



MERRICKVILLE-WOLFORD
Jewel of the Rideau

Purchasing and Procurement Policy

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1. PURPOSES, GOALS & OBJECTIVES

The purposes, goals and objectives of this Policy are:

- a) To protect the interests of the Village, the public and persons participating in the procurement process and to establish purchasing policies to ensure the most cost-effective methods are used to purchase goods and services by the Village. This will be accomplished by reinforcing fairness, openness, transparency and integrity, and by adopting consistent and standard approaches for all stages of the Village's procurement processes;
- b) To promote where applicable in purchasing activities of the Village, the requirements of the *Accessibility for Ontarians with Disabilities Act, 2005*, SO 2005, c 11;
- c) To monitor all purchases within current control resources and to maximize savings to the taxpayers; and
- d) To standardize the procurement of goods and services wherever possible, to meet the following objectives:
 - To allow for reduced number of goods and services required;
 - To maximize volume buying opportunities;
 - To provide economies of scale;
 - To reduce handling, training and storage costs;
 - To minimizing maintenance costs;
 - To reduce overall cost; and
 - To leverage value.

2. DEFINITIONS

Wherever a word is used in this Policy with its first letter capitalized, the term is being used as it is defined in this section. Where any word appears in ordinary case, its regularly applied meaning in the English language is intended.

- a) **“Appropriated”** means the provision of funds in the annual budget. Where Council has not yet adopted a budget for the current year, an expenditure shall be deemed to be appropriate if the expenditure is for daily operations and routine maintenance, and does not exceed the budget from the previous year.
- b) **“Award”, “Awarded” and “Awarding”** means authorization to proceed with the purchase of goods, services or construction from one or more selected suppliers or contractors.
- c) **“Best Value”** means the optimal balance of performance and cost as determined by the decision-maker and in accordance with any pre-determined evaluation plan.

- d) **"Bid"** means an offer or submission from a bidder in response to a Request for Quotation, Request for Tender, or Request for Proposal in accordance with the terms and conditions of the Village's bid documents.
- e) **"Bidder"** means one who submits a response to a call for a bid.
- f) **"Bid Deposit"** means the form of security required by the terms and conditions of Bid Solicitations to guarantee that the successful supplier enters into a Contract with the Village.
- g) **"Bid Irregularity"** means a deviation between the requirements of a bid request and the information provided in a bid response (see Appendix B).
- h) **"Bid Solicitation"** means a formal request for Bids including a Request for Quotation, Request for Tender, or Request for Proposal.
- i) **"Budget"** means the budget or portion of the budget approved by Council.
- j) **"Chief Administrative Officer"** or **"CAO"** means the Chief Administrative Officer of the Corporation of the Village of Merrickville-Wolford, who also has the discretion and authority to act as a Department Head.
- k) **"Compliant Bid"** means a Bid that meets the terms and conditions of the Bid Solicitation and this Policy.
- l) **"Conflict of Interest"** means a situation where a personal, business or other interest of an elected or appointed official, officer or employee of the Village is, or can be reasonably perceived to be, in conflict with the interests of the Village, and includes, but is not limited to:
 - i) the giving or receiving of a direct or indirect personal gain or benefit, or a direct or indirect advantage or privilege, by any person or business that offers goods and/or services to the Village;
 - ii) a direct or indirect interest in any business that provides goods and/ or services to the Village; and
 - iii) a situation in which private interests or personal considerations may affect an elected or appointed official, officer or employee's judgment in acting in the best interest of the Village.
- m) **"Construction"** means the process of utilizing labour to build, alter, repair, improve or demolish any structure, building or public improvement, and generally does not apply to routine maintenance, repair or operations of existing real property.
- n) **"Contract"** shall mean a legally binding agreement, enforceable by the courts, between two or more parties that creates an obligation to provide defined goods and/or perform defined services in exchange for some consideration.

- o) **“Council”** means the Council for the Corporation of the Village of Merrickville-Wolford.
- p) **“Department Head”** means an employee who holds operational responsibility for a municipal function or service identified as a department in the Village’s organization chart. Where responsibility for a function or service cannot be ascribed to a Department Head, this definition shall be deemed to mean the CAO.
- q) **“Designate”** means a person authorized in writing by the Department Head or CAO, or as described in staff job description(s), employment contracts or Village human resources Policy, to act on their behalf, for the purpose of this Policy.
- r) **“Disability”** or **“Disabilities”** shall have the same meaning as set out in the *Accessibility for Ontarians with Disabilities Act, [2005](#), SO 2005, c 11*, or any successor legislation thereto.
- s) **“Emergency”** shall mean a situation where, in the opinion of the CAO, the purchase of goods and services requires immediate action to prevent or correct dangerous or potentially dangerous safety conditions, to protect the Village against heightened liability, or ensure the safety of the public as a result of a sudden unexpected event.
- t) **“Expression of Interest”** shall mean a situation where vendors are solicited by the Village to advise the Village of their ability or desire to undertake municipal requirements.
- u) **“Goods”** means, in relation to procurement, moveable property (including the costs of installing, operating, maintaining or manufacturing such moveable property), including raw materials, products, 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 general construction contract.
- v) **“Lowest Compliant Bid”** means the Compliant Bid that would provide the Village with the desired goods and/or services at the lowest cost. The lowest or any compliant bid may not necessarily be accepted.
- w) **“Normal Operating Expenditure”** means an expenditure of an operational, recurring nature and does not include one-time special or capital expenditures.
- x) **“Professional Services”** means those services requiring the skills of professionals for a designated service requirement including:
 - i) architects, engineers, designers, surveyors, geoscientists, project managers, financial consultants, auditors, accountants, doctors, dentists and lawyers;

