

**THE CORPORATION OF THE TOWNSHIP OF MALAHIDE**

**BY-LAW NO. 25-15**

Being a By-law to define the purchasing policies for the acquisition of Goods and/or Services by the Township of Malahide.

**WHEREAS** Section 270(1) of the Municipal Act, 2001, c. 25, as amended, requires that a municipality adopt and maintain policies with respect to its procurement of goods and services;

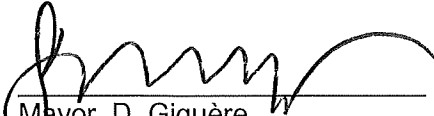
**AND WHEREAS** the Council of The Corporation of the Township of Malahide deems it expedient to establish the authority and sets out the methods by which the Township of Malahide will procure Goods and/or Services, subject to certain exceptions set out herein;

**NOW THEREFORE** the Council of The Corporation of the Township of Malahide **HEREBY ENACTS AS FOLLOWS:**

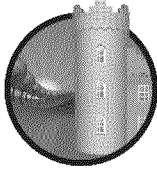
1. That the Purchasing Policy attached hereto is hereby adopted and shall be deemed to form an integral part of this By-law.
2. That this By-law shall constitute the legislative authority for the Township's procurement of goods and services, as required under Section 270(1) of the Municipal Act, 2001, and the Purchasing Policy attached hereto shall be interpreted and applied accordingly.
3. That all procurement activities undertaken by or on behalf of the Township of Malahide shall be conducted in accordance with the provisions of this By-law and the attached Purchasing Policy.
4. THAT By-law No.18-47 be and the same is hereby repealed in its entirety effective the date that this By-law comes into force and effect.

**READ a FIRST and SECOND** time this 3<sup>rd</sup> day of April, 2025.

**READ a THIRD** time and **FINALLY PASSED** this 3<sup>rd</sup> day of April, 2025.

  
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Mayor, D. Giguère

  
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Clerk, A. Adams



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**Section:** Corporate Services  
**Policy Title:** **PROCUREMENT OF GOODS & SERVICES**  
**Policy No.:** A09-CORP-006  
**Effective Date:** April 3, 2025

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## **PROCUREMENT OF GOODS & SERVICES**

### **1.0 Purpose**

The purpose of this Procurement Policy is to establish a clear, transparent, and equitable framework for the acquisition of goods, services, and construction by the Township of Malahide. This policy ensures that all procurement activities are conducted fairly, with accountability, and in a manner that delivers the best value for public funds, while complying with all applicable laws and regulations.

### **2.0 Scope**

2.1 This policy applies to:

- i) **All Persons Acting on Behalf of the Township:** This includes all employees, elected officials, consultants, contractors, and any other individuals or entities authorized to procure goods, services, or construction on behalf of the Township of Malahide;
- ii) **All Local Boards Administered by the Township:** The policy also extends to all local boards, committees, and similar bodies for which the Township of Malahide acts as the administrator or has financial oversight and where purchasing policies are not otherwise in place by those entities; and
- iii) **All Procurement Activities:** The policy governs the procurement of all goods, services, and construction, irrespective of the value, and applies to all stages of the procurement process, including planning, tendering, and contract management.

### **3.0 Policy Exemptions**

3.1 The Township recognizes that in certain circumstances, the application of this Procurement Policy may not be practical, reasonable, or strategically appropriate. As such, specific categories of goods and services may be granted an outright exemption, as defined in Appendix D – Exemptions from Procurement Policy.

- i) **Applicability to Core Procurement Principles:** If the nature of the good or service does not align with the fundamental principles of procurement, such as competitive bidding, market availability, or supplier engagement, an exemption may be warranted.

- ii) Nature of the Transaction: Transactions that are nominal, routine, or administrative in nature (e.g., statutory fees, government-imposed charges, memberships, or subscriptions) may not benefit from a formal procurement process.
  - iii) Strategic or Operational Considerations: If strict adherence to the Procurement Policy would result in inefficiencies, increased costs, or an inability to meet operational needs, the Township may determine an exemption is appropriate.
  - iv) Intergovernmental and Public Sector Transactions: Goods and services procured from other levels of government, public agencies, or related entities where competitive procurement is not feasible or required.
  - v) Unique or Non-Procurement Expenditures: Certain payments, grants, legal settlements, employee reimbursements, or other financial transactions that do not constitute a procurement activity.
- 3.2 Any proposed exemption will be evaluated based on these criteria and included in Appendix D as necessary. Exemptions are subject to periodic review to ensure alignment with the Township's procurement objectives, accountability principles, and operational needs.

#### **4.0 Roles & Responsibilities**

- 4.1 The Township shall conduct its procurement activities in a manner so as to maintain public trust.
- 4.2 Any employee who becomes aware of, or suspects a conflict of interest in relation to any solicitation or purchase shall immediately report to their Director.
- 4.3 No employee or Member of Council will have any interest directly or indirectly, as a contracting party, partner, shareholder, surety or otherwise in any contract for goods or services or in any of the monies to be derived there from, unless by a resolution of Council prior to award.
- 4.4 No employee shall knowingly cause or permit anything by their actions or communication to anyone that does or is like to cause, any supplier to have an unfair advantage or disadvantage in any purchasing opportunity.
- 4.5 Township employees shall be required to adhere to any Township, legal, or other statutory legislation including Trade Agreements, and the Township policies and failure to do so may result in corrective action including progressive discipline up to and including discharge based on the circumstances.
- 4.6 As set out in s.224 of the Ontario Municipal Act 2001, S.O. 2001, c25, it is the role of Council to develop and evaluate the policies of the County and to ensure that policies, practices and procedures and controllership policies, practices and procedures are in place to implement decisions of Council. As permitted by s.23.1 of the Ontario Municipal

Act 2001, S.O. 2001 c25 Council may delegate responsibilities to officers and employees of the County as Council deems appropriate, whether through policy or otherwise.

- 4.7 The Chief Administrative Officer (CAO) is the officer responsible for exercising general control over the activities contemplated by this policy, including ensuring Township administration and other persons conducting procurements on behalf of the Township comply with the requirements of this policy.
- 4.8 The Chief Administrative Officer has the authority to instruct Township's administration not to award contracts and to submit recommendations to Council for approval and may provide additional restrictions concerning procurement where such action is considered necessary and in the best interest of the Township.
- 4.9 The Treasurer, and/or delegate(s), is responsible for establishing and enforcing compliance with the Township's administrative procedures pursuant to this policy.
- 4.10 The Township's Directors, and/or delegate(s), have the responsibility for all procurement activities within their respective service areas while ensuring compliance with this policy and its related administrative procedures.
- 4.11 It is the responsibility of the Directors to enforce any terms, conditions, and specifications from the award of any contract in their respective service areas resulting from the procurement process.

