



PROCUREMENT POLICY

Schedule A to By-law No. 2019-0057

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Revision:

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Part I: Definitions

As used herein the following definitions shall apply unless otherwise indicated:

1. Definitions

1.1. The following definitions apply to this Policy:

“Authorized Officers” means the Mayor, Chief Administrative Officer, Treasurer or Clerk for signing purposes.

“Award” means the approval given by the Department Head to enter into a Contract.

“Bid(s)” means a tender, quotation, proposal or other form of submission from a prospective Supplier in response to a Request for Quotations, Request for Tenders, or other Bid Request for the purchase of goods or services issued by the Township of Champlain, which is subject to acceptance or rejection.

“Bid Deposit” means a financial guarantee to ensure that the successful Bidder will enter into an agreement.

“Bid Request” means all documents which solicit a response with respect to supplies or services, including, but not limited to, a Request for Information, Request for Proposals, Request for Qualifications, Request for Quotations, or Request for Tenders.

“Bidder” means any proponent, respondent, or other person or entity who has obtained official procurement documents for the purpose of submitting or who has submitted a Bid in response to a Bid Request.

“CETA” means the Canada-European Union (EU) Comprehensive Economic and Trade Agreement.

“CFTA” means the Canadian Free Trade Agreement.

“Chief Administrative Officer” (CAO) means the Chief Administrative Officer of the Township of Champlain.

“Construction” means construction, reconstruction, demolition, repair, or renovation of a building, structure, or other civil engineering or architectural work, and includes site preparation, excavation, drilling, seismic investigation, supply of products and materials, and supply of equipment and machinery, if they are included in and incidental to the construction, installation, and repair of fixtures of a building, structure, or other civil engineering or architectural work, but does not include professional consulting services related to the construction Contract, unless they are included in the procurement.

“Contract” means a binding agreement between two or more parties that creates an obligation to provide or sell goods or perform services, which may be evidenced by an agreement executed by the Township and a Supplier in accordance with this Policy.

“Contractor” means a person or entity having a Contract with the Township for the delivery of goods or services.

“Council” means the Council of the Township of Champlain

“Department” means an organizational business or service unit of the Township to which Council has allocated a budget.

“Department Head” means the person responsible for the management and operational control of a Department within the Township.

“Digital Bid Bond” (e-Bond) means a Bid Bond in an electronically verifiable/enforceable format.

“Electronic Tendering System” means a world wide web or internet based system that is used by purchases of goods and/or services to submit requests (such as Merx).

“Emergency Purchase” means a situation where, in the opinion of the Chief Administrative Officer or Department Head, the immediate purchase of goods and services is essential. Such a situation shall include a need to prevent an imminent or actual danger to the life, health, or safety of a Township employee or to the public, to prevent delays in service delivery, to prevent or remedy damages to municipal properties, or to restore an essential service, and may include, but is not limited to, an emergency declared under the *Emergency Management and Civil Protection Act*.

“Finance Department” means the Finance Department of the Township.

“Goods and Services” means all supplies, equipment, materials, services (including without limitation, insurance, professional consulting services, and Construction contracts) to be supplied or furnished by a Supplier and all components thereof.

“Invoice” means a document showing the details and the cost of goods purchased and/or services received from a supplier. An invoice shall clearly identify the supplier, be addressed to the Township of Champlain and show the sales tax charged on goods and services as well as the sales tax number.

“Invoice Approval” means the approval format as prescribed by the Finance Department of the Township from time to time.

“Irregularity” in reference to the contents of a Bid means a departure from the strict requirements of a Bid Request as reflected in the Bid Documents.

“OQTCA” means the Ontario Québec Trade and Cooperation Agreement.

“Partner” A corporation or a community agency with which an agreement is currently in place for the exchange or the delivery of goods and/or services.

“Procurement” means the acquisition by any means, including by purchase, rental, lease of goods, services, or construction, but does not include:

- a. any form of government assistance such as grants, loans, equity infusion, guarantees, or fiscal incentives; or
- b. government provision of goods and services to persons or other government organizations.

“Purchase Designate” means an employee designated by a Department Head and approved by the Chief Administrative Officer to exercise any or all responsibilities with respect to this Policy.

“Quotation” means a response to a Request for Quotations for prices on specific goods and/or services from selected suppliers, submitted in writing as specified in the Request for Quotations.

“Request for Information” (RFI) means a process where information is requested from suppliers regarding the feasibility and availability of specific goods and/or services in the marketplace and to determine if there are enough suppliers to justify a Request for Proposals. The responses to a RFI can be used to pre-qualify suppliers for an upcoming Request for Proposals.

“Request for Proposals” (RFP) means a formal request for details on the supply of goods or the provision of services, which cannot be fully defined or specified at the time of the request.

“Request for Qualifications” means a document used for evaluating suppliers based on issues such as capacity, adequacy of personnel, past record experience, etc. The responses to a Request for Qualifications can be used to pre-qualify suppliers for an upcoming Request for Proposals.

“Request for Quotations” means a document that describes the supplies or services required and which requires proposals in the form of a written Quotation.

“Request for Tenders” (RFT) means a formal, publicly advertised request for Bids for the supply of goods and/or services.

“Services” means requirements of the Township that are not goods or supplies.

“Single Source” means there is more than one (1) source in the open market, but for operational reasons, only one (1) supplier is recommended for providing the particular product or service. This indicates a non-competitive purchase.