- ii) firms or individuals having specialized competence in environmental, planning, human resources or similar disciplines; and
 - iii) software consultants and any other persons providing IT and similar services.
- y) **"Promotional Material"** are products branded with a logo or slogan and distributed at no cost to promote the brand. These products include note pads, mugs, pens, key chains and other small items valued at under \$20.00.
 - z) **"Proponent"** means one who submits a response to a Request for Proposal, Request for Tender or Request for Quote. This term can be used interchangeably with **"Bidder"**.
 - aa) **"Proposal"** means the submission received or the response to a Request for Proposal, acceptance of which may be subject to further negotiation.
 - bb) **"Purchase"** means to acquire goods and/or services by purchase, rental, lease or trade.
 - cc) **"Quote"** means a submission to the Village in response to a request for the cost of providing goods, services or construction to the Village, for purchases under \$15,001.
 - dd) **"Request for Expression of Interest" or "RFEOI"** means a public request made by the Village seeking responses from potential suppliers for the purpose of compiling a roster of suppliers who may be interested in providing goods and/or services to the Village from time to time. Receipt of an expression of interest by the Village does not create any obligation between the potential supplier and the Village, but may be a precondition to qualifying for subsequent Bid Solicitations issued by the Village.
 - ee) **"Request for Pre-Qualification" or "RFPQ"** means a public request by the Village seeking submissions outlining the experience, financial strength, education, background and significant personnel of potential suppliers, to create a roster of suppliers who may, from time to time, qualify to supply goods and/or services to the Village.
 - ff) **"Request for Proposal" or "RFP"** means a request for proposals from Proponents for goods, services or construction and is generally based on providing a solution to objectives stated within applicable terms of reference. The request document must clearly state the evaluation criteria; price may not be the primary evaluation factor when making a recommendation to award the contract.
 - gg) **"Request for Quotation" or "RFQ"** means a public request for quotation for the provision of goods, services or construction to the Village based on defined requirements and where a clear solution exists.
 - hh) **"Request for Tender" or "RFT"** means a public request for tenders for the provision of goods, services or construction to the Village based on defined

requirements and where a clear solution exists.

- ii) **"Services"** means intangible products that do not have a physical presence and includes professional services. No transfer of possession or ownership takes place when services are sold and they: 1) cannot be stored or transported; 2) are instantly perishable; and 3) come into existence at the time they are bought and consumed.
- jj) **"Single Source"** means the non-competitive procurement process to acquire goods and/or services from a specific supplier even though there may be more than one supplier capable of delivery of the same goods and/or services.
- kk) **"Sole Source"** means there is only one source of the goods and/or services that meets the requirements of the Village.

ll) **"Special Circumstance"** means:

- i) An event that is exceptional or could not be foreseen and is likely to pose a threat to the health, safety or welfare of the public;
- ii) An event that, unless immediately addressed is likely to cause significant loss or damage to property;
- iii) An event that has disrupted any essential service that needs to be re-established without delay; or
- iv) An Emergency.

mm) **"Tender"** means an offer submitted to the Village in response to a formal request for the cost of providing goods, services or construction to the Village.

nn) **"Tenderers"** means a person, agent, company or other entity that formally responds to a call for tenders by submitting a price to do the work or provide the product.

oo) **"Village"** means the Village of Merrickville-Wolford.

3. SCOPE

This Policy will be applicable to all departments of the Village.

4. PROCUREMENT PRINCIPLES

The following principles are intended to protect the integrity of the procurement process, to prevent unauthorized spending and to minimize risks to the procurement activities of the Village.

4.1 TRANSPARENCY

The procurement process must be transparent. Openness and transparency refer to clarity and disclosure about the process for arriving at

procurement decisions. Policies that promote openness and transparency are to be governed by legal considerations with respect to confidentiality and protection of privacy.

4.2. EFFICIENCY

Efficiency measures the quality, cost and amount of goods and services procured as compared to the time, money and effort used to procure them.

4.3. EFFECTIVENESS

Effectiveness refers to the extent to which the procurement process is achieving its desired results in terms of meeting the needs of the Village.

4.4. FAIRNESS AND CONSISTENCY

Fairness and consistency will be promoted in the treatment of prospective suppliers to avoid discriminatory practices.

4.5. OBJECTIVITY

The procurement of goods and services will be approached in an objective and unbiased way that is not influenced by personal or private interests.

4.6. VALUE

All purchasing decisions must consider the Best Value in terms of price, quality, risk, service and contribution to the operations of the Village. Value means the advantage or gain that the Village derives from the item or service.

4.7. LEGAL COMPLIANCE

Purchasing and procurement activities must comply with all Federal and Provincial laws and regulations.

5. COMPLAINTS

Any complaints from a supplier or potential supplier concerning any aspect of the procurement process shall be submitted in writing to the appropriate Department Head, with a copy to the CAO and the Treasurer. The Treasurer shall investigate and resolve the matter and may refer the matter to Council, at his/her discretion.

6. INTERPRETATION

6.1. Wherever this Policy refers to a person or thing with reference to gender or the gender neutral, the intention is to read the Policy with the gender applicable to the circumstances.

6.2. Schedule "A" – Purchasing Exemptions is incorporated into this Policy.

6.3. Schedule "B" - Chart of Bid Irregularities is incorporated into this Policy.

6.4. Schedule "C" - Purchasing and Execution Authority is incorporated into this Policy.

6.5. Schedule "D" – RFP Completion and Submission Requirements

7. RESPONSIBILITY AND AUTHORITY

- 7.1. Every person who purchases goods and services shall exercise that authority in a responsible manner consistent with public purchasing practices and procedures and in accordance with the applicable laws of the Province of Ontario, the Government of Canada and the regulations made pursuant to this Policy. All purchases must be approved by the Department Head or their Designate, and CAO where required by this Policy.
- 7.2. Committees and individual members of Council have no spending authority, and cannot enter into purchase or service agreements. Any expenses incurred must be pre-approved by the Treasurer.
- 7.3. The methods of purchasing outlined in this Policy shall not apply to the purchase of those goods and services outlined in Schedule "A". Authority for the purchases of goods and services outlined in Schedule "A" is not required to be governed by this Policy as long as the funding is available in the Budget.
- 7.4. The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts within Council's approved Budget.
- 7.5. Where goods and services are routinely purchased or leased on a multi-year basis, the exercise of authority to award a contract is subject to:
 - a) The identification and availability of sufficient funds in appropriate accounts for the current year within Council approved Budgets; and
 - b) Confirmation by the Treasurer that the required funding can be reasonably expected to be made available in future years.
- 7.6. Expenditures are authorized by Council through adoption of the annual budget. Prior to budget adoption, departments are authorized to expend funds at the previous years' service levels.
- 7.7. The Department Head has the authority to award contracts in the circumstances specified in this Policy provided that delegated authority is exercised within the limits prescribed.
- 7.8. The Department Head and/or CAO is responsible for ensuring that all purchasing commitments represent good value for the Village and comply with all policies of the Village.
- 7.9. The Treasurer shall monitor compliance with these policies and shall inform the Chief Administrative Officer when non-compliance has occurred.
- 7.10. For purchases not included in the approved budget, or for items that are expected to exceed the approved budgeted amount by \$5000.00 or more, the following procedures are required:

- a) The Department Head must notify the Treasurer and receive the approval of the CAO before proceeding; and
- b) The Department Head will take a report to Council, outlining the proposed purchase or overage, the reason for it, along with how the purchase or overage will be funded.

8. ACCESSIBILITY

- 8.1. Pursuant to the *Accessibility for Ontarians with Disabilities Act, 2005*, SO 2005, c 11, as amended, in deciding to purchase goods or services, the Village will have regard for persons with disability. The Village is committed to accessibility principles and is taking steps to improve accessibility in accordance with the *Ontarians with Disabilities Act, 2005*, SO 2005, c 11.
- 8.2. Suppliers and contractors providing service to the Village may, as required by the *Accessibility for Ontarians with Disabilities Act, 2005* or subsequent legislation, be required to sign a "Third Party Declaration" related to their training in accessibility requirements.

9. ADVERTISING OF PURCHASING OPPORTUNITIES

- 9.1. Purchases requiring an RFP, RFQ or RFT shall, at a minimum, be advertised:
 - a) On the Village's website from the date that the Bid Solicitation is issued up to and including the date on which the Bid Solicitation closes; and/or
 - b) One time, at least seven (7) calendar days before the Bid Solicitation closes, in a local newspaper that has circulation within the Village.

10. CANCELLATION OF REQUEST FOR QUOTATION, PROPOSAL OR TENDER

A Department Head, with the concurrence of the CAO, or the CAO individually, may cancel a Request for Quotation, Proposal or Tender at any time up to contract award, and shall ensure that the confidentiality of any bid submitted is maintained in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* RSO 1990 c. M.56, as amended ("MFIPPA").

11. REQUEST FOR PRE-QUALIFICATION OF ACCEPTABLE SUPPLIERS

- 11.1. The Village may conduct a Request for Pre-Qualification (RFPQ) to develop a list of suppliers that may be eligible to submit a Bid on subsequent Bid Solicitations or to develop a roster of suppliers for professional services.
- 11.2. Pre-Qualification may be considered in the following circumstances:
 - a) The work will require substantial project management by the Village and could result in substantial cost to the Village if the supplier is not

appropriately experienced;

- b) The goods and/or services to be purchased must meet national safety standards;
- c) The work involves complex, multi-disciplinary activities, specialized expertise, equipment, materials or financial requirements;
- d) Miscellaneous repairs and services as are required by the Village such as plumbers, electricians, locksmiths and drywall contractors;
- e) There could be substantial impact on the Village 's operations if the work is not satisfactorily performed the first time; or
- f) Any other circumstances deemed appropriate by the CAO or Department Head.

11.3. An RFPQ shall be provided to potential suppliers identified by the Department Head, which sets out the criteria for prequalification which may include, but are not limited to:

- a) Experience on similar work (firm and staff assigned);
- b) References provided from other customers for similar work;
- c) Verification of applicable licences and certificates;
- d) Health and safety policies and staff training; and
- e) Financial capability.

11.4. Supplier submissions will be evaluated and ranked and a short list of pre-qualified suppliers will be invited to participate in the second step of the two-step purchasing process being a Request for Proposal or a Request for Tender.

11.5. An RFPQ is not a legal offer but only an invitation for suppliers to make offers to the Village.

12. DIRECT PURCHASES - (NON-COMPETITIVE) PURCHASES OF \$0 TO \$2500.00 (EXCLUDING HST)

12.1. A non-competitive procurement process shall be permitted where the valuation of the purchase is \$2,500.00 or less, excluding HST, so as to allow for procurement of lower value goods and services in an efficient and timely manner without seeking competitive pricing.

12.2. The CAO, Department Head and/or Designate shall have authority to make purchases where the required goods or service can be specified, and are of a value of \$2,500.00 (excluding HST) or less as stated above and may be

acquired by direct purchase without formally seeking comparative bids, although informal comparative pricing is encouraged.

- 12.3. All disbursements shall be evidenced by invoices approved by the CAO, Department Head or Designate.

Only purchases that can be demonstrated to have been made at or below fair market value shall be made.

13. LOWER VALUE PURCHASES – PURCHASES OF \$2,501.00 - \$5,000.00 (EXCLUDING HST)

- 13.1. The CAO, Department Head and/or Designate shall have authority to make purchases to meet the requirements of the Village for the acquisition of goods, services or construction having a value of \$2501.00 - \$5,000.00.
- 13.2. The user department shall obtain 3 Quotes for the required item through vendor advertising, telephone, fax, catalogue, internet, or other means, where possible and practicable. The Department shall keep a record of such Quotes.
- 13.3. Only purchases that can be demonstrated to have been made at fair market value shall be made.
- 13.4. All disbursements shall be evidenced by invoices approved by the CAO, Department Head or Designate.

14. MID-RANGE PURCHASES BETWEEN \$5,001.00 AND \$15,000.00 (EXCLUDING HST)

- 14.1. Purchases estimated between \$5,001.00 and \$15,000.00 shall be handled by the CAO, Department Head, or Designate, obtaining a minimum of 3 written Quotes where possible and practicable, which shall be evaluated on overall cost, Best Value, and the criteria outlined in the quote request. The Department Head shall keep a record of such quotations.
- 14.2. Quotes need not be obtained if the purchase qualifies for Single Source or Sole Source purchases.
- 14.3. All disbursements shall be evidenced by invoices approved by the CAO, Department Head or Designate.

15. HIGH VALUE PURCHASES BETWEEN \$15,001.00 AND \$50,000.00 (EXCLUDING HST)

- 15.1. The CAO, Department Head or Designate shall issue a Request for Quotation (RFQ) which shall include the following information:
 - a) The specifications for the goods and services required;

- b) The name and address of the Village and person to whom the Bids should be directed;
 - c) The date and time of closing for the receiving of sealed Bids; and
 - d) Required delivery date, if applicable.
- 15.2. Bids received by the Village must be submitted and received in the manner as specified in the bid document, and include specifications of products/services, supplier's company name, name of individual receiving RFQ, date, amount and delivery date.
- 15.3. The winning Bid shall be selected based on the Best Value to the Village. The Bidder acknowledges that the Village shall have the right to reject any, or all, RFQ for any reason, or to accept any RFQ which the Village in its sole unfettered discretion deems most advantageous to itself. The lowest bid will not necessarily be accepted.
- 15.4. In the instance a Bid provides for a deviation between the requirements of an RFQ and a Bid, the Bid Irregularities listed at Schedule "B" shall be applied.
- 15.5. If only one Bid is received, the Village may exercise its right to cancel the RFQ or may accept the bid, at its discretion.
- 15.6. Bids may be opened in public by representatives from the department. Prices are disclosed unless protected under legislation. Members of the public attending the opening will record their name on a sign in sheet.
- 15.7. No report to Council is necessary provided that the expenditure is within budget, unless otherwise determined by the CAO.
- 15.8. Bids shall remain confidential until after the date and time of closing.
- 15.9. All disbursements shall be evidenced by invoices approved by the CAO, Department Head or Designate.