## **5.0 Expenditure Authorization**

- 5.1 Budget approvals by Council, of operating expenditures and capital works, shall constitute authorization for any purchase of materials and services necessary to carry out work within the approved cost of an approved project, provided such purchases are made in accordance with this policy. The requisitioning department will ensure that goods and services are properly approved and that funds are available.
- 5.2 New capital works that were not included in the annual budget, recommended changes to the scope of a project that would fundamentally alter its intended result, or any budget exceedances shall be reported. Budget overruns exceeding the greater of 10% of the approved budget or \$10,000 shall require Council approval through a staff report. If a project exceeds its budget due to unforeseen circumstances, the overage will be identified in the year-end report to Council.
- 5.3 Normal operating expenditures incurred prior to the adoption of the annual budget shall not require approval of such expenditures and shall be deemed ratified upon the adoption of the annual budget. Prior to Council's approval of the current budget, a department may incur normal operating expenditures up to 50% of the previous year's budget.

## 6.0 Contract Value

- 6.1 The “Contract Value” is the Township’s estimated value, in Canadian dollars, exclusive of taxes, of the required purchase, and as determined in accordance with this policy. The estimated the dollar value of a procurement includes all of the following:
- i) The estimated cost of the contract or purchase over the duration of the contract;
  - ii) The value of any optional renewal periods of the contract;
  - iii) All forms of remuneration including premiums, disbursements, fees, commissions and interest; and
  - iv) Any costs associated with installation, operation, maintenance or manufacture of goods.
- 6.2 Contracts without defined term limits are considered to be valued at the estimated monthly cost multiplied by 12.
- 6.3 Procurement activities shall not be structured to circumvent approval thresholds or competitive procurement requirements. Contracts shall not be divided into smaller components or phases for the purpose of reducing the procurement value below established approval limits or to bypass competitive bidding processes. The total value of related procurements over a reasonable period shall be considered when determining the applicable procurement method and approval authority. The Treasurer shall have the authority to review and determine whether a procurement has been inappropriately structured to avoid policy requirements.

## 7.0 Procurement Methods

- 7.1 **Informal Low Dollar Purchases:** Low dollar purchases refer to the procurement of goods and services directly from suppliers without the need for a formal bidding process, multiple quotations or substantial documentation beyond an invoice and receipt of payment. This process is available for goods and services with a contract value equal to or less than \$10,000.
- 7.2 **Informal Direct Quotation:** Goods and services whose contract value does not exceed \$75,000 do not require a formal, competitive bidding process and may instead be purchased through a Direct Quotation. Direct Quotations benefit from obtaining multiple quotations to ensure value for money while maintaining a flexible and efficient approach to procurement. The Township’s Direct Quotation process entails the following:
- i) Minimum of 3 Quotes - a minimum of three quotations will be solicited from suppliers, typically through verbal or written communication, without the need for a formal public solicitation. If three quotations cannot be obtained despite reasonable efforts, staff shall document the attempts made to secure quotations and may proceed with fewer than three quotes.

- ii) Simplified Specifications - basic specifications and requirements are provided to suppliers, ensuring that quotations are based on the same essential criteria, though less detailed than in formal processes.
- iii) Streamlined Evaluation - quotations are evaluated based on a simplified set of criteria, primarily focusing on price and basic compliance with the required specifications.
- iv) Minimal Documentation - while documentation requirements are reduced, records of the quotations received and the rationale for the selection are still maintained for audit purposes.
- v) Award of Contract - the contract or purchase order is awarded to the supplier offering the best value, typically the lowest quotation that meets the basic requirements.

7.3 **Formal Bidding Procurement Methods:** Goods and services whose contract values exceed \$75,000, as defined in Appendix A, must be purchased through a formal bidding procurement method. This process generally entails:

- i) Open solicitation – the opportunity to bid is made publicly available to solicit broad participation.
- ii) Pre-defined Specifications – clear and detailed specifications, terms or conditions are provided to all participants, ensuring that all bids are based on the same requirements.
- iii) Pre-Defined Evaluation Criteria – submitted bids or proposals are evaluated based on pre-defined evaluation criteria, which may include price, quality, experience, and other relevant factors, are provided to bidders.
- iv) Detailed Documentation – the process is thoroughly documented, including the solicitation process, bids received, evaluation of results, and the rationale for selecting the winning bid.
- v) Award of contract – the contract is awarded to the bidder that best meets the criteria established in the solicitation, typically the lowest compliant bid or the proposal that offers the best overall value.
- vi) The Township’s formal bidding methods and their applicable circumstances are as follows:

<b>Formal Bidding Method</b>	<b>Description</b>	<b>Application</b>
Request for Quotations (RFQ)	Used for procurements where the requirements are well-defined, and the primary selection criterion is price. Suppliers are invited to submit written quotations, and the contract is awarded to the lowest compliant bid.	Suitable for lower-value purchases where the product or service specifications are clear and easily comparable.

Request for Tenders (RFT)	A formal invitation to suppliers to submit sealed bids for goods, services, or construction where the requirements are clearly defined. The contract is awarded to the lowest compliant bid that meets all specified conditions.	Appropriate for high-value procurements with well-defined specifications, typically used for construction projects or bulk purchases.
Request for Proposals (RFP)	Used when the requirements cannot be fully defined at the outset or when multiple factors beyond price need to be considered. Suppliers are invited to propose solutions, and the contract is awarded based on a combination of criteria, including quality, experience, and cost.	Ideal for complex or specialized services where innovation or expertise is required, such as consulting services or technology implementations.

**8.0 Request for Quotations (RFQ)**

- 8.1 Goods and services with a contract value between \$75,000 to \$100,000 may be purchased through a formal request for quotation under the following circumstances:
  - i) the requirement can be fully defined; and
  - ii) best value for the Township can be achieved by an award selection made on the basis of the lowest compliant bid that meets all terms, conditions and specifications.
- 8.2 The Director or any employee exercising delegated authority approval shall provide the Treasurer, in writing, the relevant specifications, budget authorization, terms and conditions for the purchase of goods, services or construction.
- 8.3 A "No Bid" response shall not be considered a valid bid.
- 8.4 The User Department shall be responsible to review the competitive bid and verify that all terms, conditions and specifications of the bid are met.
- 8.5 The Township reserves the right in its absolute sole discretion to accept or reject any bid.
- 8.6 The Township will specify its preferred bidding method in its RFQ documents, including clear instructions for bidder submissions. Bids will remain sealed until the closing date and time.
- 8.7 Award of Formal Request for Quotations may be authorized by the User Department's Director or delegate in accordance with Appendix A.

## **9.0 Request for Tenders (RFT)**

- 9.1 For goods and services for estimated expenditures greater than \$100,000, the Director or Designate and the Treasurer shall be authorized to issue a Request for Tender.
- 9.2 The Township will specify its preferred bidding method in its tender documents, including clear instructions for bidder submissions.
- 9.3 The Treasurer or designate shall forward to the User Department a summary of the bids subject to review by the Director.
- 9.4 Council reports initiated for a Request for Tender shall contain a recommendation outlining the sources of financing, allocation of revenues, and other financial commentary as considered appropriate.

## **10.0 Request for Proposal (RFP)**

- 10.1 The Request for Proposal process shall be used where:
  - i) The requirement is best described in a general performance specification;
  - ii) Innovative solutions are sought; and
  - iii) To achieve best value, the award selection will be made on an evaluated point per item or other method involving a combination of mandatory and desirable requirements.
- 10.2 A Request for Information or a Request for Expression of Interest may be issued in advance of an RFP to assist in the development of a more definitive set of terms and conditions, scope of work/service and/or the selection of qualified suppliers.
- 10.3 Directors or any employee exercising delegated authority approval shall identify appropriate evaluation criteria for use in an RFP but are not limited to the criteria from the list. Cost will always be included as a significant factor; however, best value considers not only initial upfront costs but also the total cost of ownership, including ongoing maintenance, operational efficiency, lifecycle costs, and long-term sustainability.
- 10.4 A two-envelope process may be used for RFPs. The two-envelope process means the proposal is submitted with the pricing sealed separately. The pricing is un-sealed if the Proponent meets the minimum threshold score listed in the RFP document.
- 10.5 The Director or designate will be the lead in the evaluation process. A selection committee will be formed with a minimum of three evaluators when possible. Evaluators shall review all proposals against the established criteria and ensure that the final rating results, with supporting documents, are kept in an electronic file. Final

rating results can be determined through the averaging of committee scores or through consensus at the discretion of the Director.

- 10.6 The Township will specify its preferred bidding method in its RFP documents, including clear instructions for proposal submissions. Proposals will not be opened until the closing date and time.

## **11.0 Non-Competitive Purchases**

- 11.1 The requirement for a competitive bid process for the selection of a supplier for goods, services and construction may be waived under the authority of the Chief Administrative Officer and/or Treasurer and replaced with direct negotiations by the Director (or delegate) if the procurement qualified as a Sole Source or Single Source purchase.
- 11.2 When requesting a non-competitive procurement method, the requesting department must prepare a formal memo outlining the justification for the request, including the rationale for selecting the specific supplier and an explanation of why a competitive process is not feasible. This memo will be documented and filed as part of the procurement record for audit and transparency purposes.
- 11.3 The procurement may be conducted using a Sole Source process if the goods and/or services are available from only one supplier by reason of statutory or market-based monopoly. Competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, licence, technical secrets or controls of raw material; or the complete item, service or system is unique to one supplier and no alternative or substitute exists.
- 11.4 Single Source means that there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specifications. The procurement may be conducted using a Single Source process if the goods and/or services are available from more than one source, but there are valid and sufficient reasons for selecting one supplier in particular, as follows:
- i) An attempt to acquire the goods and/or services by soliciting competitive bids has been made in good faith, but has failed to identify more than one willing and compliant supplier;
  - ii) The confidential nature of the requirement is such that it would not be in the public interest to solicit competitive bids;
  - iii) There is a need for compatibility with goods and/or services previous acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract (i.e. contract extension or renewal);
  - iv) It is advantageous to the Township to acquire the goods or services directly from another public body or public service body;

- v) Another organization is funding or substantially funding the acquisition and has determined the supplier and the terms and conditions of the commitment into which the Township will enter are acceptable to the Township;
- vi) Where due to abnormal market conditions, the goods, services or construction required are in short supply; and
- vii) Emergency purchases may be conducted in accordance with Section 12: Emergency Purchases.

## **12.0 Emergency Purchases**

- 12.1 Procurement requirements under this by-law may be waived in the event of an emergency where immediate action is required to prevent or address:
  - i) An immediate threat to public health, safety or welfare;
  - ii) The loss of serious damage to municipal property;
  - iii) The disruption of essential municipal services or operations; and
  - iv) Directly relating to an emergency as declared by the Township.
- 12.2 In such circumstances, the necessary goods, services, or construction may be acquired by the most expedient and practicable means, notwithstanding any other provisions of this policy.
- 12.3 Emergency expenditures may be authorized by the following personnel: The Chief Administrative Officer (CAO), Treasurer, Director of Public Works and Fire Chief.
- 12.4 As soon as reasonably practicable following an emergency procurement, staff shall report to Council detailing:
  - i) The nature and justification of the emergency;
  - ii) The goods, services, or construction procured;
  - iii) The supplier and method of procurement;
  - iv) The total costs incurred; and
  - v) Any recommended follow-up actions, including potential budget adjustments or long-term solutions to mitigate future emergencies.

### **13.0 Request for Expression of Interest**

- 13.1 Request for Expression of Interest (RFEI) may be issued for the purpose of determining the availability of Suppliers and for the purpose of compiling a list of Suppliers. A RFEI may be used as a pre-condition to a Request for Proposal.
- 13.2 The receipt of an Expression of Interest by the Township does not create any obligation between the potential Supplier and the Township.

### **14.0 Request for Pre-Qualification**

- 14.1 A Request for Pre-Qualification may be issued to pre-qualify Suppliers for various projects. The purpose of the RFPQ is to determine whether the qualifications of a Supplier, as required by the Township, are at a level that will allow participation in a subsequent bid opportunity that takes place as a direct result of the RFPQ.
- 14.2 A Supplier may be pre-qualified by providing an acceptable response to an RFPQ. Selection of pre-qualified Suppliers will be based on disclosed evaluation criteria.
- 14.3 Supplier submissions will be evaluated and ranked by an Evaluation Committee and may consist of Township staff and Consultant staff (if applicable).
- 14.4 Only the Suppliers that reach the established threshold contained in the RFPQ document will be pre-qualified and invited to bid on the particular bid opportunity.
- 14.5 Approval of Pre-Qualified Suppliers will be made by the Treasurer based on the evaluation committee's ranking and scoring of Suppliers based on the established threshold noted in the RFPQ document.

### **15.0 Blanket Order Contracts**

- 15.1 Blanket order contracts typically occur as a result of a previous competitive bid, which establishes a Supplier as the preferred source for Goods and Services, over a specified term.
- 15.2 A Blanket Order may be used where:
  - i) one or more User Departments repetitively order the same goods or services and the actual demand is not known in advance;
  - ii) a need is anticipated for a range of goods and services for a specific purpose, but the actual demand is not known at the outset, and delivery is to be made when a requirement arises;
  - iii) Blanket Orders may be issued as the result of a bid process such as Request for Quotation, Request for Tender, Request for Proposal, Co-operative Purchasing consortium and Provincial Vendor of Record contracts;

- iv) More than one supplier may be selected where it is in the best interest of the Township and the bid solicitation allows for more than one;
- v) Where procurement action is initiated by a User Department for frequently used goods or services, it is to be made with the supplier or suppliers listed in the Blanket Order Contract;
- vi) Blanket Orders shall indicate the expected quantity of the specified goods or services to be purchased over the time period of the agreement and will be as accurate an estimate as practical and be based, to the extent possible, on previous usage adjusted for any known factors that may change said usage; and
- vii) Blanket Orders shall be issued for a specific time period with all ordering User Departments responsible for maintaining purchases within budget allocations.

## **16.0 Contract Awarding & Signing Authority**

- 16.1 Contract award refers to the formal decision to accept a bid or proposal and commit the Township to a procurement decision. Signing authority refers to the power to execute a legally binding contract on behalf of the Township after all necessary approvals have been obtained. A contract may only be executed by those with signing authority, even if the contract award decision has been made by another authorized official.
- 16.2 Council has approval authority for all expenditures. Through this policy, Council delegates the authority to approve contracts and procurement decisions to the Township's Chief Administrative Office and Directors in circumstances where the contract value, as defined in section 6.0, is equal to or less than \$75,000 and where expenditure authorization has been previously received in accordance with section 5.0. The circumstances whereby Township Council retains authority to authorize procurement decisions is defined in Appendix A.
- 16.3 Contract values exceeding \$75,000, or in circumstances whereby the Chief Administrative Officer otherwise determines it necessary, must receive approval through a Council resolution before funds are committed.
- 16.4 Signing authority, referring to the power to legally bind the Township after funds are authorized and a contract is approved, shall be extended to the Township's Chief Administrative Office and Directors as provided in Appendix B.
- 16.5 The Chief Administrative Officer and Directors, may delegate their contract approval and signing authority up to their stated policy limits. To be valid, a request of delegation must be acknowledged by Treasurer prior to a delegate exercising authority under this policy. A list of employees who have received delegated authority will be maintained by the Treasurer. It is the responsibility of Directors to ensure the Procurement of Goods and Services Policy is adhered to, regardless of how they choose to delegate their authority.

## **17.0 Co-operative Purchasing**

- 17.1 The Township may participate with other government agencies or public authorities in cooperative purchasing where it is in the best interests of the Township to do so.
- 17.2 The decision to participate in cooperative purchasing agreements will be made by the Director in conjunction with the Treasurer.
- 17.3 The individual policies of the government agencies or public authorities issuing the cooperative competitive bid are to be the accepted by-law for that particular competitive bid.
- 17.4 All cooperative purchases remain subject to Council approval requirements in accordance with Appendix A – Levels of Contract Approval Authority. Any procurement conducted through a cooperative purchasing arrangement that meets the reporting thresholds outlined in this policy shall be reported to Council.
- 17.5 The Township will consider co-operative purchasing when it provides the following:
- i) Cost Savings and Volume Discounts – When bulk purchasing through a co-operative agreement results in lower pricing due to economies of scale that the Township could not achieve on its own.
  - ii) Access to Specialized Goods or Services – When a co-operative procurement arrangement provides access to high-quality vendors, specialized equipment, or services that may not be readily available through the Township’s independent procurement process.
  - iii) Urgent or Time-Sensitive Needs – When immediate procurement is necessary, and a co-operative purchasing agreement offers a compliant and expedient solution without requiring a lengthy competitive bid process.
  - iv) Compliance with Trade Agreements – When the co-operative procurement agreement helps the Township navigate complex trade agreement requirements.
  - v) Reduced Supplier Risk – When purchasing from vendors that have already been prequalified by other public sector agencies, minimizing the risk associated with selecting new suppliers.
  - vi) Intergovernmental Collaboration – When working with other municipalities, regional governments, or public authorities fosters collaboration, strengthens partnerships, and enhances service delivery.

## **18.0 Performance Security, Insurance and WSIB Requirements**

- 18.1 For all tenders valued at over \$100,000, the following guarantees, bonds, certificates and insurance must form part of the contract.

- 18.2 The requirement of performance security guarantees for contract completion is limited to the supply and installation of equipment and materials and all services/construction involving Township property. Where Performance Security is deemed necessary, it shall take the form of one or a combination of one or more of the following;
- i) Bid bond (minimum 10% of the bid amount)
  - ii) Performance bond (minimum 50% of the bid amount)
  - iii) Labour and material payment bond (minimum 50% of the bid amount)
- 18.3 Contracts valued at less than \$100,000 may include guarantees at the discretion of the Director and Treasurer.
- 18.4 The Director, in consultation with the Treasurer shall select any other appropriate means to guarantee execution and performance of the contract. Guarantees may include but are not necessarily limited to, one or more of the following; financial security deposit, provisions for liquidated damages, progress payments and holdbacks.
- 18.5 In order to further protect the Township, the following documents will be required from all successful Bidders/Proponents performing work on Township property;
- i) a current and valid certificate of insurance for the amount specified in the bid document;
  - ii) a current and valid Workplace Safety and Insurance Board (WSIB) clearance certificate;
  - iii) confirmation of compliance with AODA requirements;
  - iv) confirmation of compliance with Township policies.

## **19.0 Contract Administration**

- 19.1 An Agreement shall be used when the resulting contract is complex and contains special terms and conditions.
- 19.2 It shall be the responsibility of the Director and Treasurer to determine if it is in the best interest of the Township to establish an Agreement with a Supplier.
- 19.3 Where a contract contains an option for renewal, the Director and Treasurer may jointly exercise such option provided that all of the following apply:
- i) The Supplier's performance in supplying the good and/or services or construction is considered to have met the requirements of the contract;
  - ii) Any price increases are consistent with the prevailing market conditions for the goods or services being purchased;

- iii) The facts justifying the decision to award to this Supplier previously are still relevant at the time of contract renewal;
- iv) The original report to Council (if applicable) clearly identified the options to extend the contract;
- v) Funds are available or will be available in appropriate accounts within the approved budget to meet the proposed expenditure;
- vi) The contract renewal option is in the best interest of the Township.

## **20.0 Vendor Performance Evaluation Procedure**

- 20.1 The Vendor Performance Evaluation Procedure is a standard process for assessing and recording contractor performance. It is designed to serve as a permanent record for the Township and as a means of evaluating and comparing contractor performance on an ongoing basis throughout the project.
- 20.2 Annual performance evaluations are mandatory for all contracts with a term equal to or exceeding one (1) year or otherwise that valued over \$100,000. The implementation of the Vendor Performance Evaluation Procedure other circumstances will be at the discretion of the Director or Treasurer
- 20.3 The Township's Vendor Performance Evaluation Procedure is set out in Appendix F of this policy and may be amended from time to time with Council approval.

## **21.0 Dispute Resolution**

- 21.1 In the event that a Supplier identifies a dispute regarding any process outlined in this policy, the Township shall follow the steps below:
  - i) meeting between the Supplier, the Director of the User Department;
  - ii) if (i) does not lead to a resolution, the decision can be appealed to the Treasurer who will then convene a Review Committee;
  - iii) The Review Committee shall hear from both Township staff and the Supplier at a time and place decided by the Committee. The Review Committee shall be comprised of the Chief Administrative Officer, Treasurer and the Director of the User Department or designate. A quorum of the Review Committee shall be two of the three members. The decision of the Review Committee shall be in writing, a copy of which shall be provided to the Supplier and the Treasurer. The decision of the Review Committee shall be final.

## **22.0 Document Access and Retention**

- 22.1 The disclosure of information received relevant to the issue of bid solicitations or the award of contracts emanating from bid solicitations shall be made by the appropriate

officers in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act., R.S.O. 1990, as amended.

- 22.2 All records and information pertaining to tenders, proposals and other bids, which reveal a trade secret or scientific, technical, commercial, financial or other labour relations information, supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:
- i) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organizations;
  - ii) result in similar information no longer being supplied to the Township where it is in the public interest that similar information continue to be so supplied;
  - iii) result in undue loss or gain to any person, group, committee or financial institution or agency; or
  - iv) result in information whose disclosure could reasonably be expected to be injurious to the financial interests of the Township.
- 22.3 In addition to the restriction against disclosure, no records or information pertaining to Tenders, Proposals and Bids shall be disclosed in violation of the Municipal Freedom of Information and Protection of Privacy Act.
- 22.4 All background information, information submitted by Suppliers, and any other relevant information involved in obtaining prices for goods and services through a formal competitive procurement process, shall be retained in accordance with the Township's records retention by-law.

### **23.0 Refusal of Bid Response**

- 23.1 The Township may, in its sole discretion, disqualify a Vendor from bidding on any procurement if a vendor:
- i) has at any time, threatened, commenced or engaged in legal claims or litigation against the Township
  - ii) is involved in a claim or litigation initiated by the Township
  - iii) is considering a proposing to initiate litigation against the Township or against which the Township is considering proposing to initiate litigation with respect to any previous contract, bid submission or business transaction
  - iv) has been disqualified as a result of prior poor performance evaluations in accordance with Appendix F – Vendor Performance Evaluation Procedure.
  - v) has failed to satisfy an outstanding debt to the Township

- vi) provides incomplete, unrepresentative references or receives unsatisfactory external and/or internal references in a reference check undertaken by the Township
- vii) has engaged in conduct that leads the Township to determine that it would not be in the Township's best interests to accept a bid
- viii) is discovered by the Township to be bankrupt or insolvent or otherwise involved in bankruptcy and insolvency proceedings

23.2 Where a Vendor has been disqualified from a bid opportunity where the contract value requires Council's approval, the disqualified Vendor(s) will be identified in the report to Council. The report will outline the reasons for disqualification.

## **24.0 Conflicts of Interest**

24.1 For the purposes of this policy, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- i) In relation to the bidding process, the Bidder/Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or not having access to, confidential information of the Township of Malahide in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the bidding process (including but not limited to the lobbying of decision markers involved in the bidding process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive bidding process or render that process non-competitive or unfair; or
- ii) In relation to the performance of its contractual obligations contemplated under a contract for the deliverables, the Bidder/Proponent's other commitments, relationships or financial interests (a) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (b) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

## **25.0 General**

25.1 The Township shall not have or use any "Local Vendor or Supplier Preference" in its dealing, in order to comply with the Ontario Discriminatory Business Practices Act, R.S.O., 1990, as amended, the Canadian Free Trade Agreement, 2017 c.5, as may be amended from time to time; and the Competition Act R.S.C 1985, c.C-34, as may be amended from time to time.

25.2 The Township, to the extent possible, shall incorporate accessibility design, criteria and features, when procuring or acquiring goods, services or facilities in accordance with the AODA. Where it is not practicable to incorporate the said accessibility design, criteria and features when procuring or acquiring goods, services or facilities, the Township shall be

prepared to provide, upon request, an explanation as to why this is the case. (Ontario Regulation 191/11).

- 25.3 In order to contribute to waste reduction and to increase the development and awareness of environmentally sound procurement of goods and services, specifications will provide for expanded use of durable products, reusable products and products (including those used in services) that contain the minimum level of post-consumer waste and/or maximum level of recyclable content without significantly affecting the intended use of the product or service
- 25.4 The Procurement Policy shall comply with all applicable trade agreements such as the Canada Free Trade Agreement (CFTA), the Comprehensive Economic and Trade Agreement (CETA) and any future trade agreements that are applicable to the Township.
- 25.5 Township staff are granted the authority to make minor administrative amendments to this by-law as necessary. These amendments may include, but are not limited to, renaming position titles in Appendix A and Appendix B or making other improvements to enhance the clarity of the by-law. Any such amendments must not alter the stated intent, purpose, or substantive provisions of the by-law in any significant way.

## **APPENDIX A**

### **LEVELS OF CONTRACT APPROVAL AUTHORITY**

<b>Dollar Value (excluding taxes)</b>	<b>Procurement Process</b>	<b>Approval Authority</b>	<b>Report to Council Required</b>
Up to \$10,000	Low Dollar Purchase	Director or any employee exercising delegated authority approval	<b>No</b>
Greater than \$10,000 but less than \$75,000	Direct Quotation	Director or any employee exercising delegated authority approval	<b>No</b>
Greater than \$75,000 but less than \$100,000	RFQ	Township Council	<b>Yes</b>
Up to \$100,000	RFT / RFP	Township Council	<b>Yes</b>
Greater than \$100,000	RFT / RFP	Township Council	<b>Yes</b>
Up to \$30,000	Non- Competitive	Chief Administrative Officer and Treasurer (jointly)	<b>No</b>
Greater than \$30,000	Non- Competitive	Township Council	<b>Yes</b>

\* For purchases of goods and services whereby a conflict of interest has been identified, as defined in Section 23.0, the Township must conduct a formal procurement process, with the contract award requiring Council approval in accordance with Section 4.3 of this policy.

