

THE CORPORATION OF THE TOWNSHIP OF RAMARA

BYLAW NO. 2026.26

**A BYLAW TO ESTABLISH AND MAINTAIN POLICIES
FOR THE PROCUREMENT OF GOODS, SERVICES,
AND CONSTRUCTION**

WHEREAS the *Municipal Act*, 2001, S.O. 2001, c.25 Section 270(1) requires a municipality to adopt and maintain policies with respect to certain matters, including its procurement of goods and services;

AND WHEREAS the Council of the Corporation of the Township of Ramara is committed to open, fair, ethical, and transparent procurement of goods and services, including encouraging competition in the procurement process, ensuring the best value for money for goods and services, requiring equitable treatment of suppliers, defining a clear separation between the role of Council and staff in procurements at the Township, and maintaining public confidence in the municipal procurement process;

AND WHEREAS the Township recognizes its responsibility to prevent conflicts of interest – real, apparent, and potential – between suppliers and the Township’s elected officials and staff, in accordance with the *Municipal Conflict of Interest Act*, the Township’s Codes of Conduct, and other legislation;

AND WHEREAS the Township passed a Procurement of Goods and Services and Disposal of Surplus Goods Bylaw 2004.82 on October 25, 2004, which this Bylaw shall replace;

NOW THEREFORE, the Council of the Corporation of the Township of Ramara hereby enacts as follows:

1. THAT the provisions of Parts I to IX of the Procurement of Goods, Services, and Construction Bylaw and Schedules A, B, and C attached hereto shall form and be part of this bylaw;
2. AND THAT Bylaw 2004.82 and its schedules are hereby repealed;
3. AND THAT this bylaw shall come into force and take effect on the date of passing.

**BYLAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 13 DAY OF APRIL, 2026.**

The Corporation of the
Township of Ramara

Original Signed By

BASIL CLARKE, MAYOR

Original Signed By

REBECCA ZANUSSI, ACTING CLERK

Status: Passed

1. Definitions

In this By-Law:

- 1.1. "Acquisition" means the purchase of goods, services, and/or construction;
- 1.2. "Acquisition Method" means the process by which goods, services, and/or construction are purchased;
- 1.3. "Advertisement" means the public communication of bid opportunities through one or more predetermined methods that may include electronic mail, newspaper, and electronic tendering method, to ensure an open, fair, transparent and competitive solicitation process;
- 1.4. "Agreement" means a legal document that binds the Township and other parties;
- 1.5. "Alternative Dispute Resolution" means a series of steps put in place to resolve competitive bid process protests and contract disputes without the use of litigation, where the unresolved issue is raised to a higher level of authority, as required, with the hope that a solution satisfactory to both parties can be found;
- 1.6. "Approval" means authorization to proceed with a purchase of goods, services, and/or construction or a disposal;
- 1.7. "Award" means the authorization to proceed with the purchase of goods, services, and/or construction from a selected proponent(s);
- 1.8. "Bid" means an offer or submission received from a bidder or proponent in response to a call for bid, which is subject to acceptance or rejection;
- 1.9. "Bidder" means the entity or person who submits a response to a call for bid;
- 1.10. "Bid Irregularity" means a deviation between the requirements (including terms, conditions, specifications, or special instructions) of a bid request and the information provided in a bid;
- 1.11. "Bid Request" means a written request for bids or a solicitation, which may be in the form of a call for bid;
- 1.12. "Bid Review" means a person or persons constituted to review bid compliance or irregularities, as required;
- 1.13. "Blackout Period" refers to a restricted communication period designed to prevent lobbying. All communications regarding the procurement process or bid documents must go through the requesting department or the employee designated for the purposes of the call for bid. This period is crucial for maintaining a fair, open, and transparent process;
- 1.14. "Call for Bid" means a formal or informal request for bid, on the terms and conditions set forth in the Township's bid documents, which may be in the form of a Request for Quotation, Proposal, Tender, or Standing Offer;

- 1.15. "Chief Administrative Officer" or "CAO" means the person appointed to that position as approved by Council and includes his or her designate;
- 1.16. "Collusion" means an activity undertaken by two or more people for the purpose of dividing the market, setting prices, limiting production, or limiting open competition by deceiving, misleading, or defrauding others of their legal rights, or to obtain an objective forbidden by law, typically by defrauding or gaining an unfair advantage;
- 1.17. "Compliant Bid" or "Compliant Bidder/Proponent" means a responsive and responsible bid or bidder/proponent that submits a bid, respectively, that meets all requirements stipulated in the call for bid and that possesses the capacity and ability, including financial and technical abilities, to perform as contractually required;
- 1.18. "Conflict of Interest" means a situation where the existence of a personal or business relationship or interest of an elected official, officer, or employee of the Township creates a potential conflict with the best interest of the Township as prescribed in the *Municipal Conflict of Interest Act*;
- 1.19. "Construction" means a creation, reconstruction, demolition, repair, or renovation of a building, structure, or other civil engineering or architectural work, including site preparation, excavation, drilling, seismic investigations, soil investigations, the supply of products, materials, equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure, or other civil engineering design or architectural work, but **does not** include the consulting and professional services related to the construction contract unless they are included in the specifications for that procurement;
- 1.20. "Consulting and Professional Services" means those services requiring the skills of a specialist for a defined service and includes architects, engineers, designers, surveyors, planners, accountants, auditors, management professionals, marketing professionals, software and information technology experts, financial consultants, lawyers, law firms, real estate agents and brokers, environmental planners and engineers, hydrogeologists, transportation planners and engineers, communications consultants, and any other consulting or professional services required by the Township;
- 1.21. "Contract" means a legally binding agreement between two or more parties that creates an obligation to supply goods, services, and/or construction in return for money or other consideration;
- 1.22. "Contract Value" means the total estimated expenditures under a contract over the entire period of the contract, including any options and renewal periods, including non-recoverable HST;
- 1.23. "Contract Change Order" or "CCO" means a mutually agreed upon addition to, deletion from, or modification of a contract between the Township and the vendor that could not have been reasonably foreseen and thereby included in the call for bid document;
- 1.24. "Cooperative Purchase" means an acquisition method that combines the requirements of two or more entities in order to obtain the benefits of volume purchases and/or reduction in administrative effort and costs;

