

The Corporation of the Town of Tecumseh

By-Law Number 2025-080

Being a by-law to adopt a policy for the procurement of goods and services for the Town of Tecumseh.

Whereas Section 270 of the *Municipal Act*, 2001, S.O. 2001, c.25 (the “**Municipal Act**”) imposes upon municipalities the obligation to adopt policies with respect to the procurement of goods and services;

And Whereas this By-Law establishes the authority and sets out the methods by which goods, services or construction will be procured and disposed of for the purposes of the Corporation of the Town of Tecumseh (the “**Town**”) subject to certain exceptions as set out herein;

And Whereas the Council of the Town deems it expedient to enact this By-Law to make provisions to govern the procurement of all goods and services within the Town.

Now Therefore the Council of the Corporation of the Town of Tecumseh enacts as follows:

Part 1 - Short Title

This By-Law may be cited as the Town of Tecumseh “Purchasing By-Law”.

Part 2 - Objective

- 2.1 This By-Law outlines the processes to be followed in order to obtain the Best Value when procuring goods or contracting services for the Town of Tecumseh.
- 2.2 The guiding principle is that procurement decisions will be made using a competitive process that is open, transparent and fair, and in accordance with applicable regulatory Trade Agreements.

Part 3 - General Provisions

- 3.1 Unless otherwise provided in accordance with this By-Law, the Department Directors shall act for the Town for the procurement of all goods and services and shall be responsible for providing all necessary advice and services required for such procurements in accordance with the method of purchase authorized by this By-Law and the policy contained herein and attached hereto as Schedule “C” to this By-Law (the “**Purchasing Policy**”). No procurement of goods and/or services shall be authorized unless it is in compliance with this By-Law and the Purchasing Policy.
- 3.2 Elected Officials shall not approve or procure any goods and/or services.

- 3.3 Unless otherwise provided in accordance with this By-Law and the Purchasing Policy, the procurement of all goods and services shall be authorized in accordance with the provisions of Schedule "A" to this By-Law.
- 3.4 No requirement for goods and services may be divided into two or more parts to avoid the provisions of this By-Law and the Purchasing Policy.
- 3.5 The Purchasing Coordinator, together with the Purchasing Officer, are authorized to make and promulgate from time-to-time administrative policies, procedures and directions respecting:
- (a) the preparation and development of specifications;
 - (b) the requirements and form of Bid Deposits;
 - (c) other securities and documentation required or advisable for Bids;
 - (d) procedures for the opening, evaluation and recommendation of Tenders;
 - (e) such other matters of an ancillary or incidental nature to more fully carry out the intent and purpose of this By-Law and the Purchasing Policy.
- 3.6 Capitalized words or phrases contained in this By-Law shall have the same definitions as documented in the Purchasing Policy unless otherwise specified herein.
- 3.7 Any disputes in the interpretation of this By-Law or the Purchasing Policy shall be resolved as follows:
- (a) meeting between the Bidder and the applicable Department Director; then
 - (b) if (a) does not lead to a resolution, the decision can be appealed to the Chief Administrative Officer; then
 - (c) if (b) does not lead to a resolution, the decision can be appealed to the Town Council.
- 3.8 This By-Law will be reviewed and revised on a periodic basis. It is anticipated that reviews will be conducted every five (5) years or more frequently as required.
- 3.9 Goods and services not subject to this By-Law or the Purchasing Policy are listed in Schedule "B" to this By-Law.

Part 4 - Responsibilities

4.1 Department Directors

Department Directors shall have responsibility for all procurement activities within their respective Department and are accountable to achieving Best Value while

following the procurement principles; and have authority to procure items as outlined in Schedule “A”.

4.2 **Purchasing Officer**

The Purchasing Officer is responsible for:

- (a) providing professional procurement advice and services to Department Directors;
- (b) monitoring compliance with this By-Law and the Purchasing Policy;
- (c) reporting to the Purchasing Coordinator whenever the specifications of a Request for Tender or Request for Proposal cannot be met by two or more suppliers;
- (d) notifying the Purchasing Coordinator, in advance, when possible, of non-compliance with this By-Law and/or the Purchasing Policy;
- (e) rejecting all purchase requisitions for services where the services could result in the establishment of an employer-employee relationship;
- (f) providing education and training sessions to all Town departments on an annual basis and as requested. Training sessions would include, but are not limited to; procurement legislation, Electronic Purchasing platform, procurement processes and procurement best practices.

4.3 **Town Council**

As provided for in Section 224 of the Municipal Act, as amended, it is the role of Town Council to, among other things:

- (a) represent the public and consider the well-being and interests of the Town;
- (b) develop and evaluate the policies of the Town;
- (c) ensure that administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of Council;
- (d) ensure the accountability and Transparency of the operations of the Town; and
- (e) maintain the financial integrity of the Town.

Despite the above obligations, Section 23.1 of the Municipal Act permits Council to delegate responsibilities to officers and employees of the Town as Council deems appropriate, including responsibilities with respect to procurement and/or the disposal of surplus assets, but with Council being able to set such conditions

and limits of that delegation as Council considers appropriate, and with Council being able to modify or revoke the delegation at any time.

4.4 Chief Administrative Officer ("CAO")

The CAO is the officer with ultimate responsibility for exercising general control over the activities contemplated by this By-Law and the Purchasing Policy, including ensuring Department Directors, employees, and any and all other persons conducting procurements and/or disposing of surplus assets on behalf of the Town comply with the requirements of this By-Law and the Purchasing Policy.

Part 5 - Single/Sole Source Procurement/Direct Negotiation

5.1 Single Source Procurement

Single Source Procurement is one in which two or more Vendors can supply the commodity, technology and/or perform the services required by the Town, but a Single Source is recommended by the applicable Department Director (or delegate).

- (a) In circumstances where there may be more than one source of supply in the open market, but only one of these is recommended by the applicable Department Director, with the concurrence of the Purchasing Officer, for consideration on the grounds that it is more cost effective or beneficial to the Town; and where the expenditure is between \$10,000 and \$100,000, then approval authority is required from each of the applicable Department Director, Purchasing Coordinator and CAO. The applicable Department Director (or delegate) shall be responsible for submitting the Approval Memo detailing the rationale supporting the use of the Single Source prior to Negotiation with the Single Source.
- (b) In circumstances where there may be more than one source of supply in the open market, but only one of these is recommended by the applicable Department Director, with the concurrence of the Purchasing Officer, for consideration on the grounds that it is more cost effective or beneficial to the Town; and where the expenditure will exceed \$100,000, approval must be obtained from Town Council prior to Negotiation with the Single Source. The applicable Department Director shall be responsible for submitting a Report to Council detailing the rationale supporting the use of the Single Source.

5.2 Sole Source Procurement

Sole Source Procurement is one in which there is only one Vendor available for the required goods or services.

- (a) In circumstances where there is only one source of supply for the required goods, services or equipment and where the expenditure is between

- (b) \$10,000 and \$100,000, then, with the concurrence of the Purchasing Officer, approval authority is required from each of the applicable Department Director, Purchasing Coordinator and CAO for the Sole Source prior to Negotiation with the Sole Source supplier. The applicable Department Director (or delegate) shall be responsible for submitting the Approval Memo detailing the rationale supporting the use of the Sole Source procurement.
- (c) If a Department Director requires goods, services or equipment deemed to be available from only one source of supply and where the expenditure will exceed \$100,000 the applicable Department Director, with the concurrence of the Purchasing Officer, shall initiate a Report to Council requesting that the Tendering procedure be waived and that the applicable Department Director be authorized to negotiate with the Sole Source supplier.

Part 6 - Authorities

6.1 Department Directors

Department Directors are delegated the authority to Award and execute Formal Agreements provided this delegated power is exercised within the limits prescribed in Schedule "A" to this By-Law, and the requirements of this By-Law and the Purchasing Policy are otherwise met.

6.2 Town Clerk

- 6.3 The Town Clerk has the authority to procure goods, services and equipment considered necessary or advisable to carry out the requirements of the Municipal Elections Act, R.S.O. 1996. The Town Clerk shall, whenever possible, be guided by the provisions of this By-Law and the Purchasing Policy.

6.4 Town Council

Despite any other provision of this By-Law, the following procurements are subject to Council approval:

- (a) any procurement prescribed or otherwise requiring by-law approval to be made by Town Council;
- (b) where the cost amount proposed for acceptance is higher than the Council approved budget for that expenditure or where the expenditure would result in insufficient funds remaining in the Council approved budget to complete the project as budgeted;
- (c) an extension of an existing Formal Agreement of Purchase Order where there is no option to extend included in the Formal Agreement or Purchase Order;

- (d) where a major irregularity precludes the Award of a Tender to the Vendor submitting the lowest Bid;
- (e) where authority to approve has not been expressly delegated; and
- (f) any other instance in which the Chief Financial Officer/Treasurer and the Chief Administrative Officer, notwithstanding this By-Law, decide it would be in the best interests of the Town to do so.

6.5 Conflicts

- (a) No appointed officer or employee of the Town will have any interest directly or indirectly, as a contracting party, partner, shareholder, surety or otherwise in any Formal Agreement or Purchase Order for goods or services or in any portion of the profits thereof, or any supplies to be used therein, or in any of the monies to be derived therefrom unless such interest has been declared and approved by Council prior to the close of the Bid, or in the case of multiple small non-contracted jobs, on an annual basis.
- (b) Any Formal Agreement or Purchase Order with the Town, or with any person acting for the Town, and any Formal Agreement or Purchase Order for the supply of goods, materials or services to a Vendor for work for which the Town pays or is liable, directly or indirectly, to pay in which a member of Council or any employee of the Town has an undeclared pecuniary interest, directly or indirectly may be voided.
- (c) All staff and others participating in the evaluation of Bids shall disclose any conflict of interest prior to the evaluation process and shall not be permitted to influence or participate in the evaluation.
- (d) All consultants Awarded a project shall disclose to the Town prior to accepting an assignment, any potential conflict of interest. If such a conflict of interest exists, the Town as directed by the Director or Chief Administrative Officer may, at its discretion, withhold the assignment from the consultant until the matter is resolved. Furthermore, during the conduct of a Town assignment, if a consultant is retained by another client giving rise to a potential conflict of interest, then the consultant shall so inform the Town.