**APPENDIX B**

**DELEGATED SIGNING AUTHORITY**

<b>Department</b>	<b>Position</b>	<b>Signing Authority</b>
CAO / Development Services	Chief Administrative Officer	\$250,000
	Manager of Building Services / Chief Building Official	\$10,000
	Manager of Human Resources	\$10,000
Corporate Services	Director of Corporate Services / Treasurer	\$250,000
	Manager of Legislative Services / Clerk	\$10,000
Public Works	Director of Public Works	\$250,000
	Manager of Roads & Construction	\$50,000
	Water/Wastewater Operations Manager	\$50,000
	Drainage Superintendent	\$50,000
	Manager of Parks, Recreation & Facilities	\$50,000
	Facilities Maintenance Superintendent	\$10,000
Fire & Emergency Services	Director of Fire & Emergency Services / Fire Chief	\$250,000

**Notes:**

- Employees cannot approve their own invoices or expense reports.
- All invoices require the approval of the Department Head and the Treasurer.
- It is the approver's responsibility to confirm with the individual ordering/purchasing the items to ensure that all work is complete/received

## **APPENDIX C**

### **IRREGULARITIES CONTAINED IN BIDS**

<b>Irregularity</b>	<b>Consequence</b>
Late Bids	Automatic Rejection Bidding system will not accept late bids.
Incomplete, illegible or obscure bids	Automatic Rejection.
Documents, in which all necessary Addenda have not been acknowledged.	Bidding System does not accept bids that have not acknowledged all addenda
Failure to attend <b>mandatory</b> site visit.	Automatic Rejection.
Bids received on documents other than those provided by the Township.	Automatic Rejection.
Conditions placed by the Bidder on the Total Contract Price.	Automatic Rejection.
Bids Containing Minor Mathematical Errors.	The Township has the right to correct minor mathematical errors.
<b><u>Performance Security</u></b> a) Insufficient Performance Security (no bid bond or insufficient bid bond). b) Signature of bidder and/or bonding company missing when bid bond requested.	Automatic Rejection.  Automatic Rejection.
Part bids (all items not bid).	Automatic Rejection unless allowed for in the request.
Withdrawal of Bids	Withdrawal of bids received after the closing time will not be allowed.
Tie Bids	The Director of Corporate Services / Treasurer may use one of the following methods of dealing with tie bids, based upon the specific situation: 1) use a coin toss to select a recommended bid; 2) request the tie bidders to submit new bids; 3) negotiate with the tied bidders to break the tie.
Other minor irregularities	The Director of Corporate Services / Treasurer shall have the authority to waive irregularities, which they jointly consider to be minor.

## **APPENDIX D**

### **GOODS AND SERVICES NOT SUBJECT TO THIS POLICY**

Competitive Bids shall not be required for the following Goods and Services;

- a) Petty cash items
- b) Advertising services (radio, television, newspaper, magazine)
- c) Government agencies
- d) Travel expenses including meals, conferences, seminars, conventions, trade shows and accommodations
- e) Courses
- f) Staff development/ workshops
- g) Memberships
- h) Magazines, books, periodicals
- i) Licenses/certificates (including hardware and software licenses)
- j) Ongoing maintenance for existing computer hardware and software
- k) Professional and skilled services provided to individuals as part of an approved program(s) within the Corporation including but not limited to medical services and counselling services
- l) Postage
- m) Utilities (water, sewage, hydro, gas, telephone and cable TV)
- n) Council approved grants
- o) Legal services
- p) Financial services including bank charges, investments and collection agencies
- q) Police services
- r) Payroll and payroll deductions including tax, WSIB and OMERS remittances
- s) Election materials

## **APPENDIX E**

### **DEFINITIONS**

In this policy, unless a contrary intention appears, the following definitions apply:

#### **General Terms**

- **Agreement/Contract:** A formal written legal agreement or contract for the supply of goods, services, equipment, or construction. Example: A signed contract between the Township and a vendor for construction services.
  
- **Authority:** The legal right to conduct the tasks outlined in this policy as directed by Council and delegated through the Township's Chief Administrative Officer or Director of Corporate Services/Treasurer.
  
- **Township/Corporation:** The Corporation of the Township of Malahide, including its User Departments.
  
- **Council:** The elected Municipal Council of the Corporation of the Township of Malahide.
  
- **Director:** A head of a Township User Department operating within the Township of Malahide.
  
- **Designate:** A person authorized by the Director to act on their behalf for the purposes of this policy.
  
- **User Department:** The Department within the Township Administration that requires the Goods and Services.
  
- **Procurement/Purchase:** To acquire goods or services by purchase, rental, lease, or trade.
  
- **Supplier:** Any individual or organization offering goods or services to the Township, including but not limited to contractors, consultants, vendors, and service organizations.

## Procurement Methods

- **Request for Quotation (RFQ):** A process to obtain prices on specific goods/services from suppliers.
- **Request for Tender (RFT):** A competitive request for prices on specific goods and/or services from Suppliers which are submitted as specified in the Request for Tender.
- **Request for Proposal (RFP):** A competitive process where a need is identified, but the method by which it will be achieved is unknown at the outset. This process allows Proponents to propose solutions or methods to arrive at the desired result.
- **Request for Pre-Qualification (RFPQ):** A procurement process used to prequalify potential Suppliers in which factors such as financial capability, experience, and reputation are considered in order to develop a list of qualified Suppliers for subsequent participation in an invitational bid opportunity.
- **Request for Expression of Interest (RFEI):** A public request made by the Township seeking responses from potential Suppliers for the purposes of compiling a list of Suppliers who may be interested in providing Goods and/or Services to the Township from time to time.
- **Request for Information (RFI):** A general market research tool to determine what products and services are available, scope-out business requirements, and/or estimate project costs.

## Types of Procurement

- **Low Dollar Procurements:** Procurements considered routine purchases that do not require formal competitive processes but encourage obtaining competitive quotes.
- **Single Source:** There is more than one source in the open market, but only for reasons of function or service one Supplier is recommended for consideration of the particular goods and/or services.
- **Sole Source:** There is only one source of supply of particular goods and services.

- **Non-Competitive Purchases:** Procurements conducted without a competitive bid process, applicable in certain situations such as emergencies, sole source, or single source.
- **Formal Competitive Process:** A public request for bids is issued, in writing, with prescribed submission forms and deliverables. Bidders must submit their bid using these forms in a sealed package by a predetermined time.
- **Informal Process:** A request for bids may or may not be published and received on prescribed forms, by a predetermined time. Depending on the purchase value, Bids may be received electronically, verbally or in written formats.
- **Blanket Order:** An agreement wherein a Supplier will sell specific items to the Township over an agreed period, with established terms and conditions. Example: A yearly contract for office supplies.
- **Cooperative Purchasing:** The participation of two or more public agencies in a Request for Quotation, Tender, or Proposal call to achieve better pricing and efficiency. Example: Joint purchasing of office supplies by multiple municipalities.

### **Bid and Contract Terms**

- **Bid:** A submission from a prospective Supplier in response to a request for the purchase of goods or services issued by the Township. Example: A contractor's proposal submitted in response to a Request for Tender.
- **Bidder:** A supplier or contractor from whom the Township has received a Tender or Quotation, subject to acceptance or rejection.
- **Bid Irregularity:** A deviation between the requirements of the Bid and the information provided or received in a Bid response.
- **Performance Security:** A financial guarantee to ensure the successful Bidder will enter into an agreement.
- **Performance Bond:** A bond issued by a surety company executed in

connection with a contract and which secures the performance and fulfillment of the undertakings, covenants, terms, conditions, and obligations contained in an agreement with the Township.