“Sole Source” means there is only one (1) known source of supply of a particular product. This product could be copyrighted, trademarked, or simply not available for general purchase.

“Successful Bidder” is the Bidder selected by the Township of Champlain to provide goods and/or services in response to a Bid Request.

“Supplier” means any person or company supplying goods or services to the Township.

“Supplies” means goods, items, merchandise, material, and equipment.

“Trade Agreements” means CFTA, OQTCA and CETA.

Part II: Procurement Policy Goals

- 2.1 To ensure openness, fairness, accountability and transparency while protecting the financial best interests of the Township of Champlain “Township”, Council, staff, suppliers and residents by providing clear direction.
- 2.2 To ensure that all purchases of materials, supplies, and services provide for consistent and lowest costs, as well as the required level of quality and service.
- 2.3 To encourage the procurement of goods and/or services with due regard to the preservation of the natural environment, Suppliers may be selected to supply goods or provide services made by methods resulting in the least damage to the environment. Consideration may be given to energy efficiency, reduction in solid waste for disposal, reduction in chemical emissions, and incorporation of recycled materials where practicable. When feasible, and when stated in the tender documents, preference may be given to those purchases that reduce the life-cycle costs.
- 2.4 To have regard to the accessibility of persons with disabilities in the procurement of goods and/or services purchased by the Township of Champlain.
- 2.5 To promote the use of innovation and the use of technology in procurement activities to ensure the utilization of the most efficient and effective processes and practices.

Part III: General Provisions

Application of Policy

- 3.1 The provisions of this Policy shall be followed by all Persons who act on behalf of the Township in: (i) the issuance of a Bid Request; (ii) the conduct of a Bid Request; and (iii) the making of an Award.
- 3.2 The Purchase of Goods and/or Services listed in Appendix A attached to this Policy are exempt from the provisions of this Policy.
- 3.3 The terms of this Policy are applicable to the Township *mutatis mutandis*. Any Person carrying on activities on and from Township property must refer to the appropriate Department Head all proposals for Purchases of any Goods or Services that will be used by such Person on Township property and will thereafter become the property of the Township.

Compliance with Legislation and Trade Agreements

- 3.4 Purchasing by the Township may be subject to the provisions of Trade Agreements or applicable legislation.
- 3.5 Where a Trade Agreement or applicable legislation is in conflict with this Policy or requires or mandates deviation from the policies contained herein, the Trade Agreement or applicable legislation shall take precedence.
- 3.6 The Municipal Act, 2001, Subsection 270(1) provides that a municipality shall adopt a policy for its procurement of goods and services. Integrity is required in procurements to maintain the public's trust and reduce the Township's exposure to legal risk, achieved the requirement of complying with all applicable laws. Procurement at the Township must be conducted in accordance with all laws, regulations and standards, including but not limited to:
 - (i) Municipal Act and Regulations
 - (ii) Municipal Freedom of Information and Protection of Privacy Act and Regulations
 - (iii) Discriminatory Business Practices Act, R.S.O. 1990, Chapter D.12
 - (iv) Accessibility for Ontarians with Disabilities Act and Regulations;
 - (v) Occupational Health and Safety Act and Regulations;
 - (vi) Competition Act (R.S.C., 1985, c. C-34) and Regulations;
 - (vii) Municipal Conflict of Interest Act and Regulations;
 - (viii) Income Tax Act and Regulations;
 - (ix) Ontario Business Corporations Act
 - (x) Ontario Expropriations Act

3.7 Procurement activities at the Township must comply with the applicable sections of the following, but not limited to trade agreements as amended from time to time:

- (i) Canadian Free Trade Agreement (CFTA)
- (ii) Ontario and Quebec Trade and Cooperation Agreement (OQTC)
- (iii) Canada-Europe Union (EU) Comprehensive Economic and Trade Agreement.

Restrictions

3.8 No Person shall approve or initiate the Purchase of Goods and or Services except in accordance with the terms and conditions set out in this Policy.

3.9 No Person shall divide any Contract or Bid Request into two or more parts with the intent of avoiding the application of the provisions of this Policy.

Conflict of Interest

3.10 The submission of all bids must include a Statement by Bidder Appendix E that there is no actual, potential, or perceived conflict of interest in that Bidder submitting a Bid in respect of that Procurement Process, or where there is an actual, potential, or 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 perceived conflict of interest, the Department Head shall review the details and, in consultation with the Township's Legal Advisor, determine if the actual, potential, or perceived conflict of interest serves to disqualify that Bidder from further participation in the Procurement Process.

3.11 Elected Officials shall not approve nor acquire any goods or services.

3.12 The Township shall make no purchase of goods or services for the personal use of elected or appointed Officials or employees or any member of their respective families except programs authorized by Council.

3.13 No goods or services shall be purchased from an Officer or employee of the Township, or from any associate of such Officer or employee, unless the extent of the interest of such Officer or employee has been fully disclosed and the CAO has approved the purchase.

3.14 All types of procurement must meet the conflict of interests and corporate gifts sections of the Township's code of conduct.

No Lobbying

3.15 No bidder or potential bidder shall contact any member of Council or any Township employee to attempt to influence the award of the Bid. Any activity

designed to influence the decision making process of a Bid Request, including but not limited to, contacting any member of Council or registering as a delegate to a Council or Committee of Council meeting prior to an award of a contract or contacting Township employees for such purposes as meetings of introduction, social events, meals or meeting related to Bid solicitation may result in disqualification of the Bidder for the Bid Request to which the influential activity is deemed to be directed.

- 3.16 Notwithstanding the above, this prohibition does not apply to meetings specifically scheduled by the Township for presentation or negotiations, or to questions which Bidders may pose for clarifications of the Bid requirements.
- 3.17 A bidder who violates this provision may be prohibited from further bid solicitation opportunities for up to three (3) years as determined by the Township.

Authorizations and Responsibilities

Delegated Authority

- 3.18 Council has ultimate authority for all expenditures. Council delegates this authority to Department Heads by approving budgets or by specific resolutions. Notwithstanding sections 5.19 to 5.21 of this Policy, Department Heads cannot procure any item exceeding \$10,000 that has not been authorized by Council through budgetary appropriation or a specific resolution. This Policy provides guidelines outlining how spending authority is to be used.
- 3.19 The list of Department Heads to whom authority is delegated to carry on Procurement activities are identified in Appendix B attached to this Policy. Unless otherwise provided in this Policy, Department Heads shall have full authority and responsibility for the conduct of the Bid Request (including without limitation, the preparation, issuance and advertising of Bid Documents) and the Award of the Contract.
- 3.20 Department Heads are responsible for procurement activities within their Department and are accountable for achieving the specific objectives of the procurement project.
- 3.21 Department Heads have the authority to award Contracts in the circumstances specified in this Policy, provided that the delegated power is exercised within the limits prescribed in this Policy and that the requirements of this Policy are met.
- 3.22 Before entering into a procurement process, the Department Head shall ensure that the goods or services needed are not already covered under an exclusive Contract agreement binding the Township.

- 3.23 Department Heads are responsible for approval of accounts within the approved budget for their Department or any amendment thereto as approved by Council.

Council Approval

- 3.24 Unspecified expenditures in the annual estimates in excess of \$10,000 require prior Council approval by way of a resolution. Expenditures up to \$10,000 that are not included in the budget require prior approval by the Department Head and Treasurer.
- 3.25 Resolutions to approve budget amendments or special appropriations shall contain a description of the purpose of the expenditure, cost estimates or expenditure limitation, and the fund within which an appropriation has been provided. All reports by Department Heads recommending such resolutions shall require the Treasurer's authorization.
- 3.26 Resolution to approve any proposed Bid Request in connection with a procurement where the Total Acquisition cost, or in the case of proposed multiple Bid Requests with respect to a particular project or program, the sum of the respective proposed Total Acquisition Costs and other related expenses, which is the greater of \$10,000 or 20% higher than the amount of the Council approved budget for such project or program.
- 3.27 The Contract is subject to Council's approval, when a major irregularity precludes the award of a tender to the supplier submitting the lowest responsive Bid.
- 3.28 Resolution to approve the Award of a Proposed Contract or the making of a proposed Bid Request in respect of the procurement of a Good and/or Service that is known to be available from only one source of supply or the making of a proposed Bid Request where the Bid Request is to be restricted to a single source of supply because standardization or compatibility of supply is determined by the Department Head as being the overriding consideration in the selection of a Bid and where the Total Acquisition Cost of such Good and/or Service exceeds \$25,000;
- 3.29 Resolution to approve any proposed cooperative procurement (piggyback tender) in which the policies of the agency or public authorities calling the cooperative Bid Solicitation are not consistent with this Policy;
- 3.30 Council must approve any Contract prescribed by statute.
- 3.31 No provision of the Policy precludes a Department Head from submitting an award to Council where, in the opinion of a Department Head and the CAO, it is in the best interest of the Township to do so.

CAO Approval

- 3.32 The Contract is subject to the CAO's approval, when a substantive objection emanating from the Bid Request has been filed with the Department Head.
- 3.33 The CAO has the authority to instruct a Department Head not to award a Contract, may direct staff to submit recommendations to Council for approval, and may also provide additional restrictions concerning procurement where such action is considered necessary and in the best interests of the Corporation.
- 3.34 A Department Head may delegate his authority to a Manager, Supervisor, or Designate, provided the Designate follows the requirements of this Policy. The CAO must approve any such appointment in writing, and the appointment must specify the maximum amount up to which the Department Head has authority to purchase goods and services. A copy of the appointment must be forwarded to the Finance Department.

Treasurer Approval

- 3.35 Between the last regular meeting of Council in any year and the adoption of the budget estimates for the next year, the Treasurer is authorized to pay the accounts of any business transaction for the Township that are required to maintain services. This shall include the payment of accounts for previously approved capital items and projects.

After the adoption of the budget estimates, the Treasurer is authorized to pay accounts approved by the Department Heads and to pay contact amounts upon receipt of evidence of value received and approval of the Department Head.

Part IV: Preparing for a Bid Request

Bid Documentation

- 4.1 All documents related to Procurement activities, including without limitation, all Bid Requests and Bid Documents, shall be reviewed by the Township's Treasurer before release to prospective Bidders to ensure:
- (i) compliance with this Policy;
 - (ii) internal consistency between any Bid Documents that are proposed to be issued and those that have been issued by the Township in the past; and
 - (iii) that any substantive amendments to standard clauses have been approved by the Township's legal counsel.
- 4.2 The Department Head may seek out the expertise of engineers, lawyers, architects, planners and other qualified professional consultants for assistance in the design of Bid procedures and in the preparation of Bid Requests and Bid Documents.
- 4.3 The Bid Documents issued in connection with every competitive Bid Request shall contain:
- (i) a privilege clause advising Bidders that the lowest or any Bid may not necessarily be accepted;
 - (ii) a provision reserving the right of the Township to cancel the Bid Request at any time up to the Award of a Contract;
 - (iii) Bid Deposits requirements (if applicable);
 - (iv) Insurance requirements;
 - v) Statement of bidder (Appendix B)
- 4.4 The Department Head shall ensure that all terms and criteria, apart from price, that are to be relied upon in awarding a Contract be fully disclosed in the Bid Documents.

Advertisement of Bid Requests

- 4.5 Bid Requests in respect of Procurements having a Total Acquisition Cost in excess of \$50,000 shall be advertised on an Electronic Tendering System in addition to any other advertising or issuance

- 4.6 In addition to the minimum standards set out in this Policy, Bid Request advertisements may be supplemented by other means of notification where deemed appropriate by the Department Head in keeping with the stated goals and objectives of this Policy as set out in Part II.
- 4.7 The minimum advertisement period for Bid Requests shall be seven (7) days from the posting of the Bid Request.

Bid Deposits

- 4.8 Bid Bonds shall be required to accompany Bids in the following circumstances:
- (i) All Bids for municipal construction projects estimated to cost more than \$100,000;
 - (ii) Other projects or special contracts and purchases as deemed appropriate by the Department Head.
- 4.9 Bid Bonds shall be not less than 10% of the estimated value of the work before bidding, or an amount equal to a minimum of 10% of the Bid submitted.
- 4.10 A Bid Bond shall be issued in Canadian currency by a recognized bonding company currently licensed to operate in the Province of Ontario, naming the Township as the creditor. A Bid Bond must be irrevocable and open for Bid acceptance for at least sixty (60) days from the date of Bid closing.
- 4.11 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, certified cheque, bank draft, irrevocable letter of credit, money order or an e-Bond as acceptable to the Treasurer. A scanned PDF copy of a Bid Bond is not an e-Bond and is therefore not acceptable. All instruction details for accessing authentication should be included with the uploaded Bond. For more information regarding e-Bonds, Bidders are encouraged to contact their surety.
- 4.12 Any costs associated with Bonds are the responsibility and cost of the Bidder. No interest will be paid on any Bid deposit.
- 4.13 It is noted that the Bid Bond is a guarantee that the Contractor or supplier will execute a Contract agreement with the Township for the delivery of the services, material, or equipment provided for in the applicable Bid Request documents.
- 4.14 All Bid deposits shall be payable to the Township. Unless otherwise mentioned, the Township shall return all Bid Deposits, except the lowest Bid and the next lowest Bid, within twenty (20) business days after the close of the Bids, unless

some anomalies are found in the analysis of the two (2) lowest Bids in which case, the third (3rd) lowest Bid Deposit will be retained. The Bid Deposits retained by the Township shall be released after execution of the Contract agreement and submission to the Township of all documents required for the Contract. If the Bidder refuses or neglects to execute the Contract agreement or to submit the required documents as specified by the Township in its Bid Request documents within a delay of three (3) weeks after the date of the Contract award, the Township, in its sole discretion, may act upon a Bid Bond in its possession relating to the specific Bid Request documents for default of the Bidder, and the Township has full, unfettered rights to use the funds in its sole discretion, and any Bidder who has defaulted as herein shall have no claim whatsoever against the Township for such action taken by the Township.

Security Requirements

- 4.15 Performance, Labour and/or Material Payment and/or Maintenance Bonds are required for all construction projects exceeding \$100,000; bonding amount shall not be less than 50% of the Bid amount.
- 4.16 All Bonds must be signed originals. No faxes or photocopies will be accepted.
- 4.17 Once the Contract is granted, and where required, the Contractor must provide to the Township, at his cost, a Performance Bond in the amount specified in the Bid Request documents. Such bond must be deemed satisfactory by the Township.
- 4.18 The Performance Bond shall unconditionally guarantee that the work will be satisfactorily completed, or the materials supplied, or both, within the terms of the Contract, up to the face value of the Bond. In other words, the bonding company will be liable whenever the Contractor is liable. Without limiting the generality of the foregoing, such bond shall cover extensions to the Contract, modifications thereof, and a twelve (12)-month maintenance guarantee. The bonding company shall NOT replace a prime Contractor or Sub-Contractor without prior approval of the appropriate Department Head or Consultant of the Township.
- 4.19 Contracts for more than \$500,000 shall be secured by a Performance Bond and a Labour and Material Payment bond in accordance with the provisions of Section 85.1 of the *Construction Act*, R.S.O. 1990, c. C30.

Insurance Requirements

- 4.20 The following insurance requirements are standard for procurement for goods, services or construction on behalf of the Township. The successful Bidder shall provide the Township with an insurance certificate as follows:

- (i) Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5 million per occurrence of \$5 million. Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad-form property damage; owners & Contractors protective; occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; Non-Owned Automobile; cross liability and severability of interest clause.

If applicable, the Commercial General Liability Insurance policy shall not contain any exclusions of liability for damage, etc. to properties, buildings, or land arising from:

- a. removal or weakening of support of any property, building, or land, whether such support is natural or otherwise;
- b. use of explosives for blasting;
- c. vibration from pile driving, or caisson work, if minimum coverage for any such loss or damage is \$5 million.

The Township shall be added as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

- (ii) Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the Services covering liability for bodily injury, death, and damage to property, with a limit of not less than \$2 million inclusive for each and every loss.
- (iii) Professional Liability (Errors and Omissions) Insurance coverage shall be obtained to a limit of not less than \$2 million. If such insurance is written on a claim-made basis, the policy shall contain a twenty-four (24)-month extended reporting period or shall be maintained for a period of two (2) years subsequent to conclusion of services provided under this Agreement. The Township shall be added as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.
- (iv) Environmental Impairment Liability with a limit of not less than \$2 million per Incident. Coverage shall include Third Party Bodily Injury and Property Damage, including on-site and off-site clean-up. Coverage shall not be limited to sudden & accidental. If such insurance is issued on a claims-made basis, the policy shall contain a twenty-four (24)-month extended reporting period or shall be maintained for a period of two (2)

years subsequent to conclusion of services provided under this Agreement. The Township shall be added as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

Any and all deductibles applicable to the above-noted insurance policies shall be the sole responsibility of the Named Insured, and the Township shall bear no cost towards such deductibles.

The Contractor is responsible to effect physical damage on their assets/equipment—failure to do so will not impose any liability on the Township.

- (v) If required, the Contractor shall provide and maintain during the term of the Contract, Broad Form Builders' Risk and Equipment Breakdown insurance coverage to the full replacement cost of the existing building and all improvement and renovation construction costs. Such insurance shall be written on an All-Risk basis including earthquake, flood, sewer backup, and equipment testing/commissioning. The policy shall not contain an exclusion for resultant damage from freezing. The policy shall be issued in the name of the Contractor and the Township and shall name the Township as a loss payee as their interests may appear to the replacement value of the completed building including improvement and renovation costs.

- 4.21 The successful Bidder must provide, at his or its cost, a certificate of insurance verifying the above-noted coverage prior to the effective date of the Contract, to the satisfaction of the Township, and in force for the entire Contract period.
- 4.22 The successful Bidder must provide an endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without giving the Township a written notice of thirty (30) days;
- 4.23 The Township reserves the right to assess exposures and add additional insurance requirements when deemed necessary.
- 4.24 The successful Bidder shall indemnify and save harmless the Township, their elected officials, officers, employees, and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Bidder, their officers, employees, agents, or others to whom the Bidder is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Bidder in accordance with this agreement and shall survive this agreement.

- 4.25 Depending on the size and scope of the contract, the CAO or Treasurer in collaboration with Department Heads can modify the insurance requirements.

Discretionary Power

- 4.25 The Bidder acknowledges that the Corporation shall have the right to reject any, or all, Bid(s) for any reason, or to accept any, or all, Bid(s), which the Township in its sole unfettered discretion deems most profitable. The lowest Bid, or any Bid, will not necessarily be accepted, and the Township shall have the unfettered right to:

- i) accept a non-compliant Bid;
 - ii) accept a Bid which is not the lowest Bid;
 - iii) reject a Bid that is the lowest Bid even if it is the only Bid received;
 - iv) request clarification or further information regarding any item in a Bid;
 - v) consider any alternate goods, services, terms, or conditions that may be offered, whether such offer is contained in a Bid or otherwise;
 - vi) breakdown a Bid request, or any agreement negotiated in connection with same, into multiple parts and accept proposals (or portions thereof) from more than one (1) Bidder;
 - vii) enter negotiations, at any time before or after a proposal submissions deadline with anyone, in relation to the subject matter hereof;
 - viii) reject, if applicable, any Bidder's recommendation of any Sub-Contractor or any other third (3rd) party associated with a Bid and jointly, along with such Bidder, determine alternate acceptable third (3rd) parties;
 - ix) extend or otherwise vary the proposal submission deadline, or any other timeline set out within the Bid Request;
 - x) revise or modify the Bid Request;
 - xi) withdraw or cancel the Bid Request, in whole or in part, whether having received any response thereto or not; and
 - xii) waive any of the stated requirements set out in a Bid Request or request non-compliant proponents to rectify any non-compliance within such time as the Corporation may require.
- 4.26 During the evaluation of the Bids, the Township reserves the right to consider:
- i) information provided in the Bid document itself;
 - ii) information provided in response to credit and industry reference enquiries set out in the Bid;
 - iii) information provided in response to enquiries made by the Township of third (3rd) parties, apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Bidder;
 - iv) the manner in which the Bidder provides services to others;
 - v) the experience and qualification of the Bidder's senior management and project management;

- vi) the compliance of the Bidder with the Township's requirements and specifications; and
 - vii) innovative approaches proposed by the Bidder in the Bid.
- 4.27 The Bidder acknowledges that the Township may rely upon the criteria that the Township deems relevant, even though such criteria may not have been disclosed to the Bidder. By submitting a Bid, the Bidder acknowledges the Township's rights under this section and absolutely waives any right or cause of action against the Township and its consultants, by reason of the Township's failure to accept the Bid submitted by the Bidder, whether such right or cause of action arises in Contract, negligence, or otherwise

Conditions Applicable to All Bids

- 4.28 The following conditions apply to all Bids:
- i) Bid documents must be submitted and received in the manner specified in the Bid Request document. No exceptions are permitted.
 - ii) A bidder who has already submitted a Bid may recall his Bid and resubmit a new Bid at any time up to the official closing time.
 - iii) A Bidder may withdraw his Bid at any time up to the official closing time.
 - iv) All Bids shall first (1st) be checked by the Department Head or Purchasing Designate to ensure that:
 - Statement by Bidder is filled out in full by an individual who has the authority to bind the company or corporation;
 - any other documents as requested in the Bid Request have been included;
 - the Bid Deposit is sufficient and in an acceptable form; and
 - all other Bid Request requirements have been met.
- 4.29 Bids may be rejected for the reasons specified in Appendix D.

Information to Bidders

- 4.30 All prospective suppliers of goods or services should ensure that they are familiar with the Township's Procurement Policy. The Policy is available on the Township's website at all times. (www.champlain.ca).
- 4.31 Bidders shall carefully examine and study all of the Bid Request documents, drawings, specifications, work sites (if applicable), etc., to ensure that all conditions affecting the Contract and the detailed requirements have been met.
- 4.32 Should a Plan Taker find discrepancies in, or omissions from the Bid Request documents, or should he or she be in doubt as to the meaning, he or she shall clarify them by requesting clarifications to the Township, as per the stipulations of the Bid Documents. An addendum will then be available to all Plan Takers. No oral explanation or interpretation will be provided.

- 4.33 Where sub-trades are to be used, a complete list showing the sub-trades name shall accompany the Bid submission. Sub-trades may be changed by the main Contractor but only on written approval by the appropriate Department Head or the Township's Consultant.
- 4.34 The Bidder shall provide a clearance certificate from the WSIB (or other Province equivalent) as specified in the Bid request. This clearance certificate is required in order to verify the firm's standing with the Board at the time of the recommendation to award this Contract.
- 4.35 The estimate of quantities as shown in the Bid Request documents shall be used as a basis of calculation upon which the award of Contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Township.
- 4.36 The unit price or lump sum price for all items in the Schedule of Quantities and Unit Prices shall be deemed to be full compensation for all the works including all necessary labour, equipment, and materials specified in the Special Provisions, standard specifications, and additional specifications.
- 4.37 After notification of award, the successful Bidder will be responsible for adhering to the following, as applicable to the Bid Request documents requirements:
- (i) The successful Bidder shall be bound to execute the Contract agreement and to file satisfactory bonds and insurance policies and a WSIB (or other Province equivalent) clearance letter, as required herein, with the Township within a delay of three (3) weeks to the date of Contract award, and these documents shall be maintained by the Township until Contract completion.
 - (ii) Failure to execute the Contract or to file satisfactory bonds and insurance policies and WSIB (or other Province equivalent) clearance letter as required by the Bid Request document within the specified period shall be just cause for the cancellation of the Contract award and the forfeiture of the Bid Deposit to the Township, not as penalty, but in liquidation of damages sustained. The Township shall then have the right to award the Contract to any other Bidder or to reissue the Bid Request documents.
- 4.38 Payments to the Contractor, holdbacks and their release, as well as certificates of substantial performance and completion under this Contract shall be in full compliance with the provisions of *The Construction Act*, R.S.O. 1990, unless otherwise specified.

- 4.39 In his or its Bid price, the Bidder shall be deemed to have made due allowance for the publication of a copy of the certificate of substantial performance as set out in the regulations, in order to facilitate the holdback release under the substantial performance certificate.
- 4.40 Successful Bidders shall be responsible for all permits.
- 4.41 The Contract must be completed by the time specified in the Bid Request documents or as agreed upon in the Contract.

Part V: Purchasing Methods

5.1 Appendix C applies to this section.

Informal Low Value Procurement : Procurement Between \$5,000 and \$10,000

5.2 At the discretion of the Department Head and whenever practical and possible, a documented solicitation of 2 or more quotations may be undertaken for procurement between \$5,000 and \$10,000 inclusive.

Informal Request for Quotation: Procurement Between \$10,000 and \$25,000

5.3 A documented solicitation of 3 quotations must be undertaken for procurement having a total estimated cost of between \$10,000 and \$25,000.

Request for Quotation: Procurement Between \$25,000 and \$50,000

5.4 A Request for Quotation shall be issued for procurement having a total estimated cost of between \$25,000 and \$50,000 where the Supplier is not a single source vendor.

Request for Tender: Purchases Exceeding \$50,000

5.5 A Request for Tender shall be used for any purchases of goods and/or Services having a total estimated cost exceeding \$50,000.

Request for Proposal

5.6 For Purchases having a total estimated cost exceeding \$10,000, a Request for Proposal shall be used in place of a Request for Tender or a Request for Quotation in circumstances where, in the opinion of the Department Head:

- (i) Owing to the nature of the project:
 - the project requirements are not capable of being specifically delineated;
 - Bidders are invited to propose a solution to a problem, requirement or objective; and
 - the selection of a Supplier is to be based on the effectiveness of the proposed solution rather than on price alone; or

- (ii) It is expected that negotiations with one or more Bidders may be required with respect to any aspect of the requirement.

5.7 In preparing an Evaluation Grid, Department Heads shall use evaluation criteria which may include factors such as location, approach, equipment and facilities, experience and qualifications, methodology, past performance and scheduling, price and strategy.

- 5.8 The Department Head may Award a Contract emanating from Bids in response to a Request for Proposal provided that:
- (i) The Award is made to the Bidder meeting all mandatory requirements and determined, by reference to an Evaluation Grid, as providing best value;
 - (ii) Sufficient funds are available and identified in appropriate accounts within Council Approved Budgets; and
 - (iii) The provisions of this Policy are complied with.
- 5.9 The Department Head shall follow the provisions of Part VIII regarding the form of Contract required to complete the purchase.

Request for Expressions of Interest

- 5.10 The Department Head responsible for the purchase of goods, services or construction may conduct a Request for Expressions of Interest for the purposes of determining the availability of any goods, services or construction.
- 5.11 The receipt of a submission in response to a Request for Expressions of Interest shall not create any contractual obligation on the part of the Township.
- 5.12 A Request for Expressions of Interest may be conducted as a pre-condition to another procurement procedure set out in this policy.

Request for Pre-Qualification

- 5.13 The Department Head responsible for the purchase of goods and/or services may conduct a Request for Pre-Qualification for any goods, services or construction for the purpose of selecting qualified Bidders to respond to a Bid, if the nature of the work performed requires ascertainable minimum standards.
- 5.14 When a Request for Pre-Qualification is issued, a pre-qualification Bid document shall be provided to potential Bidders setting out the criteria for pre-qualification, which may include:
- (i) Experience of similar work;
 - (ii) references provided by customers in respect of similar work;
 - (iii) verification of applicable licenses and certificates, if applicable; and
 - (iv) financial capability of the Bidder.
- 5.15 The selection of potential Bidders following a Request for Pre-Qualification shall not create any Contractual obligation between the Township and any pre-qualified Bidder.

Non-Competitive Procurements: Suppliers of Specialized goods and/or Services

5.16 A non-competitive process shall be used if one (1) or more of the following conditions apply and a process of negotiation is undertaken to obtain the best value in the circumstances for the Township:

- i) when the proposed acquisition is a **sole source** acquisition due to:
 - a statutory or market-based monopoly;
 - rarity of supply in the market;
 - the existence of exclusive rights such as patent, copyright, or licence; or
 - the complete items, services, or systems being unique to one (1) supplier and not alternatives or substitutes existing within Canada.
- ii) when the proposed acquisition is a **single source** acquisition and one (1) or more of the following reasons for selecting a particular supplier apply:
 - the need for compatibility with goods/services previously acquired and there are no reasonable alternatives, substitutes, or accommodations;
 - the need to avoid violating warranties and guarantees where services/support is required;
 - the extension of an existing Contract would prove more cost effective or beneficial;
 - due to market conditions, required goods/services are in short supply;
 - the required goods/services are to be supplied by a particular Bidder having special knowledge, skill expertise, or experience, which cannot be provided by any other person, or
 - 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.
- iii) An attempt to purchase the required goods/services has been made in good faith, using a competitive Bid process, and has failed to identify a successful Bidder;
- iv) The required goods/services are to be supplied as a result of an emergency as covered under sections 5.19 to 5.21 Emergency Purchases
- v) Where it is deemed to be in the best interests of the Corporation to negotiate with the Bidder as covered under sections 5.28 and 5.29; Purchase by Negotiation

5.17 A sole and single source listing will be kept by the Finance Department. This list will be presented to Council on an annual basis.

5.18 All non-competitive purchases over \$100,000 for goods and services and over \$250,000 for construction must be listed on the website as an awarded

Contract. To meet the reporting requirements from the Trade Agreements in place, regarding the use of limited tendering for purchases at/or above threshold, the following information shall be included:

- i) the name of the Supplier
- ii) the value of the procurement;
- iii) the kind of goods and services procured and;
- iv) the circumstances and conditions under which the limited tendering exceptions are claimed.

Emergency Purchases

- 5.19 In cases of emergency, as determined by a Department Head or the CAO, the purchase of goods and services may be authorized in accordance with this section.
- 5.20 Where the total cost of the purchase does not exceed \$50,000, the Department Head or CAO may authorize the purchase.
- 5.21 Where the total cost of the purchase exceeds \$50,000, the CAO may authorize the purchase, and a report shall be submitted to Council by the CAO, as soon as reasonably possible, setting out details of the purchase made pursuant to this authority and the circumstances justifying the action taken.

Contract Extensions

- 5.22 Prior to the actual expiring date of the contract, the Department Head shall commence the procedure either to acquire the goods/services by the appropriate procurement method or negotiate a contract extension. The Department Head shall consider the following points prior to initiating an extension:
- Is an extension cost effective or beneficial?
 - Are the best interests of the Township being served?
 - Were the previous bids competitive?
 - What are the current market conditions?
 - Have any new Suppliers expressed an interest in bidding on the contract?
 - Past performance from the current Supplier?
 - How does proposed pricing compare to the current CPI
 - How does proposed pricing compare to other local municipalities' costs?
 - How many previous extensions were negotiated?

Cooperative Purchasing and Piggyback

- 5.23 The Township may participate with other government agencies or public authorities in cooperative purchasing where, in the view of the Department Head it is in the best interest of the Township to do so and the policies of the

cooperative purchase venture are consistent with the Township's Procurement Policy.

- 5.24 Where other government agencies have included a Piggyback clause in their Bid Request, and with the Contractor(s) approval, The Department Head may decide to Piggyback on other government agencies or public authorities Contracts, where it is in the best interest of the Township to do so. The Township may also allow other government agencies or public authorities to Piggyback Contracts established by the Corporation with the approval of the Corporation's selected Contractor(s).

No Cost Procurement

- 5.25 A "no-cost" procurement is procurement for goods, services or construction where the Township will not bear any cost (expense or capital expenditure).
- 5.26 These types of procurement include revenue-generating opportunities and/or costs passed through a third (3rd) party.
- 5.27 No Cost Procurement shall be managed in the same manner and using the same procurement methods and corresponding approval requirements as any procurement that has a cost to the Township, depending on the estimated value of the No Cost Procurement.

Purchase by Negotiation

- 5.28 A formal Bid Request process may be waived and a Department Head or Purchasing Designate may purchase by negotiation with one (1) or more suppliers under the following conditions:
- i) When the proposed acquisition is a sole source, as covered in section 5.16 (i).
 - ii) When the proposed acquisition is a single source, as covered in section 5.16 (ii).
- 5.29 After a formal Bid Request process has taken place, a Department Head or Purchasing Designate may purchase by negotiation with one (1) or more suppliers under the following conditions:
- i) When an attempt to purchase the required goods/services has been unsuccessful, as covered in section 5.16 (iii).
 - ii) When two (2) or more identical Bids have been received and meet the specified requirements, the Department Head or Purchasing Designate may negotiate with the two (2) lowest Bidders, keeping all negotiations fair, ethical and well documented.

5.30 The Department Head must provide the CAO with valid justification for the types of procurement described above by means of a business case.

i) The business case must include all the pertinent facts that give rise to justifying the Single Source or Sole Source procurement. These facts will be contained in the Sole and Single Source listing as covered in section 5.16 (i) and (ii).

Purchase of Used Equipment

5.31 Provided that such expenditures have been approved in the budget process, a Department Head or Purchasing Designate is authorized to purchase used equipment that is sold by other municipalities, by private sale, or public auction; sold through a Vendor licensed to sell used equipment; by Sealed Bid; or by negotiation, provided that:

i) the equipment meets or exceeds the departmental equipment requirements;

ii) it is documented that it is financially profitable to purchase a used piece of equipment rather than purchase new equipment, and it is deemed acceptable to the Department Head;

iii) if the total expenditure on the used equipment exceeds \$10,000, a report will be forwarded to the CAO detailing the purchase information and expenses; and

Exemptions

5.32 A Department Head may request exemption from any or all of the purchasing processes outlined in this Policy by submitting a written report requesting same to the CAO. Any exemption must be requested and approved in writing, prior to making the purchase or signing a Contract, and a copy must be forwarded to the Finance Department. Any exemption request above \$25,000 must have Council's approval prior to making the purchase or signing a Contract. Exemption requests below \$25,000 require approval by the CAO.

5.33 When the CAO requires the exemption, his request shall be approved by Council

Corporate credit/purchase card

5.34 Corporate credit/purchase cards may be used by an authorized cardholder to purchase any eligible good or service where the total purchase price, including all applicable taxes, is within the cardholder's authorized monthly maximum.

All use of corporate credit cards must be in accordance with current procedures defined by the Treasurer and supported by valid authorized source documents.

All such source documents must be approved by the Department Head in accordance with Appendix B.

Part VI: Opening and Evaluating Bids

Opening Bids

- 6.1 All Bids, where the estimated Total Acquisition Cost exceeds \$25,000, shall be received at the Township office where they shall be opened with at least the CAO or designate and / or the Treasurer or designate present.
- 6.2 Bids received later than the specified closing time will be returned unopened to the Bidder.
- 6.3 Bidders may withdraw their bids at any time up to the official closing time specified in the Bid Documents in the manner specified therein.

Local Preference

- 6.4 The following legislative documents prohibit municipalities from adopting a Local Preference Policy:
 - i) The *Discriminatory Business Practices Act* (R.S.O. 1990, Chapter D12), as amended;
 - ii) CFTA; and
 - iii) CETA
- 6.5 The primary objective of the purchasing process is to acquire goods/services at the lowest possible cost, consistent with the demands of suitability, quality, service, and delivery capabilities.

Only Compliant Bids to be Considered

- 6.6 Subject to Section 7.6, in evaluating Bids, the Department Head shall not consider any Bids that are not in compliance with the terms and conditions set out in the Bid Documents.

Duty of Fairness to Bidders

- 6.7 The Department Head:
 - (i) shall not permit a Bidder to alter or amend his Bid once the time for Bid submissions tenders has closed;
 - (ii) shall act fairly, bargain in good faith, and not give any Bidder an unfair advantage over other Bidders; and
 - (iii) shall not conduct bid shopping or procedures akin to bid shopping.

Part VII: Problems Encountered in the Administration of Procurement Procedures

Where Strict Adherence to Policy Unmanageable

- 7.1 If, in the context of either the approval to issue a Bid Request, the actual conduct of a Bid Request, or the determination of whether the Township shall enter into a Contract and with whom, circumstances arise that, in the view of the Department Head, would make strict adherence to the provisions of this Policy difficult, impractical, unmanageable or would otherwise run counter to the stated goals of this policy or not be in the best interests of the Township, the Department Head shall:
- (i) advise both the CAO and Treasurer of the Township who shall together have joint authority to determine the appropriate action;
 - (ii) notify Council immