4.12.2 No Town's elected officials, committee members, or employees shall provide information regarding the Town's need for a specific Good, Service or Construction to prospective Vendors where the provision of the knowledge could provide an unfair advantage whether perceived or actual to that Vendor.
- 4.12.3 The Town may reject any Bid by any Bidder/Proponent that engages in lobbying, without further consideration, and may terminate that Bidder's/Proponent's right to continue in the purchasing process.
- 4.12.4 During a formal Call for Bid process, all communications shall be made through Purchasing Services. No Vendor or person acting on behalf of a Vendor or group of Vendors, shall contact any elected official, committee member or employee of the Town to attempt to seek information or to influence the Award. This restriction extends to all of the Town's elected officials, committee members and staff.

4.13 Access to Information

The disclosure of information received in relation to a Call to Bid or the Award shall only be made by the appropriate staff in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended.

4.14 Persons with Disabilities

When procuring Goods, Services and Construction, the Town will incorporate accessibility criteria and features when applicable and practical as may be required from time to time by applicable legislation.

When applicable, Procurement documents will specify the desired accessibility criteria to be met and provide guidelines for the evaluation of proposals in respect of those criteria. When it is not practical for the Town to incorporate accessibility criteria and features for Acquisition, the Supervisor of Purchasing or service area Manager will provide a written explanation, upon request.

4.15 Green Procurement

Through Acquisitions, the Town's staff are encouraged to seek ways of enhancing environmental sustainability by incorporating green Procurement requirements where possible, practical and feasible.

4.16 Legal Claims

The Town reserves the right to neither accept nor Award to any Bidder/Proponent, inclusive of its sub-contractor(s), a Contract with who the Town is in litigation.

4.17 Collusion

Collusion will not be tolerated and Bids may be rejected without further consideration if Collusion is suspected or present.

4.18 Elected Officials and Committee Members

Elected officials and committee members shall completely separate themselves from the Procurement process. This includes but is not limited to obtaining information on any particular Procurement and participating as an evaluation member in any Procurement process.

4.19 Disposal of Surplus Goods or Assets

Purchasing Services is responsible for the administration of the disposal of surplus goods or assets (excluding Town owned Land and/or buildings) as outlined in the Purchasing Procedures.

No staff member, elected official or committee member shall personally obtain any real or personal property with a market value of greater than \$500 that has been declared Surplus, unless it is obtained through a public process.

5. REQUIREMENT FOR APPROVED FUNDS

5.1 The beginning of the Procurement process commences with the approval by Council of the operating and capital budgets for the Town. Upon approval of these budgets, Managers and Purchasing Services staff have the authority to purchase Goods, Services and Construction (excluding leasing of greater than one year, which requires Council approval). Managers are authorized to spend up to fifty percent (50%) of the previous year's approved operating budget before receiving the current budget year's approval from Council.

5.2 Sufficient funds must be allocated for each Acquisition in the appropriate accounts within the Council approved operating or capital budget prior to the Award and execution of the Contract.

5.3 Multi-Year Contracts:

Where certain Goods and Services are routinely purchased on a multi-year basis, the exercise of authority to Award and execute such a Contract is subject to the following:

- I. the identification and availability of sufficient funds in appropriate accounts for the current year within Council approved estimates; and
- II. in the opinion of the service area Manager that the requirement for the Goods or Services will continue to exist in subsequent years and the concurrence of the Treasurer that the required funding can reasonably be expected to be made available.

5.4 Acquisitions Outside of the Approved Budget:

- I. Acquisitions that are deemed by a Manager to be necessary but that **are not** in the approved capital budget must be approved by Council prior to the commencement of the solicitation process.
- II. Acquisitions that are deemed by a Manager to be necessary but that **are not** in the approved operating budget must be approved by Council prior to the commencement of the solicitation process if the Acquisition value is over \$50,000.

5.5 Insufficient Budget at Time of Award of Solicitation:

In the event that the Bid that is recommended for Award exceeds the approved funds available, the Town may pursue any of the following options:

- I. Council may add additional funds to the approved budget, provided that there are sufficient funds available to allow the Town to Award. Managers are required to submit a Staff Report to Council seeking approval of the additional funds, unless the following condition applies:
 - (a) The total cost of the Goods, Services and/or Construction does not exceed the approved budget by \$50,000. In that case, the Manager shall submit a request for additional funding to the CAO, and Treasurer. The CAO, and Treasurer, shall identify the additional funding sources required for the unfavourable variance and approve the request at their discretion; and

Where CAO and Treasurer approve additional funding between \$25,000 and \$50,000, a memorandum to Council shall be executed by the Department Manager.
- II. Award part of the Call for Bid;
- III. Negotiate if the Call for Bid permits it;
- IV. Cancel the Call for Bid; or,
- V. Materially revise the Call for Bid and issue the revised Call for Bid.

6. RESPONSIBILITIES AND AUTHORITIES

Overall Considerations

Town Staff are accountable for the decisions and actions which they take pursuant to this by-Law and in the administration of Contracts that have been Awarded.

6.1 Purchasing Staff

6.1.1 Purchasing Staff shall

- i. Monitor adherence to the provisions of this by-law and the Purchasing Procedures and report any noncompliance to the Treasurer.
- ii. Provide Procurement advice and related services, including the necessary forms, Contracts, and Call for Bid document templates (in consultation with Legal Services) that may be required by departments for the purposes of fulfilling the Procurement needs of the Town.
- iii. Facilitating all aspects of the Call for Bid process including creating and issuing the Call for Bid documents, opening, verifying compliance with the terms and conditions of the Call for Bid as well as facilitating the Award and execution of all Agreements and Contracts. Additionally, where applicable, facilitate Contract extensions, Contract Change Orders, Vendor performance, dispute resolution, additional funding, and Contract termination.
- iv. Facilitate the Disposal of physical materials and assets that have been deemed Surplus by Managers through one of the methods outlined in the Purchasing Procedures.
- v. Act as the Town's representative with other public agencies including the GBAPPC, Broader Public Sector (BPS), Ontario Shared Services (OSS), Ontario Education Collaborative Marketplace (OECM), Ministry of

Government Services (MGS), on initiatives and participate in cooperative contracts with these and related agencies where such involvement is in the best interest of the Town.

- vi. Where applicable, participate in Negotiations.

6.1.2 The Supervisor of Purchasing shall

- i. Review and may authorize all Single, Sole and Emergency Purchase Acquisitions in conjunction with the Manager or CAO and that the Acquisitions meet or exceed the thresholds outlined in Schedule B; and,
- ii. Review and provide feedback to Managers who are contemplating acquisitions outside of the provisions of the Purchasing By-law; and
- iii. Prepare an annual summary report for the Treasurer to present to Council for all Single, Sole and Emergency Purchase Acquisitions that meet or exceed the thresholds outlined in Schedule B; and
- iv. Prepare an annual summary report for the Treasurer to present to Council for all acquisitions where provisions of the Purchasing By-law were waived.

6.2 Managers

6.2.1 Managers shall

- i. Be responsible for Procurement activities within his or her department and shall be accountable for determining and achieving specific objectives as outlined for each Procurement project.
- ii. Ensure that there are sufficient funds available and identified for all purchase requests.
- iii. Have the authority to Award and execute Contracts and/or delegate the authority to their staff based on the requirements of this by-law up to the thresholds as per their/their staff's signing authority.
- iv. Along with their staff, ensure that Legal Services reviews in advance Vendor agreement templates.
- v. Along with their staff, be responsible for monitoring and documenting Vendor performance and compliance with Contracts as outlined in the Vendor Performance section of this by-law.
- vi. Along with their staff, ensure that Contract Change Order forms are properly completed with appropriate approvals and then issued to Purchasing Services to process.
- vii. Along with their staff, ensure that additional funding forms are properly completed with appropriate approvals and then issued to Purchasing Services to process. The required additional funding must be in place prior to the execution of the Contract or amendment thereto.
- viii. Ensure that Emergency Purchase, Sole Source and Single Source forms are completed and issued to the Supervisor of Purchasing for review prior to Contract commitment consistent with the requirements outlined in Schedule B.
- ix. Review in advance with the Supervisor of Purchasing when contemplating any acquisition where the provisions of the Purchasing By-law are being waived.

- x. Managers are responsible to notify Purchasing Services once an item has been deemed as a Surplus asset (excluding Town land and/or buildings) over \$500 for Sale or Disposal as outlined in the Purchasing Procedures.
- xi. Managers are responsible for reviewing all contemplated Lease agreements with Legal Services, Purchasing Services and the Treasurer. The Treasurer may recommend that a staff report be prepared for Council consideration as the Town's debt capacity may be impacted.

6.3 Treasurer

- 6.3.1 In the absence of Purchasing Services Staff, the Treasurer may act in their place.
- 6.3.2 The Treasurer shall address all instances of non-compliance of this by-law with the appropriate Manager(s) and continued non-compliance shall be reported to the CAO.
- 6.3.3 The Treasurer together with a Manager has the authority to Award Emergency Purchases as outlined in Schedule B.
- 6.3.4 The Treasurer shall present to Council an annual summary report prepared by the Supervisor of Purchasing for all Single, Sole and Emergency Purchase Acquisitions that meet or exceed the thresholds outlined on Schedule B and a summary report of acquisitions outside the provisions of the Purchasing By-law.
- 6.3.5 The Treasurer together with the CAO may approve additional funding for capital Acquisitions that are over the value authorized by Council, but cumulatively per project does not exceed \$50,000.

6.4 Chief Administrative Officer (CAO)

- 6.4.1 The CAO shall ensure that all staff adhere to this by-law and Purchasing Procedures and shall address any non-compliance that the Treasurer has brought to their attention.
- 6.4.2 The CAO may authorize the approval of any Contract Change Order that is in excess of the service area authority level, providing that the conditions outlined in the Contract Change Order section of this by-law have been satisfied.
- 6.4.3 The CAO together with the Treasurer may approve additional funding for capital Acquisitions that are over the value authorized by Council, but that cumulatively the per project cost does not exceed \$50,000.

7. STANDARD METHODS OF PROCUREMENT

7.1 General

The Acquisition Methods described below shall be utilized, unless another section of this by-law applies, as recommended by the Supervisor of Purchasing and shall be advertised, reported, approved and the Contract executed in accordance with the provisions of this by-law and in accordance with Schedule B:

7.2 Low Cost Purchase (LCP)

A Low Cost Purchase (LCP) shall be conducted for Acquisitions not covered under an existing Contract or otherwise requiring another Acquisition Method as described in this by-law. Acquisitions within this category are not to be repetitive or ongoing and are instead intended to be "one-off" or small, multiple purchases with a cumulative value not exceeding the prescribed threshold.