16. HIGH VALUE REQUEST FOR TENDER – PURCHASES \$50,001.00 AND OVER (EXCLUDING HST)

- 16.1. A Request for Tender shall be used for purchases exceeding \$50,001.00 (excluding HST) where all the following criteria apply:
- a) Two or more sources are considered capable of supplying the requirement;
 - b) The requirement is adequately defined to permit the evaluation of tenders against clearly stated criteria;
 - c) The market conditions are such that tenders can be submitted on a

common pricing basis;

- d) Sufficient funds are available and identified in appropriate accounts within Council approved budgets, except in an emergency situation;
- e) Any Bid irregularities shall be dealt with in accordance with Schedule "B"; and
- f) The provisions of this Policy are complied with.

- 16.2. The CAO or Department shall prepare and publish the advertisement as outlined at section 9 of this Policy.
- 16.3. Tenders received by the Village must be submitted and received in the manner as specified in the bid document, and include specifications of products/services, supplier's company name, name of individual receiving tender, date, amount and delivery date.
- 16.4. If only one tender is received, the Village has the option of not opening the bid and closing the call for tender.
- 16.5. Tenders received are opened in the presence of the Department Head or Designate, Treasurer or Designate as well as anyone from the general public. Members of the public attending the opening will record their name on a sign in sheet.
- 16.6. The winning bid shall be selected based on the Best Value to the Village. The Bidder acknowledges that the Village shall have the right to reject any, or all, tenders for any reason, or to accept any tender which the Village in its sole unfettered discretion deems most advantageous to itself. The lowest tender will not necessarily be accepted.
- 16.7. Tenders are reviewed by the applicable staff/consultant and a written report prepared and presented to Council recommending the award of the contract to the supplier meeting all mandatory requirements and providing Best Value as stipulated in the Request for Tender.
- 16.8. The contract will then be awarded by Council.
- 16.9. The Department Head is responsible for obtaining current insurance certificates, WSIB certificates, and performance bonds, as called for in the bid documents.
- 16.10. The original agreement shall be sent to the Clerk for filing with the minutes and bylaws of the Village.
- 16.11. The original performance bond and a copy of the agreement shall be sent to Treasury.
- 16.12. All disbursements shall be evidenced by invoices approved by the CAO, Department Head or Designate.

17. REQUEST FOR PROPOSAL – (MAY INCLUDE THE ENGAGEMENT OF PROFESSIONAL & CONSULTING SERVICES & MAY BE OF ANY DOLLAR VALUE)

In certain instances, when the requirements for goods and/or services cannot be definitively specified, a Request for Proposal is used. An RFP is an invitation to enter into negotiations. The process involves solicitation of proposals from interested and qualified vendors or consultants, by invitation or advertisement. If and when the successful party is chosen, they have been granted the opportunity to negotiate with the Village for the work, but they have not yet been awarded the contract. An RFP is used in conjunction with strong evaluation criteria that includes but is not limited to price. Schedule D outlines the RFP requirements.

- 17.1. A request for proposals shall be issued where the goods, services or construction cannot be specifically defined and it is anticipated that bidders may propose a variety of alternatives to fulfill the Village`s requirements.
- 17.2. All RFPs shall clearly set out evaluation criteria and weightings on a pre-determined point system upon which an award of the RFP may be made.
- 17.3. The RFP shall clearly indicate those needs which have been determined and which will have to be fulfilled by the successful proponent. For example, the proposal shall clearly state mandatory criteria that are project related and weighted criteria such as qualifications and the approach. The CAO, Department Head or Designate shall be responsible for establishing such criteria.
- 17.4. The RFP shall not be construed as a contract to purchase goods and services and the Village is not bound to accept the lowest price submitted. Price may not be the primary evaluation factor and subsequent award recommendation.
- 17.5. RFPs are not formally opened in public.
- 17.6. The advertisement and approval processes, will be subject to the limits and guidelines established in sections 14, 15 and 16, depending on the value of the RFP.

18. SPECIAL CIRCUMSTANCE PURCHASES

- 18.1. Purchases that are required to respond to a Special Circumstance, as defined in this Policy, shall be authorized in accordance with Schedule "C".
- 18.2. All such purchases must be reported to the Treasurer and the CAO the following business day and all purchases must have written evidence of approval from the CAO.

- 18.3. Contracts required to effect Special Circumstance purchases shall be signed in accordance with the Document Execution Authorities set out in Schedule "C".
- 18.4. The CAO may enter into a contract for the provision of services under a qualifying special circumstance. Any contractual agreements must then be approved by Council at its next Council meeting.
- 18.5. Where an emergency exists requiring the immediate procurement of goods, services and construction and time does not permit the Department Head and/or CAO to follow normal purchasing activities to acquire such goods and services, the CAO may authorize the purchase required by the most expedient and economical means, without following the purchasing by-law.
- 18.6. When such action is taken as outlined above, the Department Head or Designate and/or CAO shall report such action to Council forthwith, if the amount is outside the budget allotment.

19. SINGLE SOURCE PURCHASES

19.1. SINGLE SOURCE PROCUREMENT

Purchase of goods or services and direct appointment of a consulting professional by negotiation with a single vendor or consultant may be permitted, if it is deemed in the best interest of the Village, it has the written approval of the CAO and Treasurer before proceeding, and in the judgment of the Department Head any of the following conditions apply:

- a) The goods and services are in short supply due to market conditions;
- b) In the case of professional and consulting services, specialized expertise is required which is not available from more than one professional/consultant, or the issue is a continuation or recurrence of a previous issue;
- c) The sources of supply are restricted to the extent that there is not effective price competition, or consideration of substitutes is precluded due to any of the following:
 - i. Components or replacement parts for which there is no substitute;
 - ii. Compatibility with an existing product, facility or service is required;
or
 - iii. Specific standards are adopted by Council;
- d) There is documented evidence that the extension or reinstatement of an existing contract would prove most cost effective or beneficial;

- e) Work is required at a location where a contractor or professional has already been secured through a tender process, with established unit prices by another party and it is considered to be beneficial and cost effective to extend the unit prices for the work to be completed for the Village;
- f) The project is a multi-year contract;
- g) Only one bid/proposal is received through the procurement process and it is impractical to recall the requirements of the call for quotations/proposals. After the process has closed, it may be necessary for discussion to occur to clarify and/or make revisions to the initially defined requirements of the call for quotations/ proposals; or
- h) The nature of the requirement is such that it would not be in the public interest to solicit competitive Bids, as in the case of security or confidential matters.