Part 7 - Requirement for Approved Funds

- 7.1 The exercise of authority to Award a project is subject to the identification and availability of sufficient funds in appropriate accounts within the Town Council approved budget with the exception of the provisions in Section 4.4. Pending Council's approval of proposed budgetary estimates, Department Directors are authorized to spend up to 50% of the previous year's approved Operating Budget.

- 7.2 Where goods and services are routinely purchased or leased on a multi- year basis, the exercise of authority to Award a project is subject to:
- (a) the identification and availability of sufficient funds in appropriate accounts for the current year within the Town Council approved budget; and
 - (b) the requirement for the goods or services to continue to exist in subsequent years and, in the opinion of the Town Treasurer, the required funding can reasonably be expected to be made available.

Part 8 - Over Budget and Unbudgeted Projects

8.1 Over Budget Projects

Where a project will be over budget, departments must take one or more of the following steps to mitigate the financial impact:

- (a) Scale back the scope of the project to come within budget (applies to budgeted projects only).
- (b) Cancel another current or prior year capital project with the same funding source; A Report must go to Council to advise what project is being cancelled and where funds are being redirected.
- (c) Cancel the project, close the capital account and resubmit the project for the subsequent year's budget/long range capital plan;

Under budget amounts from previously Awarded capital projects and /or operating budgets are **not** eligible funding sources.

8.2 Unbudgeted Projects

Where a requirement exists to initiate a project for which goods and/or services are required and funds are not contained within the Council approved budget to meet the proposed expenditure, the applicable Department Director shall, prior to commencement of the procurement process, submit a Report to Council containing:

- (a) Information surrounding the requirement to procure; and
- (b) Information on the availability of funds within existing budgets, which were originally approved by Council for other purposes, or on the requirement for additional funds;

Reports to Council relating to any financial impacts shall be reviewed by the Purchasing Coordinator (Director of Finance/CFO) prior to being placed on the Council agenda.

8.3 Expenditures Exceeding Approved Budget Funding

- (a) The applicable Department Director or delegate must seek Council approval when regardless which Bid Solicitation process is utilized, in the event the cost amount proposed for acceptance is higher than the Town Council approved budget for that expenditure and where the cost of a project is in excess of the greater of \$40,000 or 10% of the Council approved budget;
- (b) The Report should be completed prior to incurring the over-expenditure or at the earliest opportunity subsequent to the over-expenditure. The Report should outline the following items at a minimum;
 - (i) Approved budget for the project;
 - (ii) Amount of Awarded Formal Agreement or Purchase Order;
 - (iii) Overall cost of the completed project;
 - (iv) The amount of and the reasons for the over budget situation;
 - (v) Source of financing for the over budget amount

Part 9 - Repeal

That By-Law No. 2021-060 and any provisions of any by-law inconsistent with this By-Law are hereby repealed.

Read a first, second, third time and finally passed this 24th day of June, 2025.



Gary McNamara, Mayor

Robert Auger, Clerk

Schedule “A”

Approval Authorities to Award and Execute Formal Agreements and Purchase Orders

(By-Law No. 2025-080)

Note: Sales taxes, excise taxes, goods and services taxes and duties shall be included in determining the price of a project for the supply of goods or services for the purpose of the relationship of the price to the preauthorized expenditure limit.

In the case of multi-year supply and/or service procurement, the preauthorized expenditure limit shall refer to the estimated annual expenditure under the Formal Agreement or Purchase Order.

Regular Purchases – Excluding Consultants

Dollar Value	Procurement Process	Approval Authority	Source of Bids
\$10,000 or Less	No formal quotes required	Any employee authorized by the applicable Department Director or if a Formal Agreement is required, the applicable Department Director	Purchase from the competitive marketplace where possible and practicable
\$10,001 to and including \$50,000	Informal Quotation – written quotation required	Applicable Department Director	At least three (3) written quotes to be obtained
\$50,001 to and including \$500,000	Formal Written Quotation – Request for Quote, Tender or Proposal	Applicable Department Director, CFO, and CAO	Advertisement on Town website and/or direct invitation. Approval Memo required to be signed by the Approval Authorities
Equal to or greater than \$500,001	Formal Written Quotation – Request for Quote, Tender or Proposal	Town Council (Formal Agreements to be executed by Mayor and Town Clerk following Council approval)	Advertisement on Town website and/or direct invitation.

Consultant Purchases

Dollar Value	Procurement Process	Approval Authority	Source of Bids
\$10,000 or Less	No formal quotes required	Any employee authorized by the applicable Department Director or if a Formal Agreement is required, the applicable Department Director	Purchase from the competitive marketplace where possible and practicable
\$10,001 to and including CFTA Thresholds	Informal Quotation – written quotation required	Applicable Department Director	At least three (3) written quotes to be obtained
CFTA Thresholds to and including \$500,000	Formal Written Quotation – Request for Quote, Tender or Proposal	Applicable Department Director, CFO, and CAO	Advertisement on Town website and/or direct invitation. Approval Memo required to be signed by the Approval Authorities
Equal to or greater than \$500,001	Formal Written Quotation – Request for Quote, Tender or Proposal	Town Council (Formal Agreements to be executed by Mayor and Town Clerk following Council approval)	Advertisement on Town website and/or direct invitation.

Single/Sole Sourcing/Direct Negotiation

Dollar Value	Procurement Process	Approval Authority	Source of Bids
\$10,001 to and including \$100,000		Applicable Department Director and Purchasing Coordinator and Chief Administrative Officer	
Equal to or greater than \$100,001		Town Council (Formal Agreements to be executed by Mayor and Town Clerk following Council approval)	

Irregular Result

Dollar Value	Procurement Process	Approval Authority	Source of Bids
\$10,001 to and including \$100,000		Applicable Department Director and Purchasing Coordinator and Chief Administrative Officer	
Equal to or greater than \$100,001		Town Council (Formal Agreements to be executed by Mayor and Town Clerk following Council approval)	

Schedule “B”

Goods and Services Not Subject to this By-Law

(By-Law No. 2025-080)

1. Petty cash items
2. Training and education, including:
 - a. Conferences, courses, seminars, professional development, staff development/workshops;
 - b. Magazines and periodicals;
 - c. Memberships
 - d. Staff relations.
3. Refundable employee expenses including:
 - a. cash advances;
 - b. meal allowances, accommodation, and travel expenses.
4. Employer's general expenses including:
 - a. payroll deduction remittances;
 - b. medicals;
 - c. insurance premiums;
 - d. tax remittances;
 - e. grants to agencies;
 - f. payments of damages;
 - g. charges to/from other Government or Crown Corporations.
5. Licenses, certificates, and other approvals required.
6. Ongoing maintenance for existing computer hardware and software
7. Professional and special services including:
 - a. additional non-recurring accounting and auditing services;
 - b. legal services;
 - c. surveying services;
 - d. property taxation services;
 - e. banking services where covered by agreements;
 - f. public debenture sales;
 - g. group benefits (health or social services);

- h. realty services regarding the lease, acquisition, demolition, sale of land and appraisal of land;
 - i. policing services.
- 8. Advertising services required by the Town on or in, but not limited to, radio, television, newspaper, and magazines.
- 9. Utilities:
 - a. Postage.
 - b. Water, sewer, hydro, electricity, and natural gas;
 - c. Internet services.

Schedule “C”

Policy No. 17 – Purchasing Policy

(By-Law No. 2025-080)

[follows on next pages]



The Corporation of the Town of Tecumseh

Policy Manual

Policy Number:	17
Effective Date:	June 10, 2025
Supersedes:	RCM 320/17 – September 12, 2017, RCM RCM 263/21 – July 27, 2021, RCM
Approval:	RCM XXX/25 – June 10, 2025, RCM
Subject:	Purchasing Policy

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1. Interpretation

1.1 Definitions

In this Policy, unless contrary intention appears, the following words and phrases have the meanings attributed to them below:

- 1.1.1 **“Approval Memo”** means a memorandum prepared by the applicable Department Director (or delegate) outlining a summary of Bids and recommending the Award of the project pursuant to the requirements of the Tender or Quote or Proposal as the case may be.

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- 1.1.2 “**Award**” means the formal decision of the Town to select a Vendor for a project or service, which decision shall be formalized by a Formal Agreement or Purchase Order.
 - 1.1.3 “**Best Value**” means the optimal balance of performance and cost determined in accordance with the pre-defined evaluation plan. Best value may include a time horizon that reflects the overall life cycle of a given asset;
 - 1.1.4 “**Bid**” is a document submitted in a response to invitation to Bid. Bids received up to a deadline date are generally opened at a stated time and place and evaluated for the Award of the project.
 - 1.1.5 “**Bidder**” means a Vendor that submits a Bid to perform work or provide goods or services based on the requirements outlined in a Tender.
 - 1.1.6 “**Bid Deposit**” means currencies, certified cheques, bond surety issued by a surety company or other form of negotiable instrument to ensure the successful Bidder will enter into an agreement;
 - 1.1.7 “**Buying Group**” means the cooperative arrangement in which individual members administer the procurement function for specific contracts for the group, and more formal corporate arrangements in which the Buying Group administers procurement for group members. Buying groups may consist of a variety of entities, including any combination of procuring entities, private sector entities, or not-for-profit organizations.
 - 1.1.8 “**CAO**” means the Chief Administrative Officer for the Corporation of the Town of Tecumseh.
 - 1.1.9 “**Certificate of Clearance**” from the Workplace Safety and Insurance Board means a certificate issued by an authorized official of the Workplace and Insurance Board certifying that the Board waives its rights under subsection 9(3) of the *Workers’ Compensation Act*, R.S.O. 1990, Chapter W.11.
 - 1.1.10 “**CFO**” means the Chief Financial Officer for the Corporation of the Town of Tecumseh.
 - 1.1.11 “**CFTA Thresholds**” means the monetary thresholds applicable to MASH Entities set forth in the Canadian Free Trade Agreement (“CFTA”), as amended and updated from time to time.
 - 1.1.12 “**contract with**” means a commitment to enter into a Formal Agreement with an entity to do work or provide goods or services.
 - 1.1.13 “**Cooperative Procurement**” means the purchase of goods or services as part of a Buying Group.

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- 1.1.14 **“declaration respecting *Workers Compensation Act*, R.S.O. 1990/*Corporation Tax Act*”** means a declaration that the Vendor has paid all assessments or compensation payable and has otherwise complied with all requirements of the Workplace Safety and Insurance Board and that the Vendor has paid all taxes and/or penalties imposed on it pursuant to the *Corporation Tax Act*, R.S.O., 1990.
- 1.1.15 **“Department Director”** shall mean the Director of any department for the Town or designate(s).
- 1.1.16 **“Electronic Bid Submission”** or **“E-Bid Submission”** is the electronic transfer of Proposal, Tender or Quotation Bid data between a potential Vendor and contracting authority.
- 1.1.17 **“Electronic Purchasing”** refers to an internet-based process wherein the complete Tendering processes, from advertising to receiving and submitting Tender related information are done online.
- 1.1.18 **“Emergency”** means a situation, or the threat of an impending situation, which may affect the environment, the life, safety, health and/or welfare of the general public, or the property of the residents of the Town of Tecumseh, or to prevent serious damage, disruption of work, or to restore or to maintain essential service to a minimum level.
- 1.1.19 **“Executed Agreement”** means a form of agreement, either incorporated in the Bid documents or prepared by the Town or its agents, to be executed by the successful Bidder and the Town.
- 1.1.20 **“Formal Agreement”** or **“Contract”** means a specific written agreement that outlines the terms and conditions for the delivery of work or the providing of goods or services which are enforceable by law.
- 1.1.21 **“Insurance Documents”** means certified documents issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario certifying that the Bidder is insured in accordance with the Town’s insurance requirements as contained in the Bid documents;
- 1.1.22 **“Irregular Result”** means that in any procurement process where competitive Bids or Proposals are submitted, any of the following has occurred or is likely to occur:
- (a) the lowest responsive Bid or Proposal exceeds the estimated cost or budget allocation;
 - (b) the lowest responsive Bid or Proposal contains an irregularity as described in Appendix “A”;

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- (c) the specifications of a Tender call or request for Proposal cannot be met by two or more suppliers; or
 - (d) concurrence cannot be achieved between the applicable Department Director and the Purchasing Officer.
- 1.1.23 **“Irregularities Contained in Bids”** is defined in Appendix “A” and includes the appropriate response to those irregularities.
- 1.1.24 **“Irrevocable Letter of Credit”** means an irreversible or unalterable commitment on the part of a Chartered Bank that is contained on the Town’s standard letter of credit form, to pay the Town a sum of money on demand.
- 1.1.25 **“Labour and Material Bond”** means a bond issued by a surety company to ensure that the contractor will pay his or her suppliers and thereby protects the Town against items that might be granted to supplier should the contractor not make proper payments;
- 1.1.26 **“Letter of Agreement to Bond”** means a letter or other form issued by a bonding agency licensed to operate by the Government of Canada or the Province of Ontario advising that, if the Bidder is successful the bonding agency will issue the required bonds;
- 1.1.27 **“MASH Entities”** means a specific group of public entities and stands for “Municipalities, Academic Institutions, Schools and Hospitals”.
- 1.1.28 **“Negotiation”** means conferring with one or more Vendors to reach an agreement on needed goods or services under the conditions outlines in this policy;
- 1.1.29 **“Performance Bond”** means a sum of money put up as a guarantee by a surety company that the named Vendor will perform in accordance with the contract;
- 1.1.30 **“Proposal”** means a request for Bids comprised of technical and financial approaches and plans, subject to evaluation using criteria established by the Town.
- 1.1.31 **“Purchase Order”** means the standard Town procurement document issued by Procurement and Supply to formalize a purchasing transaction with a supplier.
- 1.1.32 **“Purchasing Coordinator”** is the Director, Financial Services/Chief Financial Officer or their designate.
- 1.1.33 **“Purchasing Officer”** is the Town employee reporting directly to the Director, Financial Services/Chief Financial Officer who will coordinate

the procurement process for the Town in accordance with competitive Bidding laws, current regulations, the Town's Purchasing By-Law and industry best practices.

- 1.1.34 **"Quotation"** means a request for prices on a specific goods and/or services from selected Vendors that are submitted as specified in the Request for Quotation.
- 1.1.35 **"RFx"** means Request for Anything, as a general umbrella term used for various types of Procurement requests, including Request for Proposal (RFP), Request for Quote (RFQ), Request for Tender (RFT) or Request for Information (RFI).
- 1.1.36 **"Related Party"** in relation to a Bidder means any party that is directly or indirectly owned or controlled by a combination of the Bidder and/or any one or more officers, directors, and/or shareholders of the Bidder.
- 1.1.37 **"Report"** means the submission of a standard report to Council seeking approval of the recommendations therein.
- 1.1.38 **"Request for Information" or "RFI"** means the process used prior to issuing a Tender call as a general market research tool to determine what products and services are available, scope out business requirements, and/or estimate project costs. The response may be subject to further requests.
- 1.1.39 **"Request for Prequalification"** means a formal Town solicitation for details on suppliers' backgrounds, capabilities and resources, and the goods or services they are offering, such information shall be used to pre-qualify suppliers and/or their goods and services to be invited to submit Bids.
- 1.1.40 **"Request for Proposal" or "RFP"** means a competitive method of procurement, which may include supplier or contractor pre-qualification, where suppliers are requested to submit Bids in response to an advertisement requesting sealed Tenders.
- 1.1.41 **"Request for Tender" or "RFT"** means a competitive method of procurement, which may include supplier or contractor pre-qualification, where suppliers are requested to submit Bids in response to an advertisement requesting sealed Tenders.
- 1.1.42 **"Request for Quotation" or "RFQ"** means a competitive process where prospective Vendors are requested to submit Quotations for a specific procurement of goods or services.
- 1.1.43 **"Single Source"** means when two or more suppliers can supply the commodity, technology and/or perform the services required but a

Single Source is recommended by the applicable Department Director or delegate.

- 1.1.44 **“Sole Source”** means when there is only one supplier of particular goods or services.
- 1.1.45 **“Tender”** means a Bid which contains an offer in writing to execute some specified services, or to supply certain specified goods, at a certain price, in response to a publicly advertised request for Bids.
- 1.1.46 **“Town”** shall mean the Corporation of the Town of Tecumseh.
- 1.1.47 **“Trade Agreements”** means the Canadian Free Trade Agreement (**CFTA**) and the Canadian and European Union Comprehensive Economic and Trade Agreement (**CETA**).
- 1.1.48 **“Transparency”** means the condition of being easily seen through, discerned, evident or obvious in a way that is understandable, frank and open to all persons.
- 1.1.49 **“Unsolicited Offer”** means an offer to supply goods or services to the Town which was not asked for and which may or may not represent a thing of value to the Town.
- 1.1.50 **“Value Analysis”** typically refers to a life cycle costing approach to valuing a given alternative, which calculates the long-term expected impacts of implementing the particular option.
- 1.1.51 **“Vendor”** means a supplier, contractor or service provider that provides goods or services often after being Awarded a Contract.

2. General Procurement Policy

2.1 Procurement Documentation

- 2.1.1 In order to maintain consistency, guidelines shall be provided to Department Directors on procurement policies and procedures and on the structure, format and general content of procurement documentation.
- 2.1.2 Procurement documentation shall avoid use of specific products and brand names.
- 2.1.3 Notwithstanding Subsection 2.1.2 a Department Director may specify a specific product, brand name or approved equal for essential functionality purposes to avoid unacceptable risk or for some other valid purpose with the concurrence of the Purchasing Officer. In such instances, the applicable Department Director and the Purchasing

Officer shall manage the procurement to achieve a competitive situation if possible.

2.1.4 Department Directors shall:

- (a) give consideration to the need for Value Analysis comparison of options or choices;
- (b) ensure adequate Value Analysis comparisons are conducted to provide assurance that the specification will provide Best Value, and
- (c) include the Value Analysis documentation in the procurement file.

3. General Procurement Procedures

3.1 Objectives

3.1.1 Objective 1: Corporate Efficiency

Purchases must be for unique Departmental requirements such that corporate purchasing power or standardization is not a factor in costing. Requirements cannot be split in order to qualify for this process.

3.1.2 Objective 2: Competitive Process

A competitive process is undertaken whereby the most open Bidding process practicable for the acquisitions of goods and services is used. Care must be taken as to how Bids are sought; Bidder's lists are maintained; and how competition is encouraged.

3.1.3 Objective 3: Open Process

Departmental needs are communicated to Bidders, who are able to Bid on goods or services they are qualified to provide. There should be no limitation of Bids to an established listing.

3.1.4 Objective 4: Transparent Process and Accountability

The process is undertaken based on clear definition of the product or service requirement, and a clear outline of the review and criteria to be undertaken. The decision to choose a Bidder will be based solely on the requirements as documented, the Bidder document, and the application of the review criteria. The same decision should be arrived at each time given the same set of facts, which will facilitate the dispute resolution process.

3.1.5 Objective 5: Fair Process

The process will be fair, such that no action is undertaken by Town staff to allow any given Bidder an unfair advantage. This does not however, require Town action to ensure that existing conditions are changed to ensure that any conversion costs from an incumbent to another supplier are ignored in an evaluation – it is in the best interest of the Town to ensure that such “leveling of the playing field” is not required.

3.1.6 Objective 6: Insurance and Risk Management

WSIB certificates of clearance, where required, must be obtained at the commencement of the project and periodically as the work is completed. The Performance Bonds and Labour and Material Bonds are to be maintained and updated throughout the project and released upon completion.

3.1.7 Objective 7: Authorization of Capital Works

References to budget must be made to ensure there are sufficient funds to pay for the project and the project is part of the budget allocation.

3.1.8 Objective 8: Standardization

In order to assist in ensuring that legal and insurance risks are controlled, standard formats should be followed for requests for Quotation, Tender and Proposal, where possible. These formats will be updated as appropriate.

3.1.9 Objective 9: Environmental Considerations

In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, acquisitions of goods and services will ensure that, wherever possible, specifications are amended to provide for expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the product or service. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices.

3.1.10 Objective 10: Total Cost Consideration

In evaluating Quotations, Tenders and Proposals, consideration is to be given, wherever possible, to the total cost of acquisition, repair, staff training, operation and disposal rather than only the lowest invoice price to ensure the Best Value is being obtained for the price to be paid.

3.2 Direct Purchase

- 3.2.1 Refers to the ordering and procurement of goods and/or services from a supplier with or without Negotiation.
- 3.2.2 Generally used for the procurement of normal ongoing supplies, equipment and/or services that are repetitive in nature.
- 3.2.3 Supplier is selected at the discretion of the applicable Department Director (or designate).
- 3.2.4 For procurements under \$200:
 - (a) Petty cash funds may be used where immediate payment is required upon receipt of goods.
 - (b) All petty cash disbursements shall be evidenced by proof of purchase/receipt.
 - (c) It should only be used when it is not feasible to use a credit card and it is not practical to be invoiced for the good or service.
 - (d) No quotes are required.
- 3.2.5 For procurements between \$200 and \$10,000:
 - (a) Departments have authority to make purchases in such an amount to meet the requirements of the Department.
 - (b) All such purchases shall be supported by invoices or delivery slips, initialed as approved by the applicable Department Director (or designate).
 - (c) No quotes are required; informal Quotations may be used where it is in the interest of the Town to do so.

3.3 Informal Quotation

- 3.3.1 Refers to a competitive process where suppliers are requested to submit Quotations on specific goods and/or service. This process does not involve advertising, receipt of Bids or the preparation of formal Quotation documents.
- 3.3.2 Generally used where the specifications for the goods and services are clearly defined and the terms of procurement have been established.
- 3.3.3 The applicable Department Director (or designate) shall consider the relevant specifications, budget authorization, approval authority and

terms and conditions for the procurement of goods, services and/or construction.

3.3.4 The applicable Department Director (or designate) shall obtain a minimum of three (3) Bids either by way of phone, e-mail, - or similar communication method, Vendor advertisements or Vendor catalogues. The Award shall be to the lowest Bid, in keeping with the specifications. Evidence of the selected informal Quotation shall be attached to the invoice.

3.3.5 In circumstances where three quotes could not be obtained, the applicable Department Director (or designate) shall notify the Purchasing Officer, through written correspondence, documenting the rationale as to why three quotes were not obtained. The Purchasing Officer will retain this information for audit and reporting purposes.

3.3.6 The Town reserves the right to accept or reject any submissions.

3.4 **Formal Quotation**

3.4.1 Refers to a competitive process where prospective Vendors are requested to submit Quotations on specific goods and/or service.

3.4.2 Generally used where the specifications for the goods and/or service are clearly defined and the terms of procurement have been established.

3.4.3 The Purchasing Officer shall work with the applicable Department Director (or delegate) to develop the documentation. The formal process includes:

- (a) The preparation of a Quotation document, which provides the prospective Vendors with clear instructions, specifications, terms and conditions;
- (b) A Quotation form on which Bids can be submitted;
- (c) A clear indication of the final time and place for receipt of Bids; and
- (d) Notice, by the Purchasing Officer, of the Request for Quotation will be advertised on the dedicated web base service, which can be accessed via the Town's website. Notification of the Request for Quotation may also be sent directly to prospective Vendors.

3.4.4 The applicable Department Director shall consider the relevant specifications, budget authorization, approval authority, and terms and conditions for the procurement of goods, services or construction.

3.4.5 The applicable Department Director, in consultation with the Purchasing Officer or delegate, shall prepare an Approval Memo or Report as applicable outlining a summary of the Bids and recommending the Award to the lowest responsive quote, subject to the specifications and contractor performance:

- (a) where the value is under \$500,000 by Approval Memo to the applicable Department Director, Purchasing Coordinator and Chief Administrative Officer, for approval; or
- (b) where the value is over \$500,000 by Report to Council, for approval.

3.4.6 The Town reserves the right to accept or reject any submission.

3.5 **Request for Tender**

3.5.1 Refers to a competitive method of procurement, which may include prospective Vendor pre-qualification, where prospective Vendors are requested to submit Bids in response to an advertisement requesting sealed Tenders.

3.5.2 Generally used where:

- (a) more than one prospective Vendor is considered capable of meeting the requirement;
- (b) the requirement can be precisely defined for which a clear or single solution exists;
- (c) Bids can be submitted on a common pricing basis, and
- (d) Best Value for the Town can be achieved by an Award selection made on the basis of the lowest Bid that meets specifications.

3.5.3 The Purchasing Officer will coordinate the Tendering process which includes:

- (a) prospective Vendor pre-qualification, (if applicable);
- (b) development of specifications and Formal Agreement/Purchase Order terms;
- (c) publication and solicitation of Tenders;
- (d) receiving and opening of Bids, and
- (e) Bid evaluation and selection.

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- 3.5.4 The Tender documents will contain at least the following:
- (a) name of the Tender, closing date and time and contact person;
 - (b) non-technical information that advises the potential Bidders of the general terms and conditions that apply to the Tender of goods and/or services;
 - (c) the requirement for the Bidder to provide either a performance guarantee/financial guarantee in the form of a Bid Deposit, Irrevocable Letter of Credit, or bond (performance, labour and/or material);
 - (d) specifications detailing the nature, scope and extent of the goods and/or services required, and
 - (e) Tender form, which when properly completed and signed is a legal offer by the Bidder to carry out the Tendered work. The Tender form should include an acknowledgement from the Bidder they have reviewed and understand all of the Tender documents and are prepared and capable of carrying out the contemplated works.
 - (f) notice, from the Purchasing Officer, of the Request for Tender will be advertised on the dedicated web base service which can be accessed via the Town's web site.
- 3.5.5 The applicable Department Director shall consider the relevant specifications, budget authorization, approval authority and terms and conditions for the procurement of goods, services or construction.
- 3.5.6 The applicable Department Director, in consultation with the Purchasing Officer or delegate shall prepare an Approval Memo or Report as applicable outlining a summary of the Bids and recommending the Award to the lowest responsive quote, subject to the specifications and contractor performance,
- (a) Where the value is under \$500,000 by Approval Memo to the applicable Department Director, Purchasing Coordinator and Chief Administrative Officer, for approval
 - (b) Where the value is over \$500,000 by Report to Council, for approval.
- 3.5.7 With respect to all Reports initiated for Tenders, there shall be a Report on the sources of financing, allocation of revenues, and other financial commentary as considered appropriate.

3.5.8 The Town reserves the right to accept or reject any submission.

3.6 Request for Proposal

3.6.1 Refers to a competitive method of procurement, which may include prospective Vendor pre-qualification, where prospective Vendors are requested to submit a creative solution to a problem, requirement or objective. The selection of the successful prospective Vendors is based on the effectiveness of the proposed solution rather than on price alone.

3.6.2 Generally used where:

- (a) the requirement is best described in a general performance specification;
- (b) there may be Negotiation with one or more Bidders with respect to any aspect of the Agreement;
- (c) innovative solutions are sought; and
- (d) to achieve Best Value, the Award selection will be made on an evaluated point per item or other method involving a combination of mandatory and desirable requirements.

3.6.3 The Purchasing Officer will coordinate the Request for Proposal process which includes:

- (a) prospective Vendor qualification (if applicable);
- (b) development of desired outcome to a stated problem, requirement or objective;
- (c) publication and solicitation of Request for Proposal;
- (d) receiving and opening of Request for Proposal;
- (e) notice, by requesting department, of the Request for Proposal on the dedicated web base service which can be accessed through the Town's website; and
- (f) Request for Proposal evaluation and selection.

3.6.4 The Request for Proposal document will contain at least the following:

- (a) name of the Request for Proposal, closing date and time and contact person;

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- (b) non-technical information that advises the prospective Vendors of the general terms and conditions that apply to the Request for Proposal;
 - (c) specifications detailing the nature, scope and extent of the goods and/or services required;
 - 3.6.5 A Request for Information may be issued in advance of a Request for Proposal to assist in the development of a more definitive set of terms and conditions, scope of work/service and the selection of qualified Vendors.
 - 3.6.6 Where the requirement is not straightforward or an excessive workload would be required to evaluate Proposals, either due to their complexity, length, number or any combination thereof, a procedure may be used that would include a pre-qualification.
 - 3.6.7 A list of suggested evaluation criteria for assistance in formulating an evaluation scheme when using a Request for Proposal shall be maintained. This may include factors such as qualifications and experience, strategy, approach, methodology, scheduling and past performance, facilities, equipment, and pricing.
 - 3.6.8 The applicable Department Director, Purchasing Coordinator and Purchasing Officer shall identify appropriate criteria, including the weighting, which will be included in the Proposal, from the list maintained for use in a Request for Proposal but are not limited to criteria from the list. Cost will always be included as a factor, as Best Value includes both quality and cost.
 - 3.6.9 The applicable Department Director shall consider budget authorization, approval authority, terms of reference and evaluation criteria to be applied in assessing the Proposals submitted.
 - 3.6.10 A Selection Committee, composed of a minimum of one representative from the applicable Department and the Purchasing Officer shall review all Proposals against the established criteria, reach consensus on the final rating results, and ensure that the final rating results, with supporting documents, are retained.
 - 3.6.11 During the Proposal process all communications with prospective Vendors shall be through the applicable Department Director (or designate) via the question portal of the dedicated web base service.
 - 3.6.12 The Purchasing Officer, in consultation with the applicable Department Director (or delegate) shall forward an evaluation summary for approval to:

- (a) Council for those matters \$500,000 or higher; or
- (b) the Purchasing Coordinator and Chief Administrative Officer for those matters less than \$500,000;

as well as the Selection Committee's recommendation for Award to the Vendor meeting all mandatory requirements and providing Best Value as stipulated in the Request for Proposal. Where the lowest Bid is not accepted, the applicable Department Director is responsible for documenting the determination of Best Value, in a confidential Report to the Purchasing Coordinator prior to Award.