Where practical, three written quotes should be solicited to ensure that a fair and competitive process has been conducted.

The threshold, advertising, approval and purchase execution parameters for this Acquisition method are outlined in Schedule B.

7.3 Informal Request for Quotation (RFQ)

Use of an Informal Request for Quotation for Goods, Services and Construction shall follow the process outlined below and shall be used only when specifications can be clearly defined:

1. A Call for Bid document shall be issued to the service area by Purchasing Services for the solicitation;
2. Solicitation should be issued to a minimum of three (3) Bidders;
3. Award of the Contract shall be to the lowest Compliant Bidder; and,
4. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

7.4 Formal Request for Quotation (RFQ)

Use of a Formal Request for Quotation for Goods, Services and Construction shall follow the process outlined below and shall be used only when specifications can be clearly defined:

1. A Call for Bid document shall be issued to the service area by Purchasing Services for the solicitation;
2. Solicitation shall be advertised through an electronic tendering method;
3. Award of the Contract shall be to the lowest Compliant Bidder;
4. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

7.5 Request for Tender (RFT)

Use of a Request for Tender for Goods, Services and Construction shall follow the process outlined below and shall be used only when specifications can be clearly defined:

1. A Call for Bid document shall be issued to the service area by Purchasing Services for the solicitation;
2. Solicitation shall be advertised through an electronic tendering method;
3. Award of the Contract shall be to the lowest Compliant Bidder;

4. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

7.6 Informal Request for Proposal (RFP)

Use of an Informal Request for Proposal for Goods, Services and Construction shall follow the process outlined below and may be used when specifications cannot be clearly defined:

1. A Call for Bid document shall be issued to the service area by Purchasing Services for the solicitation;
2. Solicitation should be issued to a minimum of three (3) Proponents;
3. Evaluation will be based on the criterion as outlined in the Call for Bid document of which price is only one criterion;
4. Award of the Contract shall be issued to the highest scoring Compliant Proponent;
5. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

7.7 Formal Request for Proposal (RFP)

Use of a Formal Request for Proposal for Goods, Services and Construction shall follow the process outlined below and may be used when specifications cannot be clearly defined:

1. A Call for Bid document shall be issued to the service area by Purchasing Services for the solicitation;
2. Solicitation shall be advertised through an electronic tendering method;
3. Evaluation will be based on the criterion as outlined in the Call for Bid document of which, price is only one criterion;
4. Award of the Contract shall be issued or Negotiated (where permitted) with the highest scoring Compliant Proponent;
5. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

7.8 Request for Standing Offer (RFSO)

Use of a Request for Standing Offer for Goods, Services and Construction shall be used when

- (i) there is a need to develop a short list of qualified Proponents that have the capabilities to meet the Town's requirements;
- (ii) specifications can be clearly defined; and,
- (iii) there is a need for a roster list of Vendors for their services that will be provided on an "as needed or required" basis.

RFSO shall follow the process outlined below:

1. A Call for Bid document shall be issued to the service area by Purchasing Services for the solicitation;
2. Solicitation shall be advertised through an electronic tendering method;
3. Evaluation will be based on the criterion as outlined in the Call for Bid document;
4. Selection methodology of the Proponent's will be as outlined in the Call for Bid document;
5. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

7.9 Request for Information (RFI)

Use of a Request for Information for Goods, Services and Construction shall follow the process outlined below and shall be used when the requesting service area is seeking information, clarification, comments, feedback and/or reactions from the marketplace that may assist in compiling a potential future Call for Bids:

1. A written, formal, non-binding document shall be issued to the service area by Purchasing Services for the RFI;
2. If applicable, the RFI may request publicly available commodity cost details for the purpose of budget planning;
3. An RFI submission shall not create any contractual obligation between the Town and the respondent;
4. The RFI document shall be advertised through an electronic tendering method;
5. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

7.10 Request for Expression of Interest (RFEOI)

Use of a Request for Expression of Interest for Goods, Services and Construction shall follow the process outlined below and shall be used when there is uncertainty regarding the market availability and interest in providing the Goods, Services and/or Construction for which the Town is contemplating Acquisition to assist with a potential future Call for Bids:

1. A written, formal, non-binding document shall be issued to the service area by Purchasing Services for the RFEOI;
2. An RFEOI submission shall not create any contractual obligation between the Town and the respondent;
3. The RFEOI document shall be advertised through an electronic tendering method;
4. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

7.11 Request for Prequalification (RFPQ)

Use of a Request for Prequalification for Goods, Services and Construction shall follow the process outlined below and shall be used when the work is considered complex, high risk or there is a need to develop a short list of qualified Proponents that have the capabilities to meet the Town's requirements for an initial phase of a two or more phase solicitation process:

1. A Call for Bid document shall be issued to the service area by Purchasing Services for the solicitation;
2. A subsequent Call for Bid document will be issued as outlined in the RFPQ only to the prequalified Proponents;
3. An RFPQ submission shall not create any contractual obligation between the Town and the Proponent;
4. Solicitation shall be advertised through an electronic tendering method;
5. Evaluation will be based on the criterion as outlined in the Call for Bid document;
6. Selection methodology of the prequalified Proponent's will be as outlined in the Call for Bid document;
7. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