19.2. **SOLE SOURCE PROCUREMENT**

Sole source procurement may be permitted if a specialized item/ service is required which is only available from one vendor. The requisitioning department will require the written approval of the CAO and Treasurer before proceeding. All purchases shall be authorized in accordance with the Purchasing Authorities set out in Schedule "C" based on the dollar value of the sole source procurement and all Contracts shall be signed in accordance with the Document Execution Authorities set out in Schedule "C" (again, based on the dollar value of the sole source procurement).

19.3. **EXCEPTIONAL ALTERNATIVE/NEGOTIATION METHOD**

A formal Bid Solicitation process may be waived and the CAO, a Department Head or Designate may purchase by negotiation with one (1) or more suppliers under the following conditions:

- a) The required goods and/or services are in short supply;
- b) Competition is precluded due to the existence of any patent right, copyright, technical secret or control of raw material;
- c) A Sole Source is being recommended;
- d) Two (2) or more identical Bids are received;
- e) The Lowest Compliant Bid received meeting all specifications exceeds the Budget amount;
- f) The extension of an existing Contract would be more effective;

- g) Only one (1) Bid is received in response to a Bid Solicitation;
- h) The Bid Solicitation process has been cancelled without Award;
- i) A roster for professional services has been developed; or
- j) There is Council authorization to do so.

All purchases shall be authorized in accordance with the Purchasing Authorities set out in Schedule "C" and all Contracts shall be signed in accordance with the Document Execution Authorities set out in Schedule "C".

20. PETTY CASH

- 20.1. Cash purchases (petty cash) may be used by staff in accordance with established procedures and where the value is less than \$50.00.
- 20.2. Cash purchases are not to be split to bypass the transaction dollar limit.

21. CO-OPERATIVE PURCHASING

The Village may enter into arrangements with any government body, ministry, agency, board, corporation or authority on a co-operative or joint basis for purchases of goods and/or services where there are economic advantages in doing so and such purchases comply with this Policy.

22. CORPORATE CREDIT CARDS

- 22.1 Corporate credit cards may be issued to Department Heads upon CAO approval. Credit cards are to be used in compliance with the Procurement Policy and the issuing creditor's terms and conditions. The credit card is the property of the Village.
- 22.2 Corporate credit cards can only be used to conduct official municipal business and only where the normal procurement process is impractical, or in the case of emergencies. Credit cards may be used to arrange registration, accommodations and travel for municipal training and conferences, but only if attendance at the training and conference has been approved in advance by the CAO.
- 22.3 Elected Officials are not permitted to have a corporate credit card.
- 22.4 The cardholder will be subject to a card limit of \$3000 or less.
- 22.5 Monthly statements will be provided to card holders by Finance staff and all credit card transactions must be reconciled with original receipts and returned to the Finance Department as soon as possible.
- 22.6 The cardholder is responsible for immediately reporting a lost or stolen credit card first to the credit card company, and secondly to the Treasurer.

- 22.7 Under no circumstances may the corporate credit card be used for personal purchases or cash advances.
- 22.8 Failure of the cardholder to adhere to the provisions and regulations of the corporate credit card may result in the loss of privileges and/or disciplinary action up to and including termination for cause in accordance with the Village's human resources Policy.

23. TENDER AND CONTRACT ADMINISTRATION

23.1. FINANCIAL SECURITIES AND INSURANCE

- i. The Village may require that a Bid be accompanied by a Bid Deposit or other similar security to guarantee that the successful supplier enters into a Contract with the Village.
- ii. In addition to the security referred to above, the successful supplier may also be required to provide:
 - a) A performance bond to guarantee the performance of the Contract;
 - b) A labour and materials bond to guarantee the payment for labour and materials to be supplied in connection with a Contract; and/or
 - c) Such further security as the CAO or Department Head deems appropriate in the circumstances.
- iii. Prior to the commencement of work, the supplier shall provide to the Village, proof of insurance in accordance with the Bid Solicitation, satisfactory to the Department Head.
- iv. Failure to comply with all terms and conditions of a Bid Solicitation, including, but not limited to, failure to provide proof of insurance as required, shall be just cause for cancellation of the Award.
- v. Prior to the Village issuing payment to a supplier and before any work commences, the supplier shall provide a Certificate of Clearance from the Workplace Safety and Insurance Board confirming all premiums or levies have been paid to the Board to date.

23.2. BID IRREGULARITIES

The process for administering irregularities contained in Bids pertaining to all Bid Solicitations shall be as set out in Schedule "B".

23.3. FORM OF CONTRACT

- i. A formal written agreement satisfactory to the CAO or Treasurer shall be used when the resulting Contract is of significant value, exceeding \$50,001. This requirement may be waived at the discretion of the CAO or Treasurer.

- ii. It shall be the responsibility of the Department Head, in consultation with the CAO or Treasurer, to determine if it is in the best interest of the Village to establish a formal written agreement with the supplier.
- iii. Where it is recommended that a written agreement be executed, it will be authorized by:
 - a) the Head of Council and CAO after being approved by Council for contracts over \$50,000; and
 - b) the Department Head and/or CAO for contracts under \$50,000.

23.4. SUPPLIER PERFORMANCE

- i. The Department Head, or Designate, shall monitor and document the performance of suppliers providing goods and/or services to that department. The Department Head, Treasurer and CAO shall be notified in writing when the performance of a supplier has been unsatisfactory.
- ii. The Village may, at the discretion of the CAO, disqualify a supplier from bidding on any Bid Solicitation or reject a Bid if a supplier:
 - a) Has, at any time, threatened, commenced or engaged in legal claims or litigation against the Village;
 - b) Is involved in a claim or litigation initiated by the Village;
 - c) Previously provided goods and/or services to the Village in an unsatisfactory manner;
 - d) Has failed to satisfy an outstanding debt to the Village;
 - e) Has a history of illegitimate, frivolous, unreasonable or invalid claims;
 - f) Provides incomplete, unrepresentative references or receives unsatisfactory external and/or internal references in a reference check undertaken by the Village.
 - g) Has engaged in conduct that leads the Village to determine that it would not be in the Village's best interests to accept the Bid.

23.5. SUBMISSION OF TENDERS AND PROPOSALS

Sealed tenders or proposals, clearly marked as to contents, shall be accepted. Tenders or proposals by facsimile or in electronic form will not be accepted, unless specified in the tender or proposal bid solicitation.