- 1.25. "Corporate Procurement Card" means a credit card issued to an authorized Township staff member to be used for procuring and paying for goods and services within established guidelines;
- 1.26. "Council" means the elected Council of the Township, as duly constituted under applicable legislation;
- 1.27. "Designate" means a person authorized by the CAO, General Manager, or Manager to act on his or her behalf;
- 1.28. "Disposal" means the removal of physical materials or assets owned by the Township and deemed to be surplus through its sale, trade-in, auction, alternative use, gift, or destruction;
- 1.29. "Electronic Tendering System" means a web-based platform used by the Township as a method of electronically issuing solicitations and/or receiving bids where the process of email or internet is considered appropriate. Also referred to as electronic tendering/bidding;
- 1.30. "Emergency Purchase" means an acquisition that does not follow the regular procurement process because of a circumstance described in Section 8.3 of this By-Law;
- 1.31. "Evaluation Committee" means a group of individuals involved in evaluating submissions and may include one or more representatives from the requesting department or designate to facilitate the process where required in accordance with the procurement procedures. The committee will be comprised of Township staff and/or consultants when applicable;
- 1.32. "Goods" means moveable property including the costs of installing, operating, maintaining, or manufacturing such moveable property, and any necessary raw materials, products, supplies, equipment, and other physical objects of every kind and description whether in solid, liquid, gaseous, or electronic form, unless they are procured as part of a construction contract;
- 1.33. "Lease" means a time-limited grant of either real or personal property from the owner of that property (known as the "lessor") to another party (known as the "lessee"), under which the lessee is entitled to the use and benefit of the property in question for the period so granted, in exchange for the payment of a stipulated rent or other consideration to the owner;
- 1.34. "Litigation" means the entire spectrum of adversarial processes, from the reasonable contemplation of proceedings through to the preparation, conduct, and resolution of a legal dispute. Such legal disputes include, but are not limited to, matters at all levels and branches of court in Ontario and/or Canada, administrative adjudicative bodies, and/or arbitration;
- 1.35. "Lobbying" means communicating directly or soliciting others to communicate with any official, member of Council, or employee for the purpose of influencing any legislative, procedural, or administrative action;
- 1.36. "Low-Value Purchases" or "LVP" means a purchase of goods, services, and/or construction at the thresholds indicated in this By-Law;

- 1.37. "Negotiation" means the action or process of conferring with one or more vendors with the goal of reaching an agreement on an acquisition made pursuant to this By-Law;
- 1.38. "Non-Standard Procurement" means the acquisition of deliverables through a process or method other than the standard method required for the type and value of the deliverables;
- 1.39. "Procurement" means purchasing, renting, leasing, or otherwise acquiring any goods, services, and/or construction, including the description of requirements, solicitation method, selection of sources, preparation and award of contract, and all phases of the contract administration;
- 1.40. "Procurement Review Committee" means the committee comprised of the CAO, applicable General Manager, Manager, Township staff, or designate to review any unresolved concerns or issues that may arise during a competitive process;
- 1.41. "Proponent" means the entity or person who submits a response to a call for bid;
- 1.42. "Purchase Order" means a contract with a successful bidder/proponent that has a unique number issued by Financial Services, which formalizes the acceptance of an offer received in accordance with this By-Law;
- 1.43. "Procurement Procedures" means the administrative document that establishes procedures to be followed by Township staff for acquisition that represents best practices and that is consistent with the intent of this By-Law;
- 1.44. "Purchasing Services" means the purchasing function carried out by the applicable Township service area facilitating and overseeing acquisitions for the Township;
- 1.45. "Request for Expression of Interest" or "RFEOI" means a written, formal, non-binding solicitation document to determine if there is any interest in the marketplace to provide the goods, services, and/or construction that the Township is contemplating procuring. It is typically used when it is unknown if a market for the desired goods, services, and/or construction exists. A subsequent call for bid may follow an RFEOI;
- 1.46. "Request for Information" or "RFI" means a written, formal, non-binding solicitation document to obtain information on product or service details, comments, feedback, or reactions from potential bidders/proponents prior to issuing a call for bid. It is typically used when the specifications are unknown. Price is generally not required. Feedback may include best practices, industry standards, and technology issues;
- 1.47. "Request for Pre-Qualification" or "RFPQ" means a written, formal, non-binding solicitation document to obtain detailed information from firms and/or individuals that may include their experience, financial strength, education, background, and personnel to prequalify to supply goods, services, and/or construction to the Township. The RFPQ may be a precondition to a further call for bid opportunity;
- 1.48. "Request for Proposal" or "RFP" means a written, informal or formal, call for bid document to obtain proposal submissions from firms and/or individuals where detailed specifications are not able to be clearly identified and/or where price is not the primary evaluation factor. RFPs may have provisions for negotiations and may be in a single or multi-step process;
- 1.49. "Request for Quotation" or "RFQ" means a written, informal or formal, call for bid document used for acquisitions based on clearly defined specifications;

- 1.50. "Request for Tender" or "RFT" means a written, formal, call for bid document used for acquisitions based on clearly defined specifications;
- 1.51. "Request for Standing Offer" or "RFSO" means a written, formal, call for bid document used for acquisition based on clearly defined specifications from one or more vendors to provide pricing for a defined time period on an as-needed basis, where there are no defined quantities nor commitment to utilize the awarded vendor(s);
- 1.52. "Service" means the services to be provided under a contract and includes labour and consulting and professional services;
- 1.53. "Sponsorship" means a mutually beneficial contractual agreement between the Township of Ramara and an external company, organization, association, or individual where the Township of Ramara leverages a municipally owned asset to receive financial or in-kind support in exchange for recognition, exposure, activation opportunities, and/or other marketing benefits for the external party;
- 1.54. "Surplus" means goods fully owned by the Township that have been deemed surplus by the relevant General Manager or designate and are no longer required by the Township;
- 1.55. "Tender" means a bid specifically provided in response to a Request for Tender;
- 1.56. "Township" means the Corporation of the Township of Ramara;
- 1.57. "Township Staff" means the person(s) authorized to procure goods, services, and/or construction on behalf of the Township. This does not include members of Council;
- 1.58. "Treasurer" means the person as appointed by Council and includes his or her designate(s);
- 1.59. "Unsolicited Proposal" means an offer or proposal submitted by a contractor, supplier, vendor, or consultant in the absence of a call for bid. It may be submitted in response to a perceived need but not in response to a call for bid;
- 1.60. "Vendor(s)" means the entity or individual who may or does currently supply goods, services, and/or construction to the Township.

PART II

2. Introduction

2.1. Purpose

- a. The purposes of this Procurement By-Law are set out in the recitals, and they form part of the operative provisions of this By-Law.

2.2. Application

- a. This By-Law applies to all elected officials, committee members, and staff of the Township, as it applies to the procurement of goods, services, and/or construction. Procurements include the acquisition of goods, services, and/or construction by purchase, rental, or lease, except for those items set out in Schedule "A".
- b. In addition to the items set out in Schedule "A", this By-Law does not apply to:

- i. Contracts or agreements relating to hiring employees or employee compensation or reimbursement of employee expenses; or
- ii. Contracts or agreements for the sale, purchase, lease, or licence of land or existing buildings.

2.3. Title and Administration of By-Law

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

2.4. Validity and Severability

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

2.5. Interpretation

In this Procurement By-Law:

- a. The word "may" is permissive.
- b. The words "shall" and "will" are imperative.
- c. Words used in the present terms include the future.
- d. Words in the singular number include the plural number and vice versa.
- e. Where staff of the Township are authorized to do any act, such act may be done by their authorized designate unless specifically stated otherwise.
- f. Where the context so requires, the masculine gender shall include the feminine and neutral genders and vice versa.

2.6. Procurement Principles

All employees authorized to purchase goods, services, and/or construction on behalf of the Township shall adhere to the following principles:

a. General Principles

In order to ensure that integrity is maintained in the procurement process, and to protect the interests of the Township, the public and persons participating in the procurement process, the following general principles shall be adhered to for any procurement.

b. Open and Honest Dealings with Everyone Who is Involved in the Procurement Process

This includes all businesses with which the Township contracts or from which it purchases goods and services, as well as all members of staff and of the public who utilize the services of Financial Services.

c. Fair and Impartial Award Recommendations for All Contracts and Tenders

This means that the Township does 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.

d. An Irreproachable Standard of Personal Integrity on the Part of All Those Designated as Authorized Purchasers for the Township

Absolutely no gifts or favours are accepted by any employee or elected official of the Township in return for business or the consideration of business. Also, employees and elected officials do not publicly endorse one company in order to give that company an advantage over others.

e. Legislative Requirements

The Township will comply with all new or amended legislation enacted by the Provincial or Federal governments, as well as any other applicable acts governing the Township. Any new or amended legislation supersedes this policy to ensure continued alignment with Provincial, Municipal, and Federal legislative requirements.

PART III

3. Procurement Principles and Goals

The Township adheres to the following procurement principles:

- 3.1. To purchase, rent, or lease the required quality and quantity of goods, services, and/or construction by promoting an open, fair, and transparent competitive process in an efficient, professional, and cost-effective manner while maintaining budgetary control and protecting the best interests of the Township.
- 3.2. To encourage an open, fair, and transparent competitive processes for the acquisition and disposal of goods and services and to obtain the best value for the Township.
- 3.3. To offer a variety of acquisition methods and to use the most appropriate method depending on the particular circumstances of the acquisition.
- 3.4. To consider all costs and factors, including, but not limited to, acquisition, operating, training, maintenance, quality, warranty, payment terms, disposal value, and disposal costs in evaluating submissions.
- 3.5. To utilize comprehensive and unbiased specifications in order to maximize competition.
- 3.6. To give full consideration to the annual aggregate value or to consider the total project cost of specific goods, services, and/or construction that will be required by each department and by the Township as a whole prior to determining the appropriate acquisition method.
- 3.7. To encourage the purchase of goods, services, and/or construction with due regard to the preservation of the natural environment; vendors may be selected to supply goods made by methods resulting in the least damage to the environment and supply goods incorporating recycled materials where practicable.
- 3.8. To avoid conflicts between the interests of the Township and those of the Township's employees, elected officials, and committee members, and to ensure compliance with the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.5, as amended.

- 3.9. To promote respect for international and interprovincial trade treaties and agreements.
- 3.10. To promote and incorporate, whenever possible, the relevant requirements of the *Ontarians with Disabilities Act, 2001*, S.O. 2001, c. 32 and *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, in procurement for the Township.

PART IV

4. General Conditions

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

It shall be the intent of the Township, wherever possible, to standardize the purchase of goods, services, and/or construction to allow for:

- a. Reduced amount of goods, services, and/or construction required;
- b. Increased volume on common cross-departmental items or services;
- c. Maximizing volume-buying opportunities;
- d. Providing economies of scale;

- e. Reduced handling, training, and storage costs;
- f. Minimizing maintenance costs;
- g. Improving operational efficiencies;
- h. Cooperative purchasing activities;
- i. More competitive bid results; and
- j. Reduced overall costs.

4.10. No Local Preference and Non-Discrimination

- a. The Township shall not practice local preference in awarding purchases, pursuant to the *Discriminatory Business Practices Act*, R.S.O. 1990, c. D12; Canadian Free Trade Agreement (CFTA); Canada-European Union Comprehensive Economic and Trade Agreement (CETA); the *Competition Act*, R.S.C. 1985, c. C-34; and any new or amended legislation, regulations, acts, and/or government directives as may be applicable, except where specifically prescribed, such as the *Buy Ontario Act*.

4.11. Code of Conduct and Conflict of Interest

- a. All procurement by the Township shall be undertaken in accordance with the Township's Staff Code of Conduct and Conflict of Interest Policy, as amended, the Township's Council Code of Conduct, as amended, and the *Municipal Conflict of Interest Act*, R.S.O. 1990, c.M.50, as amended.

4.12. Lobbying Restrictions

- a. Vendors, their staff, or anyone involved in preparing a bid shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the procurement process or subsequent award. This restriction extends to all of the Township's elected officials, committee members, and staff.
- b. No Township elected officials, committee members, or employees shall provide information regarding the Township's need for a specific good, service, and/or construction to prospective vendors where the provision of the knowledge could provide an unfair advantage, whether perceived or actual, to that vendor.
- c. The Township may reject any bid by any bidder/proponent that engages in lobbying, without further consideration, and may terminate the right of that bidder/proponent to continue in the procurement process.
- d. During a formal call for bid process, all communications shall be made through Township staff. No vendor or person acting on behalf of a vendor or group of vendors shall contact any elected official, committee member, or other employees of the Township to attempt to seek information or to influence the award. This restriction extends to all of the Township's elected officials, committee members, and staff.

4.13. Access to Information

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

4.14. Environmentally Sustainable Procurement

- a. Through acquisitions, the Township's staff are encouraged to seek ways of enhancing environmental sustainability by incorporating green procurement requirements where possible, practical, and feasible.

4.15. Exclusion of Bidders in Litigation

The Township may, in its absolute discretion, reject a bid submitted by a bidder or subsidiaries prior to or after a bid opening, if the bidder:

- a. is a party to current or past litigation with the Township;
- b. is directly or indirectly, including by common ownership or control or otherwise, related to a party to litigation with the Township; or
- c. intends to use a sub-contractor in respect of the specific project who is a party to litigation with the Township, or who directly or indirectly, including common ownership or control or otherwise, is related to a party to litigation with the Township.

4.16. Collusion

- a. Collusion will not be tolerated, and bids may be rejected without further consideration if collusion is suspected or present.

4.17. Elected Officials and Committee Members

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

4.18. Disposal of Surplus Goods or Assets

- a. The Treasurer or designate is responsible for the administration of the disposal of surplus goods or assets (excluding Township-owned land and/or buildings) as outlined in the Procurement Procedures.
- b. No staff member, elected official, or committee member shall personally obtain any real or personal property that has been declared surplus, unless it is obtained through a public process.

PART V

5. Requirement for Approved Funds

- 5.1. The beginning of the procurement process commences with the approval by Council of the operating and capital budgets for the Township. Upon approval of these budgets, departments have the authority to purchase goods, services, and/or construction (excluding leasing of greater than one year, which requires Council approval). General Managers and/or CAO are authorized to spend up to fifty per cent (50%) of the previous year's approved operating budget before receiving the current budget year's approval from Council.
- 5.2. Sufficient funds must be allocated for each acquisition in the appropriate accounts within the Council-approved operating or capital budget prior to the award and execution of the contract.

5.3. Multi-Year Contracts

Where certain goods and services are routinely purchased on a multi-year basis, the exercise of authority to award and execute such a contract is subject to the following:

- a. The identification and availability of sufficient funds in appropriate accounts for the current year within Council-approved estimates; and
- b. That, in the opinion of the service area General Manager or designate, the requirement for the goods or services will continue to exist in subsequent years and the concurrence of the Treasurer that the required funding can reasonably be expected to be made available.

5.4. Acquisitions Outside of the Approved Budget

- a. Acquisitions that are deemed by a General Manager, Township staff, or Treasurer to be necessary but that are not in the approved capital budget must be approved by Council prior to the commencement of the solicitation process.
- b. Acquisitions that are deemed by a General Manager, Township staff, or Treasurer to be necessary but that are not in the approved operating budget or have not otherwise received Council approval as part of an acquisition must be approved by Council prior to the commencement of the solicitation process if the acquisition value is over \$5,000.

5.5. Insufficient Budget at Time of Award of Solicitation

In the event that the bid that is recommended for award exceeds the approved funds available, the Township may pursue the following:

- a. Council may add additional funds to the approved budget, provided that there are sufficient funds available to allow the Township to award. Township staff are required to submit a staff report to Council seeking approval of the additional funds, unless the following condition applies:
 - i. The total cost of the goods, services, and/or construction does not exceed the approved budget by \$5,000. In that case, the General Manager or designate shall submit a request for additional funding to the CAO and Treasurer. The CAO and Treasurer shall identify the additional funding sources required for the unfavourable variance and approve the request at their discretion; and
 - ii. Where CAO and Treasurer approve additional funding up to \$5,000, a CIP to Council shall be executed by the General Manager or designate.

PART VI

6. Responsibilities and Authorities

6.1. Overall Considerations

- a. Township staff are accountable for the decisions and actions that they take pursuant to this By-Law and in the administration of contracts that have been awarded, as outlined on the Signing Authority Form.

6.2. Township Staff

Township staff shall:

- a. Monitor adherence to the provisions of this By-Law and the Procurement Procedures and report any non-compliance to the Treasurer.
- b. Facilitate all aspects of the call for bid process, including creating and issuing the call for bid documents, opening, and verifying compliance with the terms and conditions of the call for bid, as well as facilitating the award and execution of all agreements and contracts. Additionally, where applicable, staff shall facilitate contract extensions, contract change orders, vendor performance, dispute resolution, additional funding, and contract termination.
- c. Facilitate the disposal of physical materials and assets that have been deemed surplus by General Managers or designate through one of the methods outlined in the Procurement Procedures.
- d. Act as the Township's representative with other public agencies, including the Georgian Bay and Area Public Procurement Collaborative (GBAPPC), Broader Public Sector (BPS), Ontario Shared Services (OSS), Ontario Education Collaborative Marketplace (OECM), Ministry of Government Services (MGS), or any other group purchasing organizations approved by the Township on initiatives, and participate in cooperative contracts with these and related agencies where such involvement is in the best interest of the Township.
- e. Where applicable, participate in negotiations.

6.3. Treasurer

The Treasurer shall:

- a. Review and may authorize all single, sole, and emergency purchase acquisitions in conjunction with the General Manager and/or CAO and verify that the acquisitions meet or exceed the thresholds outlined in Schedule 'B'.
- b. Review and provide feedback to the CAO, General Managers, or designate who are contemplating acquisitions outside of the provisions of the Procurement By-Law.
- c. Prepare an annual summary report to present to Council for all single, sole, and emergency purchase acquisitions that meet or exceed the thresholds outlined in Schedule 'B'.
- d. Prepare an annual summary report to present to Council by April 30 of the following year, or as soon as practicable, for all acquisitions where provisions of the Procurement By-Law were waived.
- e. Address all instances of non-compliance of this By-Law with the appropriate General Managers or designate and report continued non-compliance to the CAO.
- f. Together with the CAO and/or General Manager, have the authority to award emergency purchases as outlined in Schedule 'B'.
- g. Present to Council a summary report prepared by the General Manager, Township staff, or designate for all single, sole, and emergency purchase acquisitions that meet or exceed the thresholds outlined on Schedule 'B' and a summary report of acquisitions outside the provisions of the Procurement By-Law.
- h. Consider approval, in conjunction with the CAO, of additional funding for capital acquisitions that are over the value authorized by Council, but that cumulatively

per project does not exceed \$50,000 and sufficient budget may be obtained from another approved capital acquisition.

6.4. Chief Administrative Officer (CAO)

The CAO shall:

- a. Ensure that all staff adhere to this By-Law and Procurement Procedures and address any non-compliance that the Treasurer has brought to their attention.
- b. Consider the approval request to authorize any contract change order that is in excess of the service area authority level, providing that the conditions outlined in the contract change order section of this By-Law have been satisfied.
- c. Consider requests, in conjunction with the Treasurer, for additional funding for capital acquisitions that are over the value authorized by Council, but that cumulatively per project does not exceed \$50,000 and sufficient budget may be obtained from another approved capital acquisition.

PART VII

7. **Standard Methods of Procurement**

7.1. General

- a. The acquisition methods described below shall be utilized, unless another section of this By-Law applies, as recommended by the CAO, General Manager, or designate, and shall be advertised, reported, approved, and have the contract executed in accordance with the provisions of this By-Law and in accordance with Schedule 'B'.

7.2. Low-Value Purchase (LVP)

- a. A Low-Value Purchase (LVP) shall be conducted for acquisitions not covered under an existing contract(s) or otherwise requiring another acquisition method as described in this By-Law. Acquisitions within this category are not to be repetitive or ongoing and are instead intended to be "one-off" or small, multiple purchases with a cumulative value not exceeding the prescribed threshold.
- b. Where practical, three written quotes may be solicited to ensure that a fair and competitive process has been conducted.
- c. The threshold, advertising, approval, and purchase execution parameters for this acquisition method are outlined in Schedule 'B'.

7.3. Informal Request for Quotation (RFQ) or Informal Request for Proposal (RFP)

Use of an informal RFQ or RFP for goods, services, and/or construction shall follow the process outlined below and shall be used only when specifications can be clearly defined:

- a. A call for bid document shall be issued by the service area for the solicitation;
- b. Solicitation should be issued to a minimum of three (3) bidders;
- c. Award of the contract shall be to the lowest compliant bidder for the RFQ process and to the highest scoring proponent in the RFP process;

- d. The threshold, advertising, approval, and purchase execution parameters are outlined in Schedule 'B'.

7.4. Formal Request for Quotation (RFQ) or Informal Request for Proposal (RFP)

Use of a formal RFQ or RFP for goods, services, and/or construction shall follow the process outlined below and shall be used only when specifications can be clearly defined:

- a. A call for bid document shall be issued by the service area for the solicitation;
- b. Solicitation shall be advertised through an electronic tendering method;
- c. Award of the contract shall be to the lowest compliant bidder for the RFQ process and to the highest scoring proponent in the RFP process;
- d. The threshold, advertising, approval, and purchase execution parameters are outlined in Schedule 'B'.

7.5. Request for Tender (RFT)

Use of a Request for Tender for goods, services, and/or construction shall follow the process outlined below and shall be used only when specifications can be clearly defined:

- a. A call for bid document shall be issued by the service area for the solicitation;
- b. Solicitation shall be advertised through an electronic tendering method;
- c. Award of the contract shall be to the lowest compliant bidder;
- d. The threshold, advertising, approval, and purchase execution parameters are outlined in Schedule 'B'.

7.6. Request for Standing Offer (RFSO)

- a. Use of a Request for Standing Offer for goods, services, and/or construction shall be used when:
 - i. There is a need to develop a short list of qualified proponents that have the capabilities to meet the Township's requirements;
 - ii. Specifications can be clearly defined;
 - iii. There is a need for a roster list of vendors for their services that will be provided on an as-needed or required basis.
- b. RFSO shall follow the process outlined below:
 - i. A call for bid document shall be issued by the service area for the solicitation;
 - ii. Solicitation shall be advertised through an electronic tendering method;
 - iii. Evaluation will be based on the criteria as outlined in the call for bid document;
 - iv. Selection methodology of the proponents will be as outlined in the call for bid document;
 - v. The threshold, advertising, approval, and purchase execution parameters are outlined in Schedule 'B'.

7.7. Request for Information (RFI)

Use of a Request for Information for goods, services, and/or construction shall follow the process outlined below and shall be used when the requesting service area is seeking information, clarification, comments, feedback, and/or reactions from the marketplace that may assist in compiling a potential future call for bids:

- a. A written, formal, non-binding document shall be issued by the service area for the RFI;
- b. If applicable, the RFI may request publicly available commodity cost details for the purpose of budget planning;
- c. An RFI submission shall not create any contractual obligation between the Township and the respondent;
- d. The RFI document shall be advertised through an electronic tendering method;
- e. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule 'B'.

7.8. Request for Expression of Interest (RFEOI)

Use of a Request for Expression of Interest for goods, services, and/or construction shall follow the process outlined below and shall be used when there is uncertainty regarding the market availability and interest in providing the goods, services, and/or construction for which the Township is contemplating acquisition to assist with a potential future call for bids:

- a. A written, formal, non-binding document shall be issued by the service area for the RFEOI;
- b. An RFEOI submission shall not create any contractual obligation between the Township and the respondent;
- c. The RFEOI document shall be advertised through an electronic tendering method;
- d. The threshold, advertising, approval, and purchase execution parameters are outlined in Schedule 'B'.

7.9. Request for Prequalification (RFPQ)

Use of a Request for Prequalification for goods, services, and/or construction shall follow the process outlined below and shall be used when the work is considered complex, high risk, or there is a need to develop a short list of qualified proponents that have the capabilities to meet the Township's requirements for an initial phase of a two-or-more phase solicitation process:

- a. A call for bid document shall be issued by the service area for the solicitation;
- b. A subsequent call for bid document will be issued as outlined in the RFPQ only to the prequalified proponents;
- c. An RFPQ submission shall not create any contractual obligation between the Township and the proponent;
- d. Solicitation shall be advertised through an electronic tendering method;
- e. Evaluation will be based on the criteria as outlined in the call for bid document;

- f. Selection methodology of the prequalified proponents will be as outlined in the call for bid document;
- g. The threshold, advertising, approval, and purchase execution parameters are outlined in Schedule 'B'.

PART VIII

8. Alternative Methods of Procurement

8.1. Single Source

- a. A Single Source may only be used when one of the following circumstances applies:
 - i. A good or service is compatible with an existing Township-owned good or service where a substitute good or service is available; however, the warranty, maintenance, or service will be affected if the substitute is used and it is therefore not in the Township's best interest to use the substitute;
 - ii. A good or service is in short supply due to market conditions;
 - iii. When either no bids or no compliant bids were received in a call for bid process;
 - iv. Specific standards are adopted by Council requiring certain goods or services;
 - v. A good or service is being purchased for a defined testing or trial use for a predetermined timeframe;
 - vi. A good or service is of a confidential condition or matter and where the disclosure of such in an open competition could compromise confidentiality of the vendor/Township or be contrary to public interest;
 - vii. When the Township has a lease with a purchase option and exercising the purchase option would benefit the Township.
- b. Negotiations may be used with a Single Source. The threshold, advertising, approval, and purchase execution parameters are outlined in Schedule 'B'.

8.2. Sole Source

- a. A Sole Source may only be used when one of the following circumstances applies:
 - i. A good or service is covered by an exclusive right such as a patent, copyright, or exclusive licence;
 - ii. A good or service is compatible with an existing Township-owned good or service or is a replacement part for which there are no substitutes.
- b. Negotiations may be used with a Sole Source. The threshold, advertising, approval, and purchase execution parameters are outlined in Schedule 'B'.

8.3. Emergency Purchase

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

- i. Prevent or alleviate serious delay;
 - ii. Maintain essential Township services;
 - iii. Maintain security or order;
 - iv. Protect public property;
 - v. Protect human, animal, plant life, health or prevent/alleviate a threat to same;
 - vi. Comply with official orders issued by an upper-tier government;
 - vii. Comply with the Emergency Response Plan or respond to a State of Emergency.
- b. Negotiations may be permitted and used with this type of purchase. The threshold, advertising, approval, and purchase execution parameters are outlined in Schedule 'B'.

8.4. Cooperative Purchasing and Buying Groups

- a. The Township may participate in co-operative or joint purchasing initiatives with other entities where such initiatives are determined to be in the best interests of the Township. If the Township participates in such co-operative or joint purchasing initiatives, the Township may adhere to the policies of the entity conducting the purchasing process, provided that such policies comply in spirit with this By-Law. If the Township is leading a co-operative or joint purchasing initiative, this By-Law will be followed.
- b. The Township may participate as a member of buying groups that administer procurements for their members when determined to be in the best interest of the Township. If the Township is a member of a buying group, the Township may procure deliverables through the buying group provided that the procurement process is conducted in a manner consistent with the Township's obligations under applicable trade agreements.

8.5. Unsolicited Proposal

- a. An unsolicited proposal received by the Township shall be reviewed by the relevant General Manager(s) and Treasurer. Any acquisitions resulting from the receipt of an unsolicited proposal shall comply with the provisions of this By-Law.

8.6. Accessibility

- a. When preparing the specifications, the originating department shall consider the requirements of the *Ontarians with Disabilities Act, 2001*, as amended, and the *Accessibility of Ontarians with Disabilities Act, 2005*, as amended, and apply those requirements with respect to procuring goods, services, and/or construction and in the development of specifications.

8.7. Sponsorship

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

- b. Sponsorship opportunities will be offered in an open, equitable, and fair manner; however, it is acknowledged that the majority of sponsorships shall be the result of direct solicitation by Township staff for such purposes without the process of competitive bidding.
- c. The CAO will make the sole and final determination as to whether a sponsorship or advertising opportunity may be a competitive or non-competitive arrangement.

8.8. Negotiated Purchase

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

- a. When only one submission is received and it exceeds the amount allocated in the budget, negotiations may be conducted, provided that the selected vendor is compliant;
- b. During a Single Source, Sole Source, or Emergency Purchase;
- c. When a competitive bid process has been conducted and an extension of the contract term is available as outlined in the original call for bid;
- d. When a competitive bid process has been conducted and the contract has expired or will shortly expire and unforeseeable circumstances have caused a delay in issuing a new call for bid; in such cases, the contract extension should not extend beyond a one- (1) year term;
- e. Where a competitive bid process has been conducted and expanded works or coordinated works are appropriate in the circumstances.

PART IX

9. Other

9.1. In-House Bids

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

9.2. Specifications

- a. Service area staff are responsible for the preparation of the specifications for the applicable acquisition method and the same shall be approved by the appropriate person(s) within the service area.
- b. General Managers may review and recommend amendments to the specifications. The requesting General Manager or designate shall collaborate in the finalization of the specifications and associated procurement documents.
- c. Specifications should be clear and concise. They must not be structured to restrict or limit competition due to brand or other similar requirements. They shall allow for potential vendors to provide alternatives in the event that an equivalent product or method is available. Biasing of specifications in favour of, or against, a particular good or service is prohibited. Nothing in this section restricts the ability to design specifications in unique situations, such as standardization or compatibility with existing goods or services.

- d. Vendors may be requested to expend time, money, and effort on the content or in the development of a specification(s) or otherwise help define a requirement to be contained in the specifications that may be used in a procurement document. A vendor who provides such assistance shall be deemed as a consultant of the Township and the specifications are deemed property of the Township. Such a vendor shall be prohibited from submitting a response to a call for bid for which those specifications apply.

9.3. Corporate Purchasing Card

- a. Acquisitions made with the corporate purchasing card must comply with this By-Law and the Township's purchasing card program and applicable policies.
- b. No personal purchases may be made with the corporate purchasing card that are not authorized by Township policy. Township staff shall use the corporate purchasing card when and where available.

9.4. Procurement Review Committee

- a. The General Manager or designate will review submissions for compliancy to the procurement document requirements.
- b. When a bid irregularity is present, action shall be taken in accordance with Schedule 'C'.

9.5. Evaluation Committee

- a. Evaluation committees are used with some acquisition methods to allot points according to the criteria and submission requirements in the call for bid. The highest-scoring submission will be the successful proponent, subject to the terms and conditions of the call for bid and this By-Law.

9.6. Tie Bids

- a. In the case of a tie of the scores between two compliant bidders/proponents, and where multiple awards are not possible, the Township shall determine the successful bidder/proponent by coin toss as outlined in the Procurement Procedures.
- b. In the case of a tie bid of the scores between three (3) or more compliant bidders/proponents, and where multiple awards are not possible, the Township shall determine the successful bidder/proponent by a draw of the bidders'/proponents' names from a receptacle as outlined in the Procurement Procedures.

9.7. Vendor Performance

- a. Township staff are responsible for monitoring and documenting vendor performance and ensuring compliance with contracts. Township staff shall address performance issues directly with the vendor to resolve and document all performance issues and acknowledgements related to same.
- b. General Managers, Township staff, or designates shall be advised of vendor performance issues in writing from the General Manager. The General Manager, Township staff, or designates will consult with the CAO and Township Solicitor,

where appropriate, to resolve any ongoing and/or escalating or unsatisfactory performance issues. If performance issues cannot be resolved, the General Manager or designate may, in consultation with Legal Services, terminate the contract.

- c. For any vendor (or its subcontractors) that is involved in unprofessional conduct (the nature of which will be the sole and absolute discretion of the Township), a health and safety violation, criminally charged, or in dispute or litigation of any kind with the Township, the Township may terminate the contract with that vendor. That vendor may also be excluded from bidding at the discretion of the CAO in consultation with the relevant General Manager, Township staff, or designate, and Legal Services where appropriate. The exclusion from bid participation shall not last longer than two years.

9.8. Alternative Dispute Resolution – Competitive Bid Protest Protocol

- a. All vendors dealing with the Township or bidding on potential contracts shall resolve any and all disputes they have specific to the competitive bid process through the Alternative Dispute Resolution (ADR) process described in the call for bid and shall agree to such process as part of any response to the competitive bid process.
- b. The award of any contract shall not be rescinded or the progress of any project delayed by a request for the use of the ADR unless recommended by the General Manager, Township staff, or designate, Township's legal counsel, and the CAO.
- c. Any vendor that has asked to participate in the ADR process will be provided with information by the General Manager, Township staff, or designate to assist them to understand the bid process and to assist them to improve their future bid submissions for the Township.

9.9. Alternative Dispute Resolution - Contract Disputes

- a. Any contract disputes that arise between the successful bidder/proponent and the Township during the term of the contract shall be handled through the contract dispute process as outlined within the call for bid or contract.

9.10. Contract Change Order

- a. A contract change order may be executed by the service area designate with appropriate signing authority provided that the total project cost has not exceeded the level authorized by Council.
- b. Where a contract change order exceeds the service area designate signing authority level, the CAO may approve the execution of the contract change order provided that the total project cost has not exceeded the level authorized by Council.
- c. Where a contract change order or the cumulative value of the contract change orders plus the original contract price exceeds the overall level authorized by Council by more than \$25,000, Council approval of additional funds is required.
- d. Where a contract change order is to be paid by a third party and the security to ensure payment is in place to the satisfaction of the Treasurer, the service area

designate may execute the contract change order. Where a portion of the contract change order is to be paid by the Township, the provisions of section of the By-Law shall be followed.

- e. Funding should be in place prior to approving the contract change order and prior to the execution of the works. When it is not possible to complete the contract change order prior to the execution of the works, it shall be completed as soon as possible after commencement, at the approval of the General Manager, Township staff, or designate.

9.11. Council Reporting

a. Memorandum to Council

The service area General Manager or designate shall create a memorandum to Council to be included in the Council Information Package (CIP) in the following circumstances:

- i. A Single Source or Sole Source greater than \$50,000 within approved budget (operating or capital);
- ii. Any Emergency Purchase;
- iii. The CAO and Treasurer have approved additional funding to award a project that is over the level authorized by Council when the overage is no more than \$5,000.

b. Council Approval

The service area General Manager or designate shall create a report to be included in the Council agenda for consideration for approval in the following circumstances:

- i. Where an acquisition exceeds the level authorized by Council by more than \$5,000;
- ii. Where a contract change order exceeds \$25,000;
- iii. Where the lowest compliant bid submission is not being recommended for award;
- iv. Where the highest-scoring compliant proponent proposal submission is not being recommended for award;
- v. Where the acquisition of a tangible capital asset was not included in the approved capital budget;
- vi. Where goods, services, and/or construction were not included in the approved operating budget and is over \$5,000;
- vii. Any contract requiring approval from the Ontario Land Tribunal;
- viii. Any contract prescribed by statute to be authorized by Council;
- ix. Where Council has directed staff to provide a report for approval.

Schedule 'A'
Goods and Services Exempt from Provisions of the Procurement By-Law

1. Training and Education
 - a. Books
 - b. Conferences
 - c. Courses
 - d. Conventions
 - e. Memberships
 - f. Seminars
 - g. Periodicals
 - h. Magazines
 - i. Staff training
 - j. Staff development
 - k. Staff workshops
 - l. Subscriptions
2. Refundable Employee Expenses
 - a. Advances
 - b. Meal allowances
 - c. Travel and hotel accommodation
 - d. Mileage
 - e. Miscellaneous – non-travel
3. Employer's General Expenses
 - a. Payroll deduction remittances
 - b. Licences (vehicles, elevators, radios, etc.)
 - c. Debenture payments
 - d. Grants to agencies/donations
 - e. Payments of damages
 - f. Tax remittances
 - g. Charges to/from other Government or Crown Corporations
 - h. Employee wages
 - i. Freight charges
4. Professional and Special Services
 - a. Committee fees
 - b. Witness fees
 - c. Court reporters' fees
 - d. Honoraria
 - e. Arbitrators
 - f. Legal settlements
 - g. Temporary help
 - h. Recreation instructor fees
 - i. Courier charges
 - j. Legal services
 - k. Banking services
 - l. Workplace investigator
 - m. Private investigator
 - n. Land surveyor
 - o. Land appraiser

Schedule 'A'
Goods and Services Exempt from Provisions of the Procurement By-Law

5. Utilities/Other

- a. Postage
- b. Water and sewer charges
- c. Hydro
- d. Cable television charges
- e. Telephone, connectivity (excluding cellular services), fibre, internet service providers
- f. Natural gas/propane
- g. Refunds and rebates to ratepayers
- h. Utility relocates by a public utility vendor
- i. Collection agencies (e.g. tax sale services)
- j. Land and building acquisition and disposal – Exempt unless otherwise directed in By-Law 2022.47 Sale of Surplus Land Policy

6. Advertising

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

Schedule 'B'
Summary of Thresholds for Procurement

** all thresholds shall include the non-rebateable HST of the purchase price

Purchase Type	Purchase Threshold	Procurement Method	Advertising	Approval	Purchase Execution
Low Value Purchase (LVP)	\$0 - \$25,000	<ul style="list-style-type: none"> Process facilitated by service area directly. 	<ul style="list-style-type: none"> Not required. 	<ul style="list-style-type: none"> The General Manager and/or CAO shall authorize specific Township Staff to make LVP; and Assign a limit of spending/signing authority to staff. 	<ul style="list-style-type: none"> Vendor invoice PCard Purchase order
Informal Request for Quotation (RFQ) or Informal Request for Proposal (RFP)	\$25,001 - \$50,000	<ul style="list-style-type: none"> Process facilitated through requesting department; Call for bid issued to minimum of three (3) vendors. 	<ul style="list-style-type: none"> By invitation through Electronic Tendering System; Optional: By invitation through email. 	<ul style="list-style-type: none"> The General Manager and/or CAO shall authorize specific staff to create specifications for the call for bid; and Assign specific Township staff with a level of authority to enter into contract with the awarded bidder. 	<ul style="list-style-type: none"> Contract agreement; and Vendor invoice PCard Purchase order
Formal Request for Quotation (RFQ) or Informal Request for Proposal (RFP)	\$50,001 - \$100,000	<ul style="list-style-type: none"> Process facilitated through requesting department; Call for bid issued. 	<ul style="list-style-type: none"> Electronic Tendering System; Optional: Local and/or commercial accredited media outlet; and/or Other forms of advertising where desired. 	<ul style="list-style-type: none"> The General Manager and/or CAO shall authorize specific staff to create specifications for the call for bid; and Assign Township staff with a level of authority to enter into contract with the awarded bidder or sign off on the award themselves. 	<ul style="list-style-type: none"> Contract agreement; and Vendor invoice PCard Purchase order
Request for Tender (RFT)	\$100,001+	<ul style="list-style-type: none"> Process facilitated through requesting department; Call for bid issued. 	<ul style="list-style-type: none"> Electronic Tendering System; Optional: Local and/or commercial accredited media outlet; and/or Other forms of advertising where desired. 	<ul style="list-style-type: none"> The General Manager and/or CAO shall authorize Township staff to create specifications for the call for bid; and Ensure that the appropriate signing personnel enter into contract with the awarded bidder. 	<ul style="list-style-type: none"> Contract agreement; and Vendor invoice PCard Purchase order

Schedule 'B'
Summary of Thresholds for Procurement

Purchase Type	Purchase Threshold	Procurement Method	Advertising	Approval	Purchase Execution
Request for Standing Offer (RFSO)	Any amount.	<ul style="list-style-type: none"> Process facilitated through requesting department; Call for bid issued; Contract duration not to exceed five years including extension years. 	<ul style="list-style-type: none"> Electronic Tendering System; Optional: Local and/or commercial accredited media outlet; and/or Other forms of advertising where desired. 	<ul style="list-style-type: none"> The General Manager and/or CAO shall authorize Township staff to create specifications for the call for bid; and Ensure that the appropriate signing personnel authorize the prequalification of the selected bidders/proponents. 	<ul style="list-style-type: none"> Contract agreement; and Vendor invoice PCard Purchase order
Request for Prequalification (RFPQ)	Not applicable.	<ul style="list-style-type: none"> Process facilitated through requesting department; Call for bid issued; Contract duration not to exceed five years including extension years. 	<ul style="list-style-type: none"> Electronic Tendering System; Optional: Local and/or commercial accredited media outlet; and/or Other forms of advertising where desired. 	<ul style="list-style-type: none"> The General Manager and/or CAO shall authorize Township staff to create specifications for the call for bid; and Ensure that the appropriate signing personnel authorize the prequalification of the selected proponents. 	<ul style="list-style-type: none"> Not applicable.
Request for Information (RFI) or Expression of Interest (EOI)	Not applicable.	<ul style="list-style-type: none"> Process facilitated through requesting department; RFI or EOI document issued. 	<ul style="list-style-type: none"> Electronic Tendering System; Optional: Local and/or commercial accredited media outlet; and/or Other forms of advertising where desired. 	<ul style="list-style-type: none"> The General Manager and/or CAO shall authorize Township staff to create specifications for the RFI or EOI. 	<ul style="list-style-type: none"> Not applicable.
Non-Standard Procurement	\$25,000+	<ul style="list-style-type: none"> Process facilitated through requesting department. 	<ul style="list-style-type: none"> Not applicable. 	<ul style="list-style-type: none"> Single/Sole Source Form submitted from the General Manager or designate to the CAO for approval of process before commitment of acquisition is made; Vendor quotation is required; Memo to Council is required (\$50,001+); or At the discretion of the General Manager and/or CAO, Council approval may be requested. 	<ul style="list-style-type: none"> Contract Agreement; and Vendor invoice PCard Purchase order