PART VI

8. ALTERNATIVE METHODS OF PROCUREMENT

8.1 Single Source

A Single Source may only be used when one of the following circumstances applies:

1. A Good or Service is compatible with an existing Town owned Good or Service where a substitute Good or Service is available, however the warranty, maintenance, or service will be affected if the substitute is used and it is therefore not in the Town's best interest to use the substitute;
2. A Good or Service is in short supply due to market conditions;
3. When either no Bids or no Compliant Bids were received in a Call for Bid process;
4. Specific Standards are adopted by Council requiring certain Goods or Services;
5. A Good or Service is being purchased for a defined testing or trial use for a predetermined timeframe;
6. A Good or Service is of a confidential condition or matter and where the disclosure of such in an open competition could compromise confidentiality of the Vendor/Town or be contrary to public interest; or,
7. When the Town has a Lease with a purchase option and exercising the purchase option would benefit the Town.

Negotiations may be used with a Single Source. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

8.2 Sole Source

A Sole Source may only be used when one of the following circumstances applies:

1. A Good or Service is covered by an exclusive right such as a patent, copyright or exclusive licence; or,
2. A Good or Service is compatible with an existing Town owned Good or Service or is a replacement part for which there are no substitutes.

Negotiations may be used with a Sole Source. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

8.3 Emergency Purchase

An Emergency Purchase may be authorized by a Manager in collaboration with the Treasurer when it is required to:

1. Prevent or alleviate serious delay;
2. Maintain essential Town services;
3. Maintain security or order;
4. Protect public property;
5. Protect human, animal, plant life, health or prevent/alleviate a threat to same;
6. Comply with official orders issued by an upper tier government; or,
7. Comply with the Emergency Response Plan or respond to a State of Emergency.

Negotiations may be permitted and used with this type of purchase. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

8.4 Cooperative Purchase

Cooperative Purchases are encouraged through any public sector agency where it is in the Town's best interest. Deviations from this by-law may be required and are permitted when engaging with Cooperative Purchases because agencies may have different procurement procedures and strict compliance with all policies may not be practical.

8.5 Unsolicited Proposal

An Unsolicited Proposal received by the Town shall be reviewed by the relevant Manager(s) and Purchasing Staff. Any Acquisitions resulting from the receipt of an Unsolicited Proposal shall comply with the provisions of this by-law.

8.6 Sponsorship

Sponsorship opportunities will arise from; unsolicited proposals, direct solicitation, or a competitive process. Sponsorship will not result in, or perceived to result in, any competitive advantage, benefit, or preferential treatment outside the sponsorship agreement. There shall be no actual or implied obligation to purchase product or services of any sponsor.

Sponsorship opportunities will be offered in an open, equitable and fair manner, however it is acknowledged that the majority of sponsorships shall be the result of direct solicitation by Town staff for such purposes without the process of competitive bidding.

The Town will make the sole and final determination as to whether a sponsorship or advertising opportunity may be a competitive or non-competitive arrangement.

8.7 Negotiated Purchase

Negotiations during Acquisitions may be used under any of the following circumstances:

1. When only one submission is received and it exceeds the amount allocated in the budget, Negotiations may be conducted provided that the selected Vendor is Compliant;
2. During a Single, Sole or Emergency Purchase;
3. When a competitive Bid process has been conducted and an extension of the Contract term is available as outlined in the original Call for Bid;
4. When a competitive Bid process has been conducted and the Contract has expired or will shortly expire and unforeseeable circumstances have caused a delay in issuing a new Call for Bid; in such cases, the Contract extension should not extend beyond a one (1) year term;
5. Where a competitive Bid process has been conducted and expanded works or coordinated works are appropriate in the circumstances.

PART VII

9. OTHER

9.1 In-House Bids

The acceptance and Award of in-house Bids shall require the prior approval of Council and only be permitted where private sector Vendors have also been given an opportunity to submit Bids.

9.2 Specifications

- 9.2.1 Service area staff are responsible for the preparation of the specifications for the applicable Acquisition Method and same shall be approved by the appropriate person(s) within the service area.
- 9.2.2 Purchasing Services may review and recommend amendments to the specifications. The service area and Purchasing Services shall collaborate in the finalization of the specifications and associated Procurement documents.
- 9.2.3 Specifications should be clear and concise. They must not be structured to restrict or limit competition due to brand or other similar requirements. They shall allow for potential Vendors to provide alternatives in the event that an equivalent product or method is available. Biasing of specifications in favour of, or against, a particular Good or Service is prohibited. Nothing in this section restricts the ability to design specifications in unique situations, e.g. standardization or compatibility with existing Goods or Services.
- 9.2.4 Vendors may be requested to expend time, money and effort on the content or in the development of a specification(s) or otherwise help define a requirement to be contained in the specifications that may be used in a Procurement document. A Vendor who provides such assistance shall be deemed as a consultant of the Town and the specifications are deemed property of the Town. Such a Vendor shall be prohibited from submitting a response to a Call for Bid for which those specifications apply.

9.3 Corporate Purchasing Card

- 9.3.1 Acquisitions made with the corporate purchasing card must comply with this by-law and the Town's purchasing card program and applicable policies.
- 9.3.2 No personal purchases may be made with the corporate purchasing card that are not authorized by Town policy. Town Staff shall not use corporate purchases to gain personal points or other similar benefits in any Vendor reward program.