23.6. ENVIRONMENTALLY SOUND ACQUISITIONS

Departments will, when possible, endeavor to include specifications in Bid Solicitations that provide for energy efficient products, reusable products and products that contain the minimum level of post-consumer waste and/or maximum amount of 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 competitively priced.

23.7. CONTRACT EXECUTION

Successful bidder(s)/proponent(s) who are required to execute a contract agreement with the Village shall provide the following items for performance of a contract:

- a) Contract security;
- b) Proof of insurance;
- c) Certificate of Workplace Safety and Insurance Board (WSIB) compliance;
- d) Policy and Procedures related to Health & Safety;
- e) Signed Third Party Declaration of and supporting documentation that the supplier received AODA training;
- f) Project schedule;
- g) Accrediting credentials; and
- h) Any other relevant documentation as may be warranted and requested at the discretion of Council, the CAO or the Department Head.

The Department Head shall select the appropriate means to guarantee execution and performance of the contract. Means may include one or more of, but are not limited to, financial bonds or other forms of security deposits, provisions for liquidated damages, progress payments, and holdbacks.

23.8. EXERCISE OF CONTRACT RENEWAL OPTIONS

- i. Where a contract contains an option for renewal, the CAO may authorize the Department Head to exercise such option provided that:
 - a) The supplier's performance in supplying the goods, services or construction is considered to have met the requirements of the contract;
 - b) The exercise of this option is in the best interest of the Village; and

- c) Funds are available in appropriate accounts within Council approved budget including authorized revisions to meet the proposed expenditure.
- ii. Where it is recommended that a contract be renewed, it will be authorized by:
 - a) the Head of Council and CAO after being approved by Council For contracts over \$50,000; and
 - b) the Department Head and/or CAO for contracts under \$50,000.

23.9. CONTRACT AMENDMENTS AND REVISIONS

- i. No amendment or revision to a contract shall be made unless the amendment is in the best interest of the Village.
- ii. No amendment that changes the overall cost to the Village or value of the contract shall be agreed to without a corresponding change in requirement or scope of work.
- iii. Amendments to contracts are subject to the identification and availability of sufficient funds in appropriate accounts within Council's approved Budget including authorized revisions, approved by resolution of Council.

24. LEASE CONTRACTS

In general, rental or leasing arrangements will be considered when the one-time cost of purchase of the goods or service cannot be reasonably justified and the goods or services are legitimately required to meet an operational need.

- 24.1. Lease/rental contracts will be negotiated by the Department Head, in consultation with the CAO and Treasurer.
- 24.2. The lease/rental contract will require the written approval of the CAO and Treasurer.
- 24.3. All financing leases must comply with the *Municipal Act 2001, S.O. 2001, c.25*, as amended.
- 24.4. A report to Council will be required, unless the lease value is less than \$50,000. The report shall include a description of the product or service, the value of the product or service, term of lease, monthly and annual lease payments, residual amount, interest costs and a comparison of lease/purchase options and shall include a recommendation by the Department Head, Treasurer and CAO.

24.5. Any analysis of lease/rental or buy options, whether prepared at the time of proposed procurement or during any review of operational needs or long term planning exercise, must be submitted to the Treasurer and CAO for review and recommendation prior to going forward to Council or any committee of Council.

24.6. A copy of all rental and lease documents must be forwarded to the Treasurer after finalization and the original documents must be sent to the Clerk.

25. TERM OF COUNCIL

Where a contract may extend beyond the term of the Council, the contract may contain provisions to minimize the financial liability of the Village should the subsequent Council not approve sufficient funds to complete the contract and the contract must be terminated by the Village.

26. ACCESS TO INFORMATION

26.1. The disclosure of information received relevant to the issue of bid solicitations or the award of contracts shall be made by the appropriate officers in accordance with the provisions of MFIPPA.

26.2. All suppliers who contract with the Village shall adhere to or exceed the standards set in the MFIPPA and other relevant Ontario or federal privacy legislation or common law as may be passed or amended from time to time, as if they are agents of the Village as related to the confidential and secure treatment, including collection, use, disclosure or retention of personal information, other confidential information of the Village, and all records thereof which they come into contact with in the course of performing services or providing goods to the Village.

27. PROVIDING ASSISTANCE

The CAO has the authority, provided there is no adverse impact upon the operations of the Village, to lend, lease, rent or otherwise provide any vehicle, equipment, facility or other goods owned by the Village to any federal, provincial, or municipal body, ministry, agency, board, corporation or other public authority when such action is reasonably justified due to unforeseen conditions and shall report such action to Council forthwith.

28. CONFLICT OF INTEREST

28.1. The submission of all bids must include a declaration by the Bidder that there is no actual, potential, or reasonably perceived conflict of interest in that Bidder submitting a Bid in respect of that Bid Solicitation, or where there

is an actual, potential, or reasonably perceived conflict of interest, the Bidder must provide details of the conflict of interest. Where a Bidder submits details in respect of an actual, potential, or reasonably perceived conflict of interest, the Department Head shall review the details and, in consultation with the Village's legal counsel, determine if the actual, potential, or reasonably perceived conflict of interest serves to disqualify that Bidder from further participation in the Bid Solicitation.

- 28.2. Personal purchases shall not be made for any elected or appointed officials, members of a board or commission, or for Village officers, employees or their families.
- 28.3. Every elected official, appointed officer, past or present employee of the Village or member of an employee's family is expressly prohibited from accepting, directly or indirectly, from any person, company, firm or corporation and to which any Contract is, has or might be awarded, any rebate, gift or money, except:
 - a) Moderate hospitality during normal course of business that would not significantly exceed what the Village, through its Budget would likely provide in return and would not be perceived by others as influencing the making of a business decision.
- 28.4. All elected officials, officers or employees of the Village shall declare any Conflicts of Interest to the Treasurer and CAO and shall have no involvement in a purchasing process where a real or perceived Conflict of Interest has been found or deemed to exist, including but not limited to:
 - a) Requesting the goods and/or services, setting the parameters of the Purchase, evaluating Bids or recommending, deciding, approving or making Awards; and
 - b) Direct contact with those making those purchasing decisions.
- 28.5. Any employee who has a conflict of interest, meaning a situation where the employee's personal interests may affect or may reasonably be perceived to affect the employee's judgement in acting in the best interest of the Village, shall disclose the conflict of interest to the Chief Administrative Officer (CAO) and shall withdraw from the procurement process. Members of Council, committees and local boards shall comply with the Municipal Conflict of Interest Act.