- 3.6.13 A Report or an Approval Memo on the sources of financing, allocation of revenues, and other financial commentary as considered appropriate, shall be prepared.
- 3.6.14 Reporting will not include summaries of Bids where this information may need to remain confidential. Any disclosure of information shall be made in accordance with the provisions of the *Municipal Freedom on Information and Protection of Privacy Act*, R.S.O. 1990.
- 3.6.15 Unsuccessful prospective Vendors may, upon request, attend a debriefing session with the applicable Department Director to review their Bid submission. Discussions relating to any Bid submissions, other than that of the Vendor present, will be strictly prohibited.
- 3.6.16 The Town reserves the right to accept or reject any submission.

3.7 Request for Consultant Services

- 3.7.1 Notwithstanding sections 3.3 to 3.6 herein, when procuring consultant services, Department Directors, in keeping with best practices established by the Broader Public Sector Accountability Act, 2010, shall be required to procure a request for consulting services as follows:
 - (a) Consultant work is required under \$10,000, no formal quote required;
 - (b) Consultant work is required from \$10,000 up to the CFTA Thresholds (as amended and updated from time to time), no less than three (3) written quotes required;
 - (c) Consultant work is required from the CFTA Thresholds up to \$500,000, formal Tender required;
 - (d) Consultant work is required over \$500,000, formal Tender required

- 3.7.2 Best Value for the Town can be achieved by an Award selection made on the basis of the lowest Bid that meets specifications.

3.8 Request for Pre-Qualification

- 3.8.1 A Request for Pre-qualification may be used where:

- (a) construction work is required under sections 4, 74 and 78 of the *Drainage Act*, R.S.O. 1990 having a value up to \$500,000;
- (b) construction work is required for road, storm sewer, sanitary sewer, sidewalks or building repairs having a value up to \$500,000;
- (c) Best Value for the Town can be achieved by an Award selection made on the basis of the lowest Bid that meets specifications.

Prospective Vendors will be invited to submit information as outlined in Appendix "B" to pre-qualify for the invitation of Quotations and Tenders on an annual basis.

- 3.8.2 The applicable Department Director will undertake such investigations to ensure that the prospective Vendor is a bona fide registered company or business and will undertake other searches and enquiries to ensure that the prospective Vendor has the technical and financial capacity appropriate to the pre-qualification class being sought. Searches will not necessarily be confined to references proposed by the prospective Vendor and may include information gathered from other agencies.
- 3.8.3 To be considered for pre-qualification, the prospective Vendors must demonstrate the criteria as outlined in Appendix "B".
- 3.8.4 Prospective Vendors may apply for pre-qualification in one or more categories, with a separate application required for each category, as outlined in Appendix "B".
- 3.8.5 Pre-qualified prospective Vendors shall be invited to submit Quotations/Tenders for the project where costs are greater than \$10,000. For costs greater than \$10,000 and up to \$50,000 a minimum of three quotes shall be obtained. The project will not be publicly Tendered where costs are less than \$75,000.
- 3.8.6 Failure to supply all of the information requested in the application form shall result in the application being rejected. Prospective Vendors who are unable to demonstrate that they meet the requirements listed for the class and level applied for shall be rejected. Prospective Vendors will receive written notice of the outcome of the assessment within four (4)

weeks from the date of receipt of the application and related documentation.

- 3.8.7 Prospective Vendors may file an appeal of the decision of pre-qualification or a suspension in pre-qualification to Town Council within fourteen (14) days of being advised of the outcome of the application or review. The applicant/contractor shall have the right of appearance before council if they desire. The decision of Town Council will be final and will be forwarded to the applicant within five (5) business days of their review.

3.9 Blanket Contract Procurement

- 3.9.1 A request for Blanket Contract may be used where:
- (a) one or more Town departments repetitively order the same goods and/or services, and the actual demand is not known in advance, or
 - (b) a need is anticipated for a range of goods and/or services for a specific purpose, but the actual demand is not known at the outset, and delivery is to be made when a requirement arises.
- 3.9.2 The applicable Department Director shall establish and maintain Blanket Contracts that define source and price with selected suppliers for all frequently used goods and services.
- 3.9.3 To establish prices and select sources, the applicable Department Director shall employ the provisions contained in this Policy for the acquisition of goods, services and construction.
- 3.9.4 More than one Vendor may be selected where it is in the best interests of the Town, and the Bid solicitation allows for more than one.
- 3.9.5 Where purchasing action is initiated by a Town department for frequently used goods or services, it is to be made with the supplier or suppliers listed in the Blanket Contract.
- 3.9.6 In a request for Blanket Contract, the expected quantity of the specified goods or services to be purchased over the time period of the Formal Agreement or Purchase Order will be as accurate an estimate as practical and be based, to the extent possible, on previous usage adjusted for any known factors that may change usage.

3.10 Non-Competitive Purchases

- 3.10.1 The requirement for competitive Bid solicitation for goods, services and construction may be waived under joint authority of the appropriate

applicable Department Director and the Purchasing Coordinator and replaced with Negotiations by the applicable Department Director under the following circumstances:

- (a) where competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, technical secrets or controls or raw material;
- (b) where due to abnormal market condition, the goods, services or construction required are in short supply;
- (c) where only one source of supply would be acceptable and cost effective;
- (d) where there is an absence of competition for technical or other reasons and the goods, services or construction can only be supplied by a particular supplier and no alternative exists;
- (e) where 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 confidentiality matters;
- (f) where in the event an "Emergency" as defined by the Policy, a requirement exists;
- (g) where the requirement is for a utility for which there exists a monopoly;
- (h) where the requirement is related to work under the *Drainage Act*, R.S.O. 1990 and the costs are 100% assessed to a single property owner, the property owner may secure the Vendor provided said Vendor is approved by the applicable Department Director (or delegate) in their sole and absolute discretion.

3.10.2 When a Department Director intends to select a Vendor to provide goods, services or construction pursuant to subsection 3.10.1 for those purchases over \$100,000, a written Report indicating the compelling rationale that warrants a non-competitive selection will be submitted by the applicable Department Director to Town Council for approval.

3.11 Procurement in Emergencies

Where, in the opinion of the Chief Administrative Officer or, two Department Directors, an Emergency has occurred requiring the immediate procurement of goods, services or construction,

3.11.1 a Department Director, with authorization by the Chief Administrative Officer, or two Department Directors, may initiate a purchase in excess

of the preauthorized expenditure limit by the most expedient and economical means; and

- 3.11.2 any purchase under such conditions together with a source of financing shall be justified and reported to the next meeting of the Town Council following the date of the purchase.

3.12 Direct Negotiation

Unless otherwise provided in accordance with the Purchasing By-Law and this Policy, goods and services may be procured using a Direct Negotiation method only if one or more of the following conditions apply:

- 3.12.1 the required goods and services are reasonably available from only one source due to the scarcity of supply in the market or the existence of exclusive rights held by any Vendor or the need for compatibility with goods and services previously acquired and there are no reasonable alternatives or substitutes;
- 3.12.2 the required goods and services will be additional to similar goods and services being supplied under an existing Formal Agreement or Purchase Order (i.e. extension or renewal);
- 3.12.3 an attempt to procure the required goods and services has been made in good faith using a method other than direct negotiation under Section 3.2 through 3.7 of this Policy which has failed to identify a successful Vendor, and it is not reasonable or desirable that a further attempt to purchase the goods and services be made using a method other than direct negotiation;
- 3.12.4 the goods and services are required as a result of an Emergency, which would not reasonably permit the use of a method other than direct negotiation;
- 3.12.5 the required goods and services are to be supplied by a particular Vendor or supplier having special knowledge, skills, expertise or experience.

3.13 Cooperative Procurement

- 3.13.1 The Town may participate with other government agencies or public authorities in cooperative procurement where it is in the best interests of the Town to do so and where the purposes, goals and objectives of this Policy are complied with by such government agencies and public authorities.

- 3.13.2 The policies of the government agencies or public authorities calling the cooperative Bid Solicitation are to be the accepted policy for that particular purchase.
- 3.13.3 To the extent practicable, the Town shall ensure that the procurement is carried out in a manner consistent with applicable Trade Agreements.
- 3.13.4 The Town shall publish a notice of its participation with the Buying Group at least annually on a Tendering website normally used and the notice shall direct potential Vendors to the Buying Group Tender notices website if it is different from the Town's Tendering website or systems.
- 3.13.5 A Town department may choose to work collectively with other government agencies, public authorities or a Buying Group to leverage their procuring power. The Department which is participating in the cooperative procurement shall notify the Purchasing Officer of their interest in participating in the cooperative procurement. The Purchasing Officer, prior to participation, will review the Purchasing Policy and documentation of the third party to ensure it either meets or exceeds the Town's Policy.

3.14 Tender Call Before and After Approvals Received

- 3.14.1 Following the adoption of the capital budget by Council, the applicable Department Director is authorized to call Tenders for Town construction projects and the acquisition of equipment.
- 3.14.2 Notwithstanding a) above, the applicable Department Director may call Tenders for Town construction projects and the acquisition of equipment prior to the adoption of the capital budget by Council provided the call and Award of such Tenders are specifically subject to receipt of such approvals.
- 3.14.3 The applicable Department Director is authorized to obtain, prior to the adoption of the capital budget by Council, Bids for additional and replacement equipment, provided the documents include a clause specifically stating that the acceptance of a Bid and placing of the order is subject to budget approval by Council and the items specified are subject to change in quantity and/or deletion.
- 3.14.4 The exercise of authority to Award a project is subject to the identification and availability of sufficient funds in appropriate accounts within Town Council approved budget. Pending Council's approval of proposed budgetary estimates, Department Directors are authorized to spend up to 50% of the previous year's approved Operating Budget.

3.15 Expression of Interest Letter (EOI)

The Purchasing Officer will issue an EOI at the request of the initiating Director to determine a set list of Vendors who are capable of providing a particular product or service, when the availability of said product or service is unknown. EOIs do not result in the Award of a project and usually precede a call for Bids and do not request pricing information. EOI are advertised publicly, and responses to the EOI are required by a designated date and time

3.16 Two “Envelope” Bidding Process

- 3.16.1 Refers to a competitive process where Vendors are requested to submit their technical specifications and their financial Bid separately.
- 3.16.2 The technical specifications are scored by a designated Evaluation Committee using an evaluation scheme outlined in the document. If the Vendor has met a predetermined minimum scoring requirement the cost “envelope” will be opened. If the submission does not meet the minimum scoring the cost “envelope” will remain on file unopened and the submission will not be considered for the project.
- 3.16.3 Price is a consideration during the evaluation and the weight of the Proposal price shall vary based on the specific project program.
- 3.16.4 Submissions are not Awarded solely on the Proposal price but are Awarded based on the highest scoring compliant submission and at the recommendation of the Evaluation Committee.

4. Bid and Project Administration

4.1 Changes to Project Under Call

- 4.1.1 A list of the name, address, telephone number and email address is to be maintained within the dedicated web-based service of all prospective Bidders to facilitate distribution of addenda and when necessary to extend or cancel a project under call.
- 4.1.2 Interpretations will be made in reply to queries from Bidders only in the form of electronic addendum. When it becomes necessary to revise, delete, substitute or add to any Tendering material or project under call, the Purchasing Officer shall forward by email to each Bidder who obtained Tender forms for the project a copy of the addendum. A copy of the addendum shall be uploaded to the dedicated web-based service. Each Bidder shall receive notice of the addendum at the time of upload via the web-based service.

- 4.1.3 When it is advisable to cancel a project under call, a notice shall be uploaded to the dedicated web-based service. Each Bidder shall receive notice at the time of upload, via the dedicated web-based service that the project has been cancelled.
- 4.1.4 If it is advisable to extend a closing date for receiving Tenders, a notice shall be uploaded to the dedicated web-based service. Each Bidder shall receive notice at the time of upload, via the dedicated web-based service. If a Tender has already been received before the notification of the extension of time, and the extension of time is two weeks or less, the Bidder shall be advised via the dedicated web-based service that their Tender will be returned, unopened, upon request. If the extension of time is more than two weeks, all Tenders will be returned unopened.

4.2 Submission of Bids

- 4.2.1 Bids shall be submitted in an electronic form to the dedicated web-based service at the time and date specified by the Tender call.
- 4.2.2 All Bid submissions received by the Town will be reviewed for compliance with the requirements set out herein.
- 4.2.3 Bids submitted by means other than an electronic form to the dedicated web-based service (including e-mail) will not be accepted unless otherwise specified or directed in the Tender call.
- 4.2.4 Prospective Vendors are required to submit their Bid prior to the submission deadline. It is the prospective Vendor's sole responsibility to ensure it is able to respond to the Bid via the dedicated web-based service. In the event of a dispute as to the time, the time that will prevail, for the purpose of evaluating compliance with submission requirements will be the time recorded by the dedicated web-based service time stamp.
- 4.2.5 Failure of any prospective Vendor to comply with this section will result in the disqualification of the prospective Vendor and the rejection of its submission.
- 4.2.6 A Bidder who has already submitted a Tender Bid may submit a further Tender Bid at any time up to the official closing time and date specified by the Tender call. The last Tender Bid received shall supersede and invalidate all Bids previously submitted by that Bidder.
- 4.2.7 A Bidder may withdraw their Tender Bid at any time up to the official closing time via the dedicated web-based service. Telephone requests will not be considered. When the withdrawal is made in person and the person is other than a senior official of the company, and for letter

withdrawals, the authenticity of the request must be confirmed by telephoning a responsible official of the company.

- 4.2.8 The closing time for receiving Tender Bids shall be 2:00 pm on a normal working day (Monday to Friday, excluding prescribed holidays).
- 4.2.9 The opening of Bids shall commence at 2:05 p.m. unless the Purchasing Officer or designate acting reasonably postpones the start to some later hour, but the opening shall continue, once started, until the last Bid is opened.
- 4.2.10 The Purchasing Officer will post the results of the Bid submissions on the dedicated web-based service following review of all submissions as soon as possible after closing.

4.3 Awarding a Contract

- 4.3.1 Upon Award of the Contract, the Purchasing Officer shall immediately send a notification of acceptance to the successful Bidder advising them their Tender has been accepted and advising the Formal Agreement or Purchase Order documents will follow for execution.
- 4.3.2 Following review of the Tenders, all Bid Deposits, other than the low and second lowest Bidders, shall be returned to the applicable Bidders by Email and/or picked up by the Bidder. The Tender certified Bid Deposits that are retained shall not be cashed.
- 4.3.3 The successful Bidder, if requested in the Tender document shall submit the following documentation in a form satisfactory to the Town within ten (10) working days from the date of mailing of the notice by the Town to the Bidder to do so by the Town:
 - (a) Executed Performance Bonds and Labour and Material Bonds;
 - (b) Executed Formal Agreement or Purchase Order, as the case may be;
 - (c) Insurance Documents in compliance with the Tender documents;
 - (d) Declarations respecting the Workplace Safety and Insurance Board;
 - (e) Certificate of Clearance from the Workplace Safety and Insurance Board; and
 - (f) Any other documentation requested to facilitate the execution of the project.

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- 4.3.4 If a Contract has been Awarded and copies of the executed Formal Agreement or Purchase Order are returned and found acceptable to the Town, the Bid Deposits of the successful Bidder and the second low Bidder shall be returned.
- 4.3.5 If a Contract has been Awarded and the successful low Bidder fails to sign the Formal Agreement or Purchase Order or provide the necessary documents as outlined within the specified time, the Town may grant additional time to fill the necessary requirements or may recommend either Awarding the Contract to the next lowest Bidder or canceling the Contract. If additional time is not granted, the deposit of the low Bidder shall be forfeited. If the Contract is to be Awarded to the second low Bidder, their Bid Deposit shall be retained until they have actually signed the Formal Agreement or Purchase Order. If the second low Bidder fails, or declines, to execute the Formal Agreement or Purchase Order if Awarded to them, their deposit shall be forfeited.
- 4.3.6 *Accessibility for Ontarians with Disabilities Act (AODA)*. Vendors, including subcontractors if applicable, that provide services to the public or third parties on behalf of the Town shall ensure that all its employees, agents, volunteers or others for whom the Vendor is legally responsible receive training regarding the provision of the goods and services to persons with disabilities in accordance with Section 6 of the Ontario Regulations 429/07 (the Regulation) made under the *Accessibility for Ontarians with Disabilities Act*, 2005, as amended (the “**Act**”). The Vendor shall ensure the training includes a review of the purposes of the Act and the requirements of the Regulation, a review of the Town’s Policy on Accessible Customer Service Standards, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Vendor shall furnish any required records of accessible customer service training to the Town within ten (10) days of the Town’s request, unless otherwise agreed upon by the Town. The Town reserves the right to require the Vendor to amend its training policies to meet the requirements of the Act and the Regulation. Vendors, including subcontractors if applicable shall ensure compliance with AODA document requirements including ensuring accessible formats for any public documents.

4.4 **No Acceptable Bid or Equal Bids Received**

- 4.4.1 Where Bids are received in response to a Bid solicitation but exceed budget, are not responsive to the requirement, or do not represent fair market value, a revised solicitation shall be issued in an effort to obtain an acceptable Bid unless Subsection 4.4.2 applies.
- 4.4.2 The applicable Department Director and the Purchasing Coordinator jointly may waive the need for a revised Bid solicitation and enter into

Negotiations with the lowest responsive Bidder under the following circumstances:

- (a) the total cost of the lowest responsive Bid is in excess of the funds appropriated by Town Council for the project; and
- (b) the applicable Department Director and the Purchasing Officer agree that the changes required to achieve an acceptable Bid will not change the general nature of the requirement described in the Bid Solicitation.

4.4.3 The method of Negotiation shall be that accepted as standard negotiating procedures that employ ethical public procurement practices.

4.4.4 The Town has the right to cease Negotiations and reject any offer.

4.4.5 If two equal Bids are received, the Bidders shall be advised that the Tender to be accepted will be decided by means of a draw. The names of the tied Bidders shall be placed in a container and the Tender to be accepted shall be drawn by the Purchasing Officer (or designate). The time and location of the draw shall be set by the Purchasing Officer (or designate), and the Bidder shall be so advised in order that they may be present. Should any Bidder elect not to be represented at the draw, the draw will proceed regardless.

4.5 Only One Bid Received

4.5.1 In the event only one Bid is received in response to a request for Tender, the applicable Department Director may cancel the Tender and notify the Bidder by email of the cancellation and the reason for same when, in the opinion of the applicable Department Director and the Purchasing Officer, using criteria, based on the number of Bids which might reasonably be expected on a given type of Bid, additional Bids could be secured. In cancelling the Tender, the Department Director shall inform the Bidder by email that the Town may be recalling the Tender at a later date.

4.5.2 In the event only one Bid is received in response to a request for Tender, the Bid may be opened and evaluated in accordance with the Town's usual procedures when, in the opinion of the applicable Department Director and Purchasing Officer, the Bid should be considered by the Town. If, after evaluation by the applicable Department Director and Purchasing Officer, the Bid is found not to be acceptable, they may follow the procedures set out in Subsection 4.4.1 to 4.4.4.

- 4.5.3 In the event that the Bid received is found acceptable, it will be Awarded as an Irregular Result under Schedule "A" of the Purchasing By-Law.

4.6 Guarantees of Contract Execution and Performance

- 4.6.1 The applicable Department Director may require that a Bid be accompanied by a Bid Deposit or a Bid Bond to guarantee entry into a Formal Agreement or Purchase Order.
- 4.6.2 In addition to the security referred to in Subsection 4.6.1, the successful Vendor may be required to provide:
- (a) a Performance Bond to guarantee the faithful performance of the Contract and;
 - (b) a Labour & Material Bond to guarantee the payment for labour and materials to be supplied in connection with the Contract.
 - (c) Certified cheque, bank draft or money order drawn on any bank named in Schedule I or II to the Bank Act (Canada), any trust or loan company registered under the Loan and Trust Company Act (Ontario), the Province of Ontario Savings Office, or a credit union as defined in the Credit Unions and Caisses Populaires Act (Ontario); c)
 - (d) An Irrevocable Letter of Credit naming the Town as the beneficiary that permits draws to be made without inquiry by the issuer as to whether the Town has a right as between itself and the Vendor to make a demand;
 - (e) Other forms of security or security deposits, guarantees, and/or be subject to provisions for liquidated damages, Progress Payments, and Holdbacks as deemed appropriate by the applicable Department Director in consultation with the Purchasing Officer. The applicable Department Director shall be responsible for deciding the appropriate additional security required, if any, in section 4.6.2 above.
- 4.6.3 A Bid Deposit shall be required to accompany and be included in the electronic submission containing the Bid documents in the following circumstances:
- (a) All Bids for Town construction projects greater than \$50,000;
 - (b) Special maintenance Contracts, except for those projects, whose price in the opinion of the Purchasing Officer is disproportionate to the cost to the Vendor of obtaining a Bid Deposit.

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- 4.6.4 If a Bid Deposit or Bid Bond is required, the amount shall be 10% of the submitted Bid or such other amount as determined by the applicable Department Director in consultation with the Purchasing Officer.
- 4.6.5 Prior to commencement of work and where deemed appropriate, evidence of Insurance Coverage satisfactory to the applicable Department Director must be obtained, ensuring indemnification of the Town of Tecumseh from any and all claims, demands, losses, costs or damages resulting from the performance of a supplier's obligations under the Formal Agreement or Purchase Order.
- 4.6.6 Prior to payment to a Vendor, a Certificate of Clearance from the Workplace Safety and Insurance Board shall be obtained ensuring all premiums or levies have been paid to the Workplace Safety and Insurance Board to date.
- 4.6.7 The applicable Department Director shall ensure that the guarantee methods selected will:
- (a) Not be excessive but sufficient to cover financial risks to the Town;
 - (b) Provide flexibility in applying leverage on a Vendor so that the penalty is proportional to the deficiencies, and
 - (c) Comply with provincial statutes and regulations
- 4.6.8 All Bidders shall include in their Tender/Bid the following:
- (a) The Tender/Bid form issued by the Town or its agent; and
 - (b) The statutory declaration, if applicable.
- 4.6.9 When a Performance Bond or Labour and Material Bond is required, the amount of the bond shall be 100% of the amount of the Tender Bid, unless the applicable Department Director recommends and the Purchasing Officer approves a lower level of bonding, which lower level shall not be less than 50%.
- 4.6.10 A minimum payment holdback of 10% shall be mandatory on all construction Contracts with costs greater than \$15,000.
- 4.6.11 The Town, at its discretion, may also implement a 2% holdback up to a maximum of \$15,000 on all construction projects for the stipulated maintenance period of the project.
- 4.6.12 The applicable Department Director may release the holdback funds on construction projects upon:

- (a) the Vendor submitting a statutory declaration that all accounts have been paid and that all documents have been received for all damage claims;
- (b) receipt of clearance from the Workplace Safety and Insurance Board for any arrears of Workplace Safety and Insurance Board assessment;
- (c) all the requirements of the *Construction Lien Act*, R.S.O. 1990, being satisfied;
- (d) receipt of certification from the Town solicitor, where applicable, that liens have not been registered, and
- (e) substantial performance.

4.6.13 Treasury is authorized to cash and deposit cheques in the Town's possession that are forfeited as a result of non-compliance with the terms, conditions and/or specifications of a Bid.

4.7 Contractual Agreement

- 4.7.1 The Award of a Tender may be made by way of a Formal Agreement or Purchase Order.
- 4.7.2 A Purchase Order is to be used when the project is straightforward. A Formal Agreement is to be used when the project is complex.
- 4.7.3 In each instance it shall be the responsibility of the applicable Department Director in consultation with the Town Solicitor to determine if it is in the best interest of the Town to use a Formal Agreement or Purchase Order with the Vendor.
- 4.7.4 Where it is determined that Subsection 4.7.3 is to apply, the Formal Agreement may be reviewed and approved for execution by the Town Solicitor.
- 4.7.5 Where a Formal Agreement is required to be executed as a result of the Award of a Tender, the Formal Agreement shall be executed by the approval authorities set out in Schedule "A" of By-Law Number 2025-080, as amended or updated from time to time, save and except the provisions of section 3.9 of the said By-Law.

4.8 Exercise of Formal Agreement Renewal Options

- 4.8.1 Where a Formal Agreement contains an option for renewal, the applicable Department Director may exercise such option provided that all of the following apply:

- (a) the Vendor's performance in supplying the goods, services or construction is considered to have met the requirements of the Formal Agreement;
- (b) the applicable Department Director and the Purchasing Officer agree that the exercise of the option is in the best interests of the Town;
- (c) funds are available in appropriate accounts within Town Council approved budget including the authorized revisions to meet the proposed expenditure; and
- (d) a valid business case has been completed.

4.8.2 Where a Formal Agreement does not contain an option for renewal, the applicable Department Director may consider an extension for no more than the term of the original Formal Agreement provided all the criteria as outlined in 4.8.1 apply. The extension in this case is to be approved by Council.

4.8.3 The business case shall be authorized by the applicable Department Director and shall include a written explanation as to why the renewal is in the best interest of the Town and include comment on the market situation and trend.

4.9 Formal Agreement Amendments and Revisions

4.9.1 No amendment or revision to a Formal Agreement shall be made unless the amendment is in the best interests of the Town.

4.9.2 No amendment that changes the price of a Formal Agreement or project shall be agreed to without a corresponding change in requirements or scope of work.

4.9.3 Amendments to Formal Agreements are subject to the identification and availability of sufficient funds in appropriate accounts within the Town Council approved budget including authorized revisions.

4.9.4 Department Directors may authorize amendments to Formal Agreements provided the total amended value of the project is within the approval authority as noted in Schedule "A".

4.9.5 Where expenditures for the proposed amendment combined with the price of the original project exceeds the Town Council approved budget by the lesser of \$250,000 or 10% for the project, a Report prepared by the applicable Department Director shall be submitted to Town Council recommending the amendment and proposing the source of financing.

4.10 Execution and Custody of Documents

- 4.10.1 The Mayor and Town Clerk are authorized to execute Formal Agreements in the name of the Town of Tecumseh provided this delegated power is exercised within the limits prescribed in Schedule “A” of the Purchasing By-Law as amended and the requirements of the Purchasing By-Law and this Policy are otherwise met, save and except the exceptions identified in Section 3.9 of the Purchasing By-Law.
- 4.10.2 Department Directors shall have the authority to execute Purchase Orders and Formal Agreement provided this delegated power is exercised within the limits prescribed in Schedule “A” of the Purchasing By-Law as amended and the requirements of the Purchasing By-Law and this Policy are otherwise met, save and except the exceptions identified in Section 3.9 of the Purchasing By-Law.
- 4.10.3 The Clerk shall be responsible for the safeguarding of original Formal Agreement documentation for the contracting of goods, services or construction for which the Award is made.

4.11 Exclusion of Vendors in Litigation

- 4.11.1 The Town may, in its absolute discretion, reject a Tender or Bid submitted by the Vendor, if the Vendor, or any shareholder, officer or director of the Vendor or Related Party is or has been engaged, either directly or indirectly through another corporation, in a legal action against the Town, its elected or appointed officers and employees in relation to:
 - (a) any other project or services; or
 - (b) any matter arising from the Town’s exercise of its power, duties, or functions.
- 4.11.2 In determining whether or not to reject a Quotation, Tender or Proposal under this clause, the Town will consider whether the litigation is likely to affect the Vendor’s ability to work with the Town, its consultants and representatives, and whether the Town’s experience with the Vendor indicates the Town is likely to incur increased staff and legal costs in the administration of the project if it Awarded to the Vendor.

4.12 Exclusion of Vendors due to Poor Performance

At the completion of every project where the Tender documents identified a performance evaluation review will be performed for goods and services, the applicable Department Director (or delegate) must complete a Vendor performance evaluation. Such evaluation must be kept in accordance with the Town’s records management and retention policies and be available for review.