9.4 Bid Review Committee

- 9.4.1 Purchasing Services, in collaboration with Legal Services as required, is the Bid Review Committee who initially reviews submissions for compliancy to the Procurement document requirements.
- 9.4.2 When a Bid Irregularity is present, action shall be taken in accordance with the attached Bid Irregularity Schedule.

9.5 Evaluation Committee

- 9.5.1 Evaluation Committees are used with some Acquisition Methods to allot points according to the criteria and submission requirements in the Call for Bid. The highest scoring submission will be the successful Proponent, subject to the terms and conditions of the Call for Bid and this by-law.

9.6 Tie Bids

- 9.6.1 In the case of a tie of the scores between two Compliant Bidders/Proponents, and where multiple Awards are not possible, the Town shall determine the successful Bidder/Proponent by a coin toss as outlined in the Purchasing Procedures.
- 9.6.2 In the case of a tie bid of the scores between three or more Compliant Bidders/Proponents, and where multiple Awards are not possible, the Town shall determine the successful Bidder/Proponent by a draw of the Bidder's/Proponent's names from a receptacle as outlined in the Purchasing Procedures.

9.7 Vendor Performance

- 9.7.1 Managers are responsible for monitoring and documenting Vendor performance and ensuring compliance with Contracts. Managers shall address performance issues directly with the Vendor to resolve and document all performance issues and acknowledgements related to same.
- 9.7.2 Purchasing Services shall be advised of Vendor performance issues in writing from the Manager. The Supervisor of Purchasing will consult with the Manager and Town Solicitor, where appropriate, to resolve any ongoing and/or escalating or unsatisfactory performance issues. If performance issues cannot be resolved, the Supervisor of Purchasing may, in consultation with Legal Services, terminate the Contract.
- 9.7.3 Any Vendor (or its subcontractors) that is involved in unprofessional conduct (the nature of which the Town will be the sole judge), a health and safety violation, criminally charged, or in dispute or litigation of any kind with the Town, the Town may terminate the Contract with that Vendor. That Vendor may also be excluded from bidding at the discretion of the Supervisor of Purchasing in consultation with the relevant Manager, and Legal Services where appropriate. The exclusion from bid participation shall not last longer than two years.

9.8 Alternative Dispute Resolution – Competitive Bid Protest Protocol

- 9.8.1 All Vendors dealing with the Town or bidding on potential Contracts shall resolve any and all disputes they have specific to the competitive Bid process through the Alternative Dispute Resolution (ADR) process described in the Call for Bid and shall agree to such process as part of any response to the competitive Bid process.
- 9.8.2 The Award of any Contract shall not be rescinded or the progress of any project delayed by a request for the use of the ADR unless recommended by the Supervisor of Purchasing, Town's legal counsel, Manager of the respective department and the CAO.
- 9.8.3 Any Vendor that has asked to participate in the ADR process will be provided with information by Purchasing Services to assist them to understand the Bid process and to assist them to improve their future Bid submissions for the Town.

9.9 Alternative Dispute Resolution - Contract Disputes

Any Contract disputes that arise between the successful Bidder/Proponent and the Town during the term of the Contract shall be handled through the Contract dispute process as outlined within the Call for Bid or Contract.

9.10 Contract Change Order

- 9.10.1 A Contract Change Order may be executed by the service area Designate with appropriate signing authority provided that the total project cost has not exceeded the level authorized by Council.

- 9.10.2 Where a Contract Change Order exceeds the service area Designate signing authority level, the CAO may approve the execution of the Contract Change Order provided that the total project cost has not exceeded the level authorized by Council.
- 9.10.3 Where a Contract Change Order or the cumulative value of the Contract Change Orders plus the original Contract price exceeds the level authorized by Council by less than \$50,000, the service area Designate shall obtain the appropriate Additional Funding authorization from the CAO and Treasurer prior to executing the Contract Change Order.
- 9.10.4 Where a Contract Change Order or the cumulative value of the Contract Change Orders plus the original Contract price exceeds the overall level authorized by Council by more than \$50,000, Council approval of additional funds is required.
- 9.10.5 Where a Contract Change Order is to be paid by a third party and the security to ensure payment is in place to the satisfaction of the Treasurer, the service area Designate may execute the Contract Change Order. Where a portion of the Contract Change Order is to be paid by the Town, the provisions of section of the by-law shall be followed.
- 9.10.6 Funding should be in place prior to approving the CCO and prior to the execution of the works. When it is not possible to complete the CCO prior to the execution of the works, it shall be completed as soon as possible after commencement.

9.11 Council Reporting

9.11.1 Memorandum to Council

The service area Designate shall create a memorandum to Council to be included in the Council agenda for information purposes in the following circumstances:

1. The value of the Acquisition is greater than \$1,000,001, but is within the level authorized by Council;
2. A Single Source, Sole Source or Emergency Purchase is greater than \$50,000;
3. The CAO and Treasurer have approved additional funding to award a project that is over the level authorized by Council when the overage is between \$25,000 and \$50,000.

9.11.2 Council Approval

The service area Designate shall create a staff report to be included in the Council agenda for consideration for approval in the following circumstances:

1. Where an Acquisition or Contract Change Order exceeds the level authorized by Council by more than \$50,000;
2. Where the lowest Compliant Bid submission is not being recommended for Award;
3. Where the highest scoring Compliant Proponent proposal submission is not being recommended for Award;
4. Where provision(s) of this by-law are being waived;
5. Where the Acquisition of a tangible capital asset was not included in the approved capital budget;
6. Where Goods, Services or Construction were not included in the approved operating budget and is over \$50,000;

7. Any Contract requiring approval from the Ontario Municipal Board;
8. Any Contract prescribed by statute to be authorized by Council;
9. Where Council has directed staff to provide a report for approval.