29. DISPOSAL OF SURPLUS AND OBSOLETE GOODS

29.1. AUTHORITY FOR DISPOSAL OF SURPLUS GOODS

The disposal of surplus and obsolete goods shall be evaluated on a case-by-case basis. Surplus and obsolete goods includes, but is not limited to, equipment, furniture, and vehicles. The Department Head, in conjunction

with the Treasurer and CAO, have the authority to sell, exchange, or otherwise dispose of goods declared as surplus to the needs of the Village, where it is cost effective and in the best interest of the Village to do so.

29.2. MEANS OF DISPOSAL OF SURPLUS GOODS:

Surplus and obsolete goods may:

- a) Be offered to other departments or Public Bodies;
- b) Be sold by external advertisement, formal request, auction or public sale (where it is deemed appropriate, a reserve price may be established);
- c) Be sold or traded to the original Supplier or others in that line of business where it is determined that a higher net return will be obtained than by following other procedures;
- d) Be donated to a registered charity;
- e) Be recycled; or
- f) Be scrapped, in the event that all efforts to dispose of goods are unsuccessful.

The sale or offer of such goods to employees, Municipal Councillors, or their family members, is prohibited.

30. MISCELLANEOUS TERMS/PROVISIONS

30.1 ELECTED OFFICIAL ROLE

Elected officials shall be involved in the procurement process only as voting members of Council. Elected officials shall not make purchasing commitments or acquire goods and services on behalf of the Village and shall not interfere with or attempt to influence staffs' adherence to this Policy.

30.2 NO EMPLOYER - EMPLOYEE RELATIONSHIP

The CAO and/or Department Head shall reject any purchase requisition or proposal for services where the services could result in the establishment of an employer-employee relationship.

30.3 CONSULTANTS' CONFLICTS OF INTEREST - DISCLOSURE

All consultants (engineers, architects, legal and other advisors) retained by the Village shall disclose any real or potential conflict of interest prior to accepting a contract or as soon as the conflict is evident to the consultant. The Village may then withhold the assignment from the consultant until the matter is resolved or may terminate the contract without penalty, at the

Village's sole discretion.

30.4 NO SPLITTING

Splitting of orders (dividing of large orders into two or more smaller requisitions) to stay within expenditures thresholds is not permitted.

30.5 UNSOLICITED PROPOSALS

Unsolicited proposals will not be accepted by the Village. Unsolicited proposals should not be considered where they would circumvent any planned procurement process, including but not limited to any potential RFEOI process.

30.6 GIFTS

No employee shall accept any gifts or favors from any vendor, contractor or others who may do business with the Village that could tend to influence the employee in the performance of his/her duties. "Gifts" do not include promotional materials with a value of less than \$20.00.

30.7 NO DISCRIMINATION

In accordance with best practices, the Village shall attempt to achieve the best value in the procurement of goods and services. Therefore, no preference will be given for the purchase of goods and/or services based on local content, nor will the Village practice local or geographic preference in awarding contracts.

30.8 COMPLIANCE

A Department Head shall not award a contract where this Policy has not been complied with or when the Department Head has been advised not to do so by the Treasurer or CAO.

30.9 DISCIPLINARY ACTION

Any employee who knowingly acts in contravention of this Policy, as amended from time to time, shall be subject to disciplinary action in accordance with the Human Resources Policies of the Village.

30.10 ACCOUNTABILITY

Accountability refers to the obligation to justify decisions made in terms of prudent spending of public funds, and provides clear delegation of authority and a means of ensuring implementation of plans authorized in the annual budget.

SCHEDULE “A” - Purchasing Exemptions

The purchasing methods described in this Policy do not apply to the following goods and services:

1. Petty Cash items
2. Training and Education
 - a) registration and tuition fees for conferences, conventions, courses and seminars
 - b) magazines, books and periodical unless the purchase of such items are subject to value-added services
 - c) memberships
3. Refundable employee/Councillor expenses
 - a) meal allowances
 - b) travel and entertainment
 - c) miscellaneous – non travel
4. Employer’s general expenses
 - a) payroll deductions remittances
 - b) medical
 - c) licenses, (vehicles, etc.)
 - d) debenture payments
 - e) grants
 - f) tax remittances
 - g) damage claims
 - h) payments for employment
 - i) charges to/from other Government or Crown corporations
5. Professional Services
 - a) Committee fees
 - b) Medical and laboratory services
 - c) Fees for professional services, including but not limited to, Human Resources, Legal, Engineering and Planning
 - d) Funeral and Burial expenses
 - e) Appraiser fees
 - f) Witness fees
 - g) Honorariums
 - h) Advertising
 - i) Legal settlements
 - j) Insurance
6. Ongoing maintenance and software licensing agreements for equipment such as computer hardware and software, telecommunications equipment, elevators, and HVAC equipment.
7. Banking Services and Charges
8. Utilities (monthly charges)
 - a) Water and Sewer

- b) Electricity
- c) Gas
- d) Postage
- e) Communication infrastructure services (Bell, Cogeco, etc.)
- f) Utility relocations
- g) Construction work completed by Railways on property of the Village and billed to the Village.

SCHEDULE "B" - Chart of Bid Irregularities

Irregularity	Response
Late Bids	Automatic rejection
Unsealed Envelope	Two (2) working days to correct to the satisfaction of department, otherwise automatic rejection
No bid deposit, uncertified cheque, or financial security not an original	Two (2) working days to correct to the satisfaction of department, otherwise automatic rejection
Amount of Financial Security is insufficient	Two (2) working days to correct to the satisfaction of department, otherwise automatic rejection
Name, or signature of supplier, or bonding company is missing or incomplete	Two (2) working days to correct to the satisfaction of department, otherwise automatic rejection
Failure to provide a letter of agreement to bond (if applicable)	Two (2) working days to correct to the satisfaction of department, otherwise automatic rejection
Bids completed in erasable medium	Two (2) working days to correct to the satisfaction of department, otherwise automatic rejection
Signature of representative authorized to bind the supplier missing or incomplete on the document	Two (2) working days to correct to the satisfaction of department, otherwise automatic rejection
Form of Proposal or Quotation missing or incomplete	Two (2) working days to correct to the satisfaction of department, otherwise automatic rejection
Signature of witness, if required, missing or incomplete	Two (2) working days to correct otherwise automatic rejection
Date of Bid missing or incomplete	Two (2) working days to correct, otherwise automatic rejection (or automatic rejection if stated in the Bid Solicitation)

Irregularity	Response
Bids received on documents other than those provided or specified by the Village	Two (2) working days to correct to the satisfaction of department, otherwise automatic rejection
Bids containing minor obvious clerical errors or mathematical errors	Two (2) working days to initial the correction as made by the Village. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Village reserves the right to waive initialing and accept Bid as corrected.
Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed)	Two (2) working days to correct to the satisfaction of the Village, otherwise automatic rejection.
Bids, in which all necessary Addenda have not been acknowledged	Two (2) working days to confirm Bid to the satisfaction of the Village, or if stated in the Bid Solicitation automatic rejection.
Failure to attend mandatory site visit (if required)	Automatic rejection.