- **Labour and Material Bond:** A bond issued by a surety company executed in connection with a contract to ensure that the contractor will pay their suppliers and thereby protects the Township against claims which might be pursued by a supplier to the contractor should the contractor not make proper payments.
- **Executed Agreement:** A form of agreement, either incorporated in the bid documents or prepared specifically by or on behalf of the Township, to be executed by the Supplier and the Township.
- **Insurance Documents:** Certified documents issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario certifying that the Supplier is insured in accordance with the Township's insurance requirements as contained in the bid documents.
- **Purchase Order:** The purchasing document used to formalize a purchasing transaction with a Supplier.

### **Supplier and Contractor Terms**

- **Consultant:** A person or firm selected by the Township for their expertise to undertake a specific task or assignment, such as designing specifications or preparing plans. Example: An engineering firm hired to design a new road.
- **Contractor:** A person or company that agrees to perform work for the Township as specified under the terms of a contract. Example: A construction company hired to build a new community center.
- **Proponent:** Supplier, consultant, or service provider from whom the Township has received a formal Proposal, in response to a publicly advertised Request for Proposal, that is subject to acceptance or rejection.

## **Other Terms**

- **Emergency:** An occurrence resulting from an unforeseen action or event that must be addressed urgently to avoid financial risk, delays, injury, damage, or to restore or maintain services. Example: Immediate repairs needed for a water main break.
- **Goods and Services:** Includes supplies, materials, equipment, property, and contracts for construction, maintenance, services, consulting, and professional services.

**APPENDIX F**  
**VENDOR PERFORMANCE EVALUATION PROCEDURE**

**1 Purpose**

This procedure provides a framework for the Township to evaluate and improve the performance of all Suppliers, Vendors and Contractors that are sourced by the Township by;

(i) pro-actively managing the performance of Vendors, during the term of awarded Contracts; and

(ii) creating a record of past performance for use, in determining the award for future solicitations and contracts.

Department Head(s) may utilize this Vendor Performance Procedure for all contracts including but not limited to; invitational bids, single or sole source purchases, emergency purchases and wherever it is in the best interest of the Township.

**2 Program Evaluators**

2.1 Each Program Evaluator and Department Head shall confirm by signing off on the evaluation, that he or she does not have a Conflict of Interest.

**3 Project Evaluation Forms**

3.1 Department Heads are to use the Vendor Performance Evaluation Form, as provided in Schedule "A" of this document.

**4 Frequency of Evaluations**

4.1 It is recommended that Department Heads perform an Interim Performance Evaluation using the applicable form in Schedule "A" of this procedural document, at least every twelve (12) months for all Contracts with a term longer than one (1) year. Additional Performance Evaluation Forms may be completed and discussed with the Vendor at any time throughout the term of the Contract, as needed, based on the Vendor's performance.

4.2 It is good practice to keep the Director of Corporate Services apprised throughout the course of a Contract of any performance concerns with the Vendor. Departmental staff should not hesitate to contact the Department Head or Director of Corporate Services for advice or assistance regardless of the significance of the problem or to attend a meeting with the Vendor.

- 4.3 Department Heads shall ensure that each completed Performance Evaluation Form is clearly marked as either "Interim" or "Final".
- 4.4 Department Heads should complete a Performance Evaluation Form for all Contracts using the applicable form in Schedule "A" of this procedural document, as amended, in a timely manner, preferably within (3) three weeks of the following occurrences, depending on the type of good, service or construction:
- i. for Construction contracts; upon the issuance of a Certificate of Final Completion;
  - ii. for Consulting contracts; upon completion of the Contract;
  - iii. for Goods; upon delivery and inspection of goods and/or after the expiry of any applicable deficiency; for Services, upon completion of services and/or after the completion of deficiencies;
  - iv. for Vehicles and Equipment; upon delivery and inspection and/or after the expiration of the warranty period;
  - v. upon termination of a Contract for any reason prior to the Contract end date.
- 4.5 Vendor's receiving an Interim Performance Evaluation Form with a rating of CAUTIONARY OR BELOW, in any category, should be requested in writing, to provide, a written response and appropriate corrective action within an acceptable timeframe, in accordance with the Terms and Conditions of the solicitation, or at the discretion of the Township. Failure of the Vendor do so, in the sole opinion of the Township, may lead to termination of the Contract.
- 4.6 Department Head are not obligated to complete Performance Evaluation Forms for Contracts established through a non-competitive Procurement process, but may do so at their discretion.
- 4.7 Where the Vendor has received a rating of less than 50% on a Final Performance Evaluation Form, the vendor will be notified, and the Township will form a committee to review and consider its options as stated in this procedural document.

## **5 Recommended Steps for Resolving Vendor Performance**

- 5.1 It is important to have open communication with the Vendor throughout the project and to inform the Vendor in writing when their performance is a concern and to request appropriate corrective action within an acceptable timeframe, in accordance with the Solicitation's terms and conditions. It is equally important to keep a written record of all correspondence with the Vendor.

- 5.2 If the Vendor's response or corrective action is still a concern, departmental staff should involve the Department Head or Director of Corporate Services. Where it is deemed appropriate an Interim Performance Evaluation should be performed. The Vendor will be held responsible for the performance of its sub-contractors.
- 5.3 If the Vendor's response or corrective action continues to be a concern, the terms and conditions of the contract regarding non-performance may be enforced in consultation with the Director of Corporate Services.

## **6 Recommended Steps for Resolving Vendor Performance**

- 6.1 It is important to have open communication with the Vendor throughout the project and to inform the Vendor in writing when their performance is a concern and to request appropriate corrective action within an acceptable timeframe, in accordance with the Solicitation's terms and conditions. It is equally important to keep a written record of all correspondence with the Vendor.
- 6.2 If the Vendor's response or corrective action is still a concern, departmental staff should involve the Department Head or Director of Corporate Services. Where it is deemed appropriate an Interim Performance Evaluation should be performed. The Vendor will be held responsible for the performance of its sub-contractors.
- 6.3 If the Vendor's response or corrective action continues to be a concern, the terms and conditions of the contract regarding non-performance may be enforced in consultation with the Director of Corporate Services.

## **7 Record Retention**

- i) Department Heads shall submit the following documents and bid records to the Director of Corporate Services to be retained for seven (7) years or in accordance with the Township's record retention procedures, as amended, following the completion of the Project warranty or maintenance period as supporting rationale to augment the Performance Evaluation Form:
- i. internal and external correspondence (e.g. emails, letters, telephone logs describing the issues discussed, copies of faxes, etc.);
  - ii. meeting minutes describing all issues discussed, decisions made, issues unresolved, and action items assigned;
  - iii. progress reports;

- iv. project diaries which record significant daily events;
- v. inspection and laboratory reports;
- vi. photographs and video recordings;
- vii. rejected project deliverables;
- viii. all final engineer drawings developed for the project by the vendor;
- ix. any other type of correspondence or record not listed above.