SCHEDULE A
GOODS & SERVICES EXEMPT FROM PROVISIONS OF THE PURCHASING BY-LAW

1. Training and Education

- a) Books
- b) Conferences
- c) Courses
- d) Conventions
- e) Memberships
- f) Seminars
- g) Periodicals
- h) Magazines
- i) Staff training
- j) Staff development
- k) Staff workshops
- l) Subscriptions

2. Refundable Employee Expenses

- a) Advances
- b) Meal allowances
- c) Travel & Hotel accommodation
- d) Entertainment
- e) Mileage
- f) Miscellaneous – Non-Travel

3. Employer's General Expenses

- a) Payroll deduction remittances
- b) Licences (vehicles, elevators, radios, etc.)
- c) Debenture payments
- d) Grants to agencies/donations
- e) Payments of damages
- f) Tax remittances
- g) Charges to/from other Government or Crown Corporations
- h) Employee wages
- i) Freight charges

4. Professional and Special Services

- a) Committee fees
- b) Witness fees
- c) Court reporters' fees
- d) Honoraria
- e) Arbitrators
- f) Legal settlements
- g) Temporary Help
- h) Recreation Instructor Fees
- i) Courier Charges
- j) Legal fees

SCHEDULE A

GOODS & SERVICES EXEMPT FROM PROVISIONS OF THE PURCHASING BY-LAW (Continued)

5. Utilities/Other

- a) Postage
- b) Water and sewer charges
- c) Hydro
- d) Cable television charges
- e) Telephone, connectivity (excluding cellular services)
- f) Natural gas/propane
- g) Refunds and rebates to ratepayers
- h) Utility relocates by a public utility Vendor
- i) Collection Agencies (ex: Tax Sale Services)
- j) Land and Building Acquisition and Disposal – Exempt unless otherwise directed in policy Sale & Other Disposition of Land CP.02-14-08 and Real Property Acquisition CP.03-14-08, as amended

6. Advertising

- a) Classified advertising such as help wanted, for sales, etc.
- b) Display advertising such as event notices
- c) Public Tender advertising

SCHEDULE B

**Note: The Schedule provided below is a replacement Schedule and was Council Approved - September 19, 2018 – DSR-146-18
SUMMARY OF THRESHOLDS FOR PURCHASING**

Purchase Type	Purchase Threshold	Procurement Method	Advertising	Approval	Purchase Execution
Low Cost Purchase (LCP)	\$0 - \$25,000	<ul style="list-style-type: none"> • Process facilitated by service area directly • Three (3) written quotations where practical 	<ul style="list-style-type: none"> • Not Required 	<ul style="list-style-type: none"> • The Manager shall authorize specific staff to make (LCP) and; • Ensure that the personnel with the appropriate signing authority enters into contract with the awarded Bidder 	<ul style="list-style-type: none"> • Corporate Purchasing Card or; • Purchase Order and/or; • Vendor invoice
Informal Request for Quotation (RFQ)	*\$25,001 - \$101,100	<ul style="list-style-type: none"> • Process facilitated through Purchasing Services; • Call For Bid issued to minimum of three (3) Vendors 	<ul style="list-style-type: none"> • By invitation through Electronic Tendering System • Optional: Posted publicly through Electronic Tendering System 	<ul style="list-style-type: none"> • The Manager shall authorize specific staff to create specifications for the Call for Bid and; • Ensure that the personnel with the appropriate signing authority enters into contract with the awarded Bidder 	<ul style="list-style-type: none"> • Contract Agreement and; • Purchase Order
Formal Request for Quotation (RFQ)	*\$101,101 +	<ul style="list-style-type: none"> • Process facilitated through Purchasing Services; • Call For Bid issued 	<ul style="list-style-type: none"> • Electronic Tendering System; • Optional: Other forms of advertising where desired 	<ul style="list-style-type: none"> • The Manager shall authorize specific staff to create specifications for the Call for Bid and; • Ensure that the personnel with the appropriate signing authority enters into contract with the awarded Bidder 	<ul style="list-style-type: none"> • Contract Agreement and; • Purchase Order
Request for Tender (RFT)	*\$101,101 +	<ul style="list-style-type: none"> • Process facilitated through Purchasing Services; • Call For Bid issued 	<ul style="list-style-type: none"> • Electronic Tendering System; • Optional: Other forms of advertising where desired 	<ul style="list-style-type: none"> • The Manager shall authorize specific staff to create specifications for the Call for Bid and; • Ensure that the personnel with the appropriate signing authority enters into contract with the awarded Bidder 	<ul style="list-style-type: none"> • Contract Agreement and; • Purchase Order
Informal Request for Proposal (RFP)	*\$25,001 - \$101,100	<ul style="list-style-type: none"> • Process facilitated through Purchasing Services; • Call For Bid issued to 	<ul style="list-style-type: none"> • By invitation through Electronic Tendering System; 	<ul style="list-style-type: none"> • The Manager shall authorize specific staff to create specifications for the Call for Bid and; 	<ul style="list-style-type: none"> • Contract Agreement and; • Purchase Order