Working days start from the hour the Bidder is notified by Village staff of the irregularity.

SCHEDULE "C" – Purchasing and Execution Authority

Method of Purchasing	Dollar Value	Purchasing Authority	Document Execution Authority	Type of Agreement with Supplier
Direct Purchases – (non-competitive) Purchases of \$0 to \$2500	0- \$2500	Any employee authorized by the CAO or Department Head	CAO, Department Head or Designate	Direct acquisition
Low Value Purchases (3 verbal quotations for goods and services)	\$2501 to \$5000	CAO, Department Head or Designate	CAO, Department Head or Designate	Direct acquisition
Mid-range Purchases (obtaining a minimum 3 written quotations for goods and services)	\$5001 to \$15,000	CAO, Department Head or Designate	CAO, Department Head or Designate	Direct acquisition
High Value Purchases (formal bid solicitation to obtain quotations)	\$15,001 to \$50,000	CAO, Department Head or Designate	Department Head and/or CAO	Direct acquisition or Agreement
High Value Tenders or RFP's	\$50,001 and over	CAO, Department Head or Designate	Head of Council and CAO	Direct acquisition or Agreement
Special Circumstances	N/A	Department Head and/or CAO	Department Head and/or CAO	Direct acquisition or Agreement

SCHEDULE "D" - RFP Completion and Submission Requirements

- a) The entire work is to be awarded to one (1) Contractor and therefore ALL ITEMS must be bid on the RFP Form.
- b) When so required by the Village, the Contractor shall produce evidence as to his qualifications and previous experience in the types of work contemplated by this Contract.
- c) All unit prices must be clearly indicated. The person signing on behalf of the Contractor must initial erasures, overwriting, or strike-outs.
- d) In the event of a discrepancy between the unit price submitted and the extension utilized in the calculation of the total for any item, then the unit price shall govern.
- e) The total bid must not be restricted by a statement added to the RFP Form or a covering letter, or alterations to the RFP Form provided by the Village. Adjustments by fax, telegram or letter to an RFP already submitted will not be considered. A bidder desiring to make adjustments to an RFP must withdraw the RFP and/or supersede it with a later submission prior to the closing time of the RFP call.
- f) For an interpretation of the tendering requirements, the Village of Merrickville-Wolford Procurement Policy shall govern.
- g) The RFP Envelope must be clearly marked as to the fact it is an RFP.
- h) Each amount in the RFP shall be a reasonable price for each item. The CAO, Treasurer or Department Head or Designate, as defined herein, shall be the sole judge of such matters and should any RFP be considered to be unbalanced or unclear it may be rejected, or additional clarification may be requested prior to acceptance or rejection.

RFP Deposit

- a) A certified cheque or bid bond made payable to the Village in the amount of 5% of the total tender must be submitted with the RFP if requested. The cheques of the two lowest bidders will be retained until acceptance of the tender by the Village and execution of a contract. The cheques of all other bidders will be returned within 7 days of tender opening.
- b) The Village shall not pay interest on RFP deposits.

Bonding Requirements

- a) The successful Bidder will file with the Village a 50% performance bond, and a 50% labour and materials bond signed and sealed by a recognized bonding company, in the amount of 100% of the total RFP value, upon request.
- b) Upon receipt of such bonds, the RFP deposit will be returned to the contractor.

- c) The surety of the successful Bidder and the bonds referred to shall be to the satisfaction of the Treasurer.

Collusion

The Bidder shall not engage in collusion of any sort and, in particular, shall:

- (a) ensure that no person or other legal entity, other than the Bidder has any undisclosed interest in the RFP;
- (b) prepare its RFP without any knowledge of, comparison of figures with, or arrangement with, any other person or firm preparing an RFP for the same work.

Right to Accept or Reject Tenders

Notwithstanding any other provision in this Contract, The Village of Merrickville-Wolford reserves the right in its sole, absolute and unfettered discretion to:

- a) make public the names of any or all bidders and their quoted price;
- b) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate such response to that request for clarification into the bid;
- c) consider during the evaluation of the RFP and/or adjust a bidder's scoring and/or reject a Bid on the basis of:
 - i) a financial analysis;
 - ii) information provided by references;
 - iii) the bidder's past performance on previous contracts awarded by the Village of Merrickville-Wolford;
 - iv) the information provided by a Bidder pursuant to the Village of Merrickville-Wolford exercising its clarification rights under this RFP process;or
 - v) Any other information deemed relevant by the Village of Merrickville-Wolford that arises during the Bid process;
- d) verify with any Bidder or with a third party any information set out in an RFP;
- e) check references other than those provided by any bidder;
- f) disqualify any bidder whose RFP contains misrepresentations or any other inaccurate or misleading information, or any qualifications;

- g) disqualify any bidder or the RFP of any bidder who has engaged in conduct prohibited by this RFP process;
- h) make changes, including substantial changes, to this call for RFP provided that those changes are issued by way of addenda in the manner set out in this Bid;
- i) select the bidder other than the bidder whose bid reflects the lowest cost to the Village of Merrickville-Wolford or the highest overall score;
- j) cancel this RFP process at any stage;
- k) cancel this RFP process at any stage and issue a new RFP call or RFP for the same or similar deliverables;
- l) accept or reject any or all RFPs in whole or in part;
- m) accept any irregular or non-compliant bid;
- n) discuss with any bidder different or additional terms to those contemplated in this RFP call; or
- o) if a single bid is received, reject the bid of the sole bidder and cancel this RFP call or enter into direct negotiations with the sole bidder.

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances. The bidders acknowledge that the Village of Merrickville-Wolford may rely upon the criteria it deems relevant, even though such criteria may not have been disclosed to the bidders. By submitting an RFP, the bidder acknowledges the Village of Merrickville-Wolford's rights under this Section and absolutely waives any right or cause of action against the Village of Merrickville-Wolford or its agents arising in any way from or relating to this RFP process, whether such right arises at law, equity, in contract, negligence or otherwise.

Acceptance of the RFP shall occur at the time the Village awards the RFP and not necessarily at the time the award is communicated to the successful Bidder.