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- 4.12.1 The applicable Department Director shall document evidence and advise the Purchasing Officer in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet project specifications, terms and conditions or for Health and Safety violations. Documented poor performance or non-performance on any Town project may be used to determine the eligibility of a Vendor to: (a) continue to provide goods or services to the Town on a current Formal Agreement or Purchase Order, (b) remain a qualified Vendor, and (c) participate in future procurements as set out in Part 4.13 (Vendor Eligibility).
- 4.12.2 The pre-qualification of a Vendor shall be reviewed and suspended by the applicable Department Director, where the applicable Department Director becomes aware of:
- (a) unsatisfactory performance on Town contracted works;
 - (b) material adverse change in a Vendor's technical, financial, managerial or organizational capability.
- 4.12.3 The Purchasing Coordinator and Purchasing Officer may, in consultation with the Town Solicitor, prohibit an unsatisfactory Vendor/existing pre-qualified Vendor from Bidding on future projects for a period of up to three (3) years.

4.13 Vendor Eligibility

Without limiting or restricting any other right or privilege of the Town and regardless of whether or not a Bid otherwise satisfies the requirements of an RFx the Town may reject any Bid from a Vendor where:

- 4.13.1 the failure of the Vendor to pay, in full, all outstanding payments (and maintain in good standing) and any costs owing to the Town by such Vendor after the Town has made demand for payment. The Town shall have the right to recover outstanding payments by way of reduced payment of invoices.
- 4.13.2 the Vendor's refusal to enter into a Formal Agreement or Purchase Order with the Town after the Vendor's Bid has been accepted.
- 4.13.3 documented poor performance of a Vendor, including the Vendor's refusal to perform or to complete the performance of a Formal Agreement or Purchase Order with the Town.
- 4.13.4 the Vendor having unlawfully or unreasonably threatened, intimidated, harassed, or interfered with an attempt by any other possible Vendor to Bid for a Town project or to perform any Formal Agreement or Purchase Order Awarded by the Town to that Vendor.

- 4.13.5 the Vendor having communicated or discussed, directly or indirectly with an elected member of Council or Council funded group during the procurement process.

4.14 **Access to Information**

The disclosure of information received relevant to the issue of Bid solicitations or the Award of projects emanating from Bid solicitations shall be made by the appropriate officers in accordance with the provisions of the *Municipal Freedom of Information and Protections Privacy Act*, R.S.O.1990, as amended.

5. **General**

5.1 **Direct Solicitation of Departments**

- 5.1.1 Unsolicited Offers received by the Town shall be reviewed by the applicable Department Director.
- 5.1.2 Any procurement activity resulting from the receipt of an unsolicited Offer shall comply with the provisions of the Purchasing By-Law and this Policy.
- 5.1.3 A Formal Agreement or Purchase Order resulting from an Unsolicited Offer shall be Awarded on a non-competitive basis only when the procurement complies with the requirements of a non-competitive procurement.

5.2 **Ethics in Purchasing**

The code of purchasing ethics established by the Ontario Public Buyers Association shall apply to all staff involved in the procurement policy.

https://www.opba.ca/mission_vision_code_of_ethic.php

5.3 **Resolution of Questions of Policy**

Any questions involving the meaning or application of this Policy are to be submitted to the Chief Administrative Officer who will resolve the question.

5.4 **Amendment or Rescinding of Policy**

The Chief Administrative Officer and the Treasurer from time to time, at their discretion, may make recommendations regarding the rescinding, remaking or amending this Policy or any provision thereof.

6. Disposal of Surplus or Scrap Materials and Equipment

6.1 Items Considered Obsolete or Surplus by Departments

- 6.1.1 All departments shall notify the Treasurer when items become obsolete or surplus to their requirements to ascertain if the items can be of use by another department rather than disposed of.
- 6.1.2 Items that are not claimed for use by another department may be offered for Bids, public auction or other public sale, depending in the opinion of the Treasurer on which method is most suitable for the equipment or material involved.
- 6.1.3 A major auction shall be held annually or as required dependent upon individual circumstances such as delivery of replacement items and storage capacity.
- 6.1.4 The revenue from the sale of obsolete material and equipment shall be credited to the appropriate account.

6.2 Periodic Bids for Auctioneer Services

The Treasurer is authorized to obtain Bids for auctioneer services on a periodic basis from qualified auctioneers.

6.3 Disposal of Scrap Material

- 6.3.1 Where scrap material is available for disposal, the relevant applicable Department Director will advise the Treasurer who shall be responsible for its disposal.
- 6.3.2 The Treasurer, after determining the value and possible alternate use of the scarp material, may dispose of the material by:
 - (a) General advertising to secure Bids;
 - (b) Direct contact with the appropriate dealers to view the scrap and submit offers to purchase;
 - (c) Public auction; or
 - (d) Other methods as deemed appropriate.
- 6.3.3 The revenue from the sale of scrap material shall be credited to the appropriate account.

Appendix “A”

Irregularities Contained in Bids

Irregularity	Response
1. Late Bids	Automatic Rejection
2. Bid surety insufficient or not submitted with the bid when the bid request (or any addenda) indicated that such surety is required	Automatic rejection
3. Execution of Bid Bonds a. Corporate seal or equivalent proof of authority to bind company or signature of the Bidder or both missing b. Corporate seal or equivalent proof of authority to bind company or signature of Bonding company missing	Automatic rejection
4. Other Bid Security a. Cheque which has not been certified	Automatic rejection
5. Documents, in which all necessary addenda have not been acknowledged	Automatic rejection
6. Failure to attend mandatory site visit	Automatic rejection
7. Bids received on documents other than those provided by the Town	Automatic rejection
8. Failure to insert the Bidder's business name on the tender	Automatic rejection
9. Signature page missing	Automatic rejection
10. Failure to complete the documents in ink or typed. Must be legible	Automatic rejection
11. Pricing page missing	Automatic rejection
12. Conditions placed by the Bidder on the total Contract price	Automatic rejection

Irregularity	Response
13. Part Bids (all items not bid)	Acceptable unless “complete Bid” has been specified in the Bid.
14. Bids containing minor clerical errors	Two (2) working days to correct initial errors. Town reserves the right to waive initialing and accept Bid.
15. Alternate items Bid in whole or in part	Available for further consideration unless specified otherwise in Bid
16. Unit prices in the schedule of prices have been changed but not initialed	Two (2) working days to correct initial errors. Town reserves the right to waive initialing and accept Bid.
17. Mathematical errors which are not consistent with the unit prices	Two (2) working days to initial errors. Unit prices will govern.
18. Other mathematical errors	<ul style="list-style-type: none"> (i) If both the unit price and the total price are left blank, then both shall be considered as zero (ii) If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity (iii) If the total price is left blank for a lump sum item, it shall be considered as zero (iv) If the tender contains an error in addition and/or subtraction and/or transcription in the approved tender documentation format requested (i.e. not the additional supporting documentation supplied), the error shall be corrected, and the corrected total contract price shall govern
19. Bid documents which suggest that the Bidder has made a major mistake in calculations or Bid	Consultation with a solicitor on a case-by-case basis.

Appendix “B”

Pre-Qualification of Contractors

To be considered for pre-qualification, the applicant must demonstrate the following criteria:

1. have the experience and the ability in the type of construction relevant to the pre-qualification class;
2. have a manager active in the construction operations;
3. have appropriate equipment to carry out the works;
4. have financial viability and where required, provide proof of the ability for bonding or surety to the Town;
5. be familiar with all applicable provisions of the Occupational Health and Safety Act and Regulations for construction projects. they shall have in place all Corporate Health and Safety Policies and Procedures as required under the legislation. Copies of said policies shall be provided to the Town upon request;
6. provide, when required, a certificate of good standing from the Workplace Safety and Insurance Board.

Applicants may apply for pre-qualification in one or more categories, with a separate application required for each category, as follows:

1. OD – open drain construction: Includes open channel construction and maintenance works including brush removal, erosion protection works and corrugated steel pipe culvert (bridge) installations.
2. CD – closed drainage works: Includes the installation or repair of tile drainage systems, catch basin, manholes, and mechanical pump stations
3. R – road works: Includes road reconstruction and related works.
4. B – bridge installations: Includes the installation and/or repair of corrugated steel pipe culverts, pre-cast concrete box culverts and end treatment systems.
5. ST – storm sewer works: Includes the installation, repair, improvement or maintenance of storm sewer systems and appurtenances.
6. SA – sanitary sewer works: Includes the installation, repair, improvement or maintenance of sanitary sewer systems and appurtenances.
7. W – water distribution works: Includes the installation, repair, improvement or maintenance of watermains, connections and appurtenances.
8. BM – building maintenance: Includes roofing and siding and minor general repairs.
9. SW – sidewalk maintenance: Includes installation and repairs.

Appendix “C”

Statement of Ethics

The Ontario Public Buyers Association’s Code of Ethics is based upon the following tenets and members of OPBA attempt to consistently practice their profession and deal with their day-to-day responsibilities according to these principles. Members are encouraged to display this statement in their departments as well as in other locations in their agencies.

Open and Honest dealings with Everyone Who is Involved in the Purchasing Process

This includes all businesses with which this agency contracts or from which it purchases goods and services, as well as all members of our staff and of the public who utilize the services of the purchasing department.

Fair and Impartial Award Recommendations for All Contracts and Tenders

This means that we do not extend preferential treatment to any Vendor, including local companies. Not only is it against the law, but it is also 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.

An Irreproachable Standard of Personal Integrity on the Part of All Those Designated as Purchasing Agents for this Agency

Absolutely no gifts or favours are accepted by the purchasing agents of this agency who do not publicly endorse one company in order to give that company an advantage over others.

Cooperation With Other Public Agencies in Order to Obtain the Best Possible Value for Every Tax Dollar

This agency 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.

Continuous Development of Purchasing Skills and Knowledge

All members of the purchasing department of this agency take advantage of the many opportunities provided by the Ontario Public Buyers Association to further their knowledge of good public purchasing principles and to maintain excellent skills.