Purchase Type	Purchase Threshold	Procurement Method	Advertising	Approval	Purchase Execution
		minimum of three (3) Vendors	<ul style="list-style-type: none"> Optional: Posted publicly through Electronic Tendering System 	<ul style="list-style-type: none"> Ensure that the personnel with the appropriate signing authority enters into contract with the awarded Bidder 	
Formal Request for Proposal (RFP)	*\$101,101 +	<ul style="list-style-type: none"> Process facilitated through Purchasing Services; Call For Bid issued 	<ul style="list-style-type: none"> Electronic Tendering System; Optional: Other forms of advertising where desired 	<ul style="list-style-type: none"> The Manager shall authorize specific staff to create specifications for the Call for Bid and; Ensure that the personnel with the appropriate signing authority enters into contract with the awarded Bidder 	<ul style="list-style-type: none"> Contract Agreement and; Purchase Order
Request for Standing Offer (RFSO)	Any Amount	<ul style="list-style-type: none"> Process facilitated through Purchasing Services; Call For Bid issued 	<ul style="list-style-type: none"> Electronic Tendering System; Optional: Other forms of advertising where desired 	<ul style="list-style-type: none"> The Manager shall authorize specific staff to create specifications for the Call for Bid and; Ensure that the appropriate signing personnel authorize the prequalification of the selected Bidders/Proponents 	<ul style="list-style-type: none"> Contract Agreement and; Purchase Order and/or Vendor Invoice
Request for Prequalification (RFPQ)	Not Applicable	<ul style="list-style-type: none"> Process facilitated through Purchasing Services; Call For Bid issued 	<ul style="list-style-type: none"> Electronic Tendering System; Optional: Other forms of advertising where desired 	<ul style="list-style-type: none"> The Manager shall authorize specific staff to create specifications for the Call for Bid and; Ensure that the appropriate signing personnel authorize the prequalification of the selected Proponents 	<ul style="list-style-type: none"> Not applicable
Request for Information (RFI) or Expression of Interest (EOI)	Not Applicable	<ul style="list-style-type: none"> Process facilitated through Purchasing Services; RFI or EOI document issued 	<ul style="list-style-type: none"> Electronic Tendering System; Optional: Other forms of advertising where desired 	<ul style="list-style-type: none"> The Manager shall authorize specific staff to create specifications for the RFI or EOI 	<ul style="list-style-type: none"> Not applicable
Single Source Or Sole Source	\$25,001 +	<ul style="list-style-type: none"> Process facilitated through Purchasing Services 	<ul style="list-style-type: none"> Not Applicable 	<ul style="list-style-type: none"> Single/Sole Source Form submitted from the Manager or appropriate signing 	<ul style="list-style-type: none"> Contract Agreement and; Purchase Order

Purchase Type	Purchase Threshold	Procurement Method	Advertising	Approval	Purchase Execution
				<p>authority to Supervisor of Purchasing for approval of process before commitment of Acquisition is made;</p> <ul style="list-style-type: none"> • Vendor quotation is required; • Memo to Council is required (\$50,001 +) or; • At the Manager or appropriate signing authority's discretion, Council Approval may be requested 	
Emergency Purchase	\$25,001 +	<ul style="list-style-type: none"> • Not applicable 	<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Manager and Treasurer approval required and; • Emergency Purchase Form submitted from Manager with above approval issued to Supervisor of Purchasing before commitment of Acquisition if possible and practical or as soon as possible after given the circumstance; • Vendor quotation, if possible and practical given the circumstance; • Memo to Council is required (\$50,001 +) or; • At the discretion of the Manager and Treasurer, Council Approval may be requested 	<ul style="list-style-type: none"> • Contract Agreement where possible given the circumstance and; • Purchase Order
Purchases where the provisions of the by-law are being waived	Any Amount	<ul style="list-style-type: none"> • Not applicable 	<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Manager shall review the purchase(s) with the Supervisor of Purchasing prior to pursuing • Council approval is required 	<ul style="list-style-type: none"> • Where appropriate, Contract Agreement and/or; • Purchase Order • Copy of Staff Report and Council Resolution provided to Purchasing Services

*The purchase threshold amounts as legislated, will be adjusted for inflation every 2 years at the start of the year to be compliant to the Canadian Free Trade Agreement (CFTA) and the Canadian-European Union Comprehensive Trade Agreement (CETA) treaties.

SCHEDULE C BID IRREGULARITIES

A bid irregularity is a deviation between the requirements (terms, conditions, specifications, special instructions) of a bid request and the information provided in a bid response.

A **"major irregularity"** is a deviation from the bid request that affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the Bidder/Proponent could gain an unfair advantage over competitors. Purchasing Services shall reject any bid, which contains a major irregularity.

A **"minor irregularity"** is a deviation from the bid request, which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected, the Bidder/Proponent would not gain an unfair advantage over competitors. Purchasing Services in consultation with Legal Services may permit the Bidder/Proponent to correct a minor irregularity.