Schedule 'B'
Summary of Thresholds for Procurement

Purchase Type	Purchase Threshold	Procurement Method	Advertising	Approval	Purchase Execution
Emergency Purchase	\$25,001+	<ul style="list-style-type: none"> • Not applicable. 	<ul style="list-style-type: none"> • Not applicable. 	<ul style="list-style-type: none"> • General Manager, if applicable, and Treasurer approval required; and • Emergency Purchase Form submitted from Township staff with above approval issued to CAO before commitment of acquisition, if possible and practical or as soon as possible after given the circumstance; • Vendor quotation, if possible and practical given the circumstance; • Memo to Council is required for any emergency purchase; or • At the discretion of the CAO and Treasurer, Council approval may be requested. 	<ul style="list-style-type: none"> • Contract agreement where possible given the circumstance; and • Vendor invoice • PCard • Purchase order

NOTE: If no approved budget, or an inadequate approved budget, is available, reporting to Council is required before initiating any procurement, except in the case of an Emergency Purchase as set out in Schedule 'A' (Exempt).

Schedule 'C'
Bid Irregularities

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

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

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

Action Taken:

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

Schedule 'C'
Bid Irregularities - Summary

ITEM	IRREGULARITY	MINOR	MAJOR	ACTION
GENERAL				
1	Late submissions.		✓	Shall not accept late bid submissions.
2	Failure to attend mandatory site visit.		✓	Automatic rejection.
3	Partial submissions (all items not bid on).		✓	Acceptable only if bid document allows for partial items to be bid on, otherwise it's automatic rejection.
4	Conditional submissions (e.g. submissions qualified, based on a bidder's/proponent's condition, restricted by an appended statement).		✓	Rejection unless, in the opinion of person(s) completing the bid review, the qualification or restriction is minor and would not adversely affect an award decision and/or the total price.
5	Submissions containing minor obvious clerical errors that do not result in any ambiguity with respect to the overall submission and/or award decision.	✓		Two (2) business days to correct and initial errors.
6	Submitter has not been previously qualified under a related pre-qualification process, where applicable.		✓	Automatic rejection.
7	Other minor irregularities.	✓		The person(s) completing the bid review shall have the authority to waive irregularities, which are considered minor.
8	Any irregularity.	✓		Despite the provisions herein contained, Council may waive any irregularity where it considers it to be in the best interest of the Township.
BID DOCUMENTS				
9	Bid submitted in other than the original bid form format.		✓	Automatic rejection.
10	All mandatory (required) sections of the document not completed.		✓	Automatic rejection. Shall not accept submission without all mandatory sections completed.

Schedule 'C'
Bid Irregularities - Summary

11	Bid form not signed, electronic signature missing or authority to bind missing.		✓	Automatic rejection. Shall not accept submission unless the proponent/bidder has checked the box confirming authority to submit a proposal/bid on behalf of the proponent/bidder.
12	Failure to acknowledge addendum(s).		✓	Automatic rejection. Shall not accept submission unless the proponent/bidder acknowledges addendum(s).
13	Incomplete, illegible or obscure submissions or submissions which contain additions not called for, erasures, alterations, or strike-out errors or irregularities of any kind that are immaterial.	✓		The bidder/proponent will be allowed two (2) business days to correct the irregularity if deemed immaterial by the person(s) completing the bid review.
14	Submissions not completed in English.		✓	Automatic rejection.
15	Submissions received on call for bid documents other than those provided on tender forms/documents from the Township.		✓	Automatic rejection.
16	Alternate items provided in whole or in part.	✓		Available for further consideration unless specified otherwise in the request.
17	Pages requiring completion of information by bidder/proponent are missing and/or uploaded incorrectly.		✓	Automatic rejection.
BID DEPOSIT				
18	Bid deposit (bid bond) not submitted/uploaded accurately with submission.		✓	Automatic rejection.
19	Bid deposit (bid bond) not in the acceptable form.		✓	Automatic rejection.
20	Township is unable to verify authenticity of bid deposit (bid bond/digital bond).		✓	Automatic rejection.
21	Amount on bid deposit (bid bond) is incorrect and/or insufficient.	✓		Two (2) business days to rectify.
22	Surety provider and/or bidder's/proponent's authorized signature missing from the bid bond.	✓		Two (2) business days to rectify.

Schedule 'C'
Bid Irregularities - Summary

23	Effective period of bid bond is less than the irrevocable period stipulated in the call for bid document.	✓		Two (2) business days to rectify.
AGREEMENT TO BOND				
24	Agreement to bond with the Township not submitted with submission or uploaded correctly.		✓	Automatic rejection.
25	Agreement to bond amount is incorrect and/or insufficient.	✓		Two (2) business days to rectify.
26	Surety provider and/or bidder's/proponent's authorized signature missing from agreement to bond.	✓		Two (2) business days to rectify.
PRICING				
27	Failure to include the Schedule(s) of Items & Prices, Price Form, Unit Pricing, Lump Sum Pricing or Price Details, as may be applicable, for inclusion with the submission.		✓	Automatic rejection.
28	Conditions placed by the bidder/proponent on the total contract price.		✓	Automatic rejection.
29	Pricing appears to be unbalanced to the extent that it would have a significant adverse effect to the Township if awarded.		✓	Automatic rejection.
POST-AWARD NOTIFICATION				
30	Failure to execute required bonding or financial security within the prescribed time period.		✓	Automatic rejection and bid deposit forfeited.
31	Failure to execute a contract or agreement within the prescribed time period.		✓	Automatic rejection and bid deposit forfeited.
32	Failure to provide supporting documents, as specified within the bid document and within the prescribed time period.		✓	Automatic rejection and bid deposit forfeited.