## 8 Performance Evaluation system

8.1 Department Heads shall assign Vendors one of the following ratings to each category set out on the Performance Evaluation Form.

Rating	Description of Rating
10 Exceptional	Performance significantly exceeds Contract requirements to the Township's benefit, for example, the Vendor implemented innovative or business process re-engineering techniques, which resulted in value to the Township. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Vendor were highly effective
9-8 Good	Performance meets contractual requirements and exceeds in some area(s) to the Township's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Vendor were effective.
7-6 Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which proposed corrective actions taken by the Vendor appear satisfactory or completed corrective actions were satisfactory.
5 Cautionary	Performance did not quite meet contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which proposed corrective actions taken by the Vendor appear to be a continued minor concern, or completed corrective actions were below satisfactory.
3-4 Not Satisfactory	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the Vendor has submitted minimal corrective actions if any. The Vendor's proposed actions appear only marginally effective or were not fully implemented.
2-0 Unacceptable	Performance does not meet contractual requirements and/or recovery is not likely in a timely or cost-effective manner. The contractual performance of the element or sub-element contains serious problem(s) for which the Vendor's corrective actions appear to be or were ineffective.

## 9 Impact of Final Evaluation

- 9.1 In addition to the provisions set out in Item 9 Impact of Final Performance Evaluation, the Township, at its sole discretion, may;
- terminate a Contract prior to completion of a project or prior to the expiration of a Contract period term due to Vendor performance issues, and/or
  - take other action, in the Township's best interest
- 9.2 Final Performance Evaluation Forms shall be used by the Township for consideration of award of Solicitations. If a Final evaluation has not been completed at the time that a Solicitation award is under review, an Interim evaluation, if available, may be used by the Township to:
- i. determine if a Bidder submitting a Bid is a Responsible Bidder, and/or
  - ii. to evaluate past performance in Proposal Solicitations.
- 9.3 A Vendor that has received a TOTAL rating of (50-64%) on the final Performance Evaluation Form;
- a) may or may not be considered a Responsible Bidder for future similar Bid submissions to the Township; and
  - b) is not eligible for any extension terms within the current Contract.
  - c) may be asked to demonstrate in writing or by other acceptable means to the, that they have corrected all previously documented areas of "CAUTIONARY" OR LESS performance concerns to a standard satisfactory to the Township, prior to awarding any future Contracts. In addition, a list of new references may be requested by the Township for work completed by the Vendor since the date of the Performance Evaluation Form where a rating of "CAUTIONARY" OR LESS was given in any category. The Township reserves the right, at its sole discretion not to award a Contract to any Vendor, for an indefinite period, that fails to provide satisfactory evidence of correcting any documented past performance concerns by the Township.
- 9.4 A Vendor that has received a TOTAL rating of less than 50% on the Final Performance Evaluation Form;
- a) shall not be considered a Responsible Bidder and shall be disqualified (barred) for a minimum two (2) year period, to a maximum of five (5) years, at the discretion of the Township; and may have their current Contract with the Township terminated at any time, due to poor performance; and

b) will receive a letter issued by the Township, approved by the Director of Corporate Services, confirming the Disqualification Period and setting out the requirements for reinstatement.

9.5 Any Bidder that refuses or fails to execute a Contract awarded to that Bidder by the Township may be subject to a Disqualification Period, at the sole discretion of the Township.

9.6 The Township may apply the Disqualification period, where it is in the best interest of the Township, based on:

- i. **Commodity:** this will be specific to the commodity of good(s) and/or service or construction evaluated on the applicable Final Performance Evaluation; or
- ii. **All Contracts:** this will cover all contracts regardless of the type of good, service or construction evaluated on the applicable Final Performance Evaluation.

9.7 If a Bidder has multiple Performance Evaluation Forms on record with the Township, the Township will consider the most recent Final Performance Evaluation completed for similar contracted goods, services or construction.

Where a Bidder has a Performance Evaluation for an unrelated good/service/construction, the Township reserves the right to consider this Evaluation amongst other sources in determining if a Bidder is Responsible.

Furthermore, the Township reserves the right to consider Interim Performance Evaluation(s), in determining if a Bidder is Responsible, where a Final Performance Evaluation has not yet been completed, OR in addition to a completed Final Performance Evaluation.

Where a Contract has multiple departments or agencies completing an Evaluation (either Interim or Final), the Vendor's overall performance rating for either an Interim Evaluation or Final Evaluation shall be based on the lowest evaluation rating received by a department or facility.

## 10 Vendor Response Process

The Vendor shall have ten (10) business days to:

- i. Submit a written response to an Interim or Final Performance Evaluation, utilizing the Township's response form and /or
- ii. Submit a written request to appeal a Final Performance Evaluation rating, utilizing the Township's response form.

If no response is received within the above noted timeframe the Evaluation rating shall be considered final.

## **11 Appeal Process**

- 11.1 Within thirty (30) business days) of receiving an appeal response form in respect to a Final Performance Evaluation Form, the Township will conduct a full review of the appeal and render a final decision based on the appeal information. The Township may request additional information from the Vendor in order to conduct a full review. Any Disqualification Period in place, shall be upheld during an appeal under review by the Township. The Township's decision shall be final and binding on all parties.

## Vendor Performance Evaluation Form

<b>Vendor Name:</b>
<b>Vendor Contact:</b>
<b>Description of Contract:</b>

Evaluation Criteria	Ranking (per policy)	Score out of 10	Evaluator Comments
<b>Administration:</b> -Invoice accuracy -Customer service -Communication			
<b>Quality of Project/Project Management</b> -Project Delivery -Quality of Workmanship -Project Management - Communication			
<b>Timelines</b> -Adherence to project schedule			
<b>Cost Control:</b> -Number of Change Orders -Costs of Additional Service or work -Compliance with Original Contract price			
<b>Health and Safety:</b> -Adherence to Act -Injuries or 'close calls'			
<b>Total Score</b>		<b>/50</b>	= _____ %

<b>Evaluator Name:</b>	<b>Signature:</b>
<b>Supervisor Name:</b>	<b>Signature:</b>

**Date of Evaluation:** \_\_\_\_\_

## VENDOR REPLY TO THE TOWNSHIP OF MALAHIDE

The Vendor has ten (10) business days to submit an appeal to the Township.

If no response is received within the ten (10) business day timeframe the evaluation will be deemed final and binding.

<b>Please fill out and email: <a href="mailto:purchasing@malahide.ca">purchasing@malahide.ca</a></b>	
Business Name:	
Contract No. & Description:	
Address:	
Phone Number:	
Fax Number:	
Contact Name and Title:	
Contact Phone:	
Contact E-mail:	
Vendor Comments:	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date