ACTION TAKEN:

1. The Bid Review Committee shall be responsible for all action taken in dealing with bid irregularities, and acts in accordance with the nature of the irregularity:
 - ✓ major irregularity (automatic rejection)
 - ✓ minor irregularity (Bidder/Proponent may rectify)
2. The list of irregularities in this schedule should not be considered all-inclusive. The Bid Review Committee will review minor irregularities not listed and acting in consensus shall have authority to waive other irregularities or grant two (2) business days to initial such irregularities, which they jointly consider to be minor.
3. Where a submitter has been given notice of a specified time period to correct an irregularity, the submitter shall be deemed to be in default of the process and, where applicable, the bid deposit shall be forfeited if the correction is not made. The submission will be given no further consideration for award.
4. This Bid Irregularity List shall apply where the irregularity is with respect to a stated requirement of a Formal Call for Bid (RFQ, RFP, and RFT) or Information Gathering Bid (RFEOI, RFI, RFPQ) and where the submission must be received on/before a specified date and time.

ITEM	IRREGULARITY	MINOR	MAJOR	ACTION
GENERAL				
1	Late Submissions		✓	Electronic Tendering system shall not accept late Bid submissions
2	Failure to attend mandatory site visit		✓	Automatic rejection
3	Partial Submissions (all items not bid on)		✓	Acceptable only if Bid document allows for partial items to be bid on, otherwise it's automatic rejection.
4	Conditional Submissions (Ex: Submissions qualified, based on a Bidder's/Proponent's condition or restricted by an appended statement)		✓	Rejection unless, in the opinion of the Bid Review Committee, the qualification or restriction is minor and would not adversely affect an award decision and/or the total price
5	Submissions Containing Minor Obvious Clerical Errors that do not result in any ambiguity with respect to the overall submission and/or award decision	✓		Two (2) business days to correct and initial errors
6	Submitter has not been previously qualified under a related pre-qualification process, where applicable		✓	Automatic Rejection
7	Other Minor Irregularities	✓		The Bid Review Committee shall have the authority to waive irregularities, which are considered minor
8	Any Irregularity	✓		Despite the provisions herein contained, Council may waive any irregularity where it considers it to be in the best interest of the Town
BID DOCUMENTS				
9	Bid submitted in other than the original Bid Form format		✓	Automatic rejection
10	All mandatory (required) sections of the document not completed		✓	Automatic rejection. Electronic Tendering system shall not accept submission without all mandatory sections completed.
11	Bid Form not signed, electronic signature missing or authority to bind missing		✓	Automatic rejection. Electronic Tendering system shall not accept submission unless the Proponent/Bidder has checked the box confirming authority to submit a proposal/bid on behalf of the Proponent/Bidder
12	Failure to acknowledge addendum(s)		✓	Automatic rejection. Electronic Tendering system shall not accept submission unless the Proponent/Bidder acknowledges addendum(s).

**SCHEDULE C
BID IRREGULARITIES – SUMMARY (Continued)**

13	Incomplete, illegible or obscure submissions or submissions which contain additions not called for, erasures, alterations, or strike-out errors or irregularities of any kind that are immaterial	✓		The Bidder/Proponent will be allowed two (2) business days to correct the irregularity if deemed immaterial by the Bid Review Committee
14	Submissions not completed in English		✓	Automatic rejection
15	Submissions received on Call for Bid documents other than those provided on tender forms/documents from the Town		✓	Automatic rejection
16	Alternate items provided in whole or in part	✓		Available for further consideration unless specified otherwise in the request
17	Pages requiring completion of information by Bidder/Proponent are missing and/or uploaded incorrectly		✓	Automatic rejection.
BID DEPOSIT				
18	Bid Deposit (Bid Bond) not submitted/uploaded accurately with submission		✓	Automatic rejection
19	Bid Deposit (Bid Bond) not in the acceptable form		✓	Automatic rejection
20	Town is unable to verify authenticity of Bid Deposit (Bid Bond/Digital Bond)		✓	Automatic rejection
21	Amount on Bid Deposit (Bid Bond) is incorrect and/or insufficient	✓		Two (2) business days to rectify
22	Surety provider and/or Bidder's/Proponent's authorized signature missing from the Bid Bond	✓		Two (2) business days to rectify
23	Effective period of Bid Bond is less than the irrevocable period stipulated in the call for bid document	✓		Two (2) business days to rectify
AGREEMENT TO BOND				
24	Agreement to bond with the Town not submitted with submission or uploaded correctly		✓	Automatic rejection
25	Agreement to bond amount is incorrect and/or insufficient	✓		Two (2) business days to rectify

**SCHEDULE C
 BID IRREGULARITIES – SUMMARY (Continued)**

26	Surety provider and/or Bidder's/Proponent's authorized signature missing from Agreement to Bond	✓		Two (2) business days to rectify
PRICING				
27	Failure to include the Schedule(s) of Items & Prices, Price Form, Unit Pricing, Lump Sum Pricing or Price Details, as may be applicable, for inclusion with the submission		✓	Automatic Rejection. The Electronic Tendering System will not allow the Bidder/Proponent to submit if all mandatory fields are not filled out.
28	Conditions placed by the Bidder/Proponent on the Total Contract Price		✓	Automatic rejection
29	Pricing appears to be unbalanced to the extent that it would have a significant adverse effect to the Town if awarded		✓	Automatic rejection
POST AWARD NOTIFICATION				
30	Failure to execute required bonding or financial security within the prescribed time period		✓	Automatic rejection and Bid Deposit forfeited
31	Failure to execute a Contract Agreement within the prescribed time period		✓	Automatic rejection and Bid Deposit forfeited
32	Failure to provide supporting documents, as specified within the bid document and within the prescribed time period		✓	Automatic rejection and Bid Deposit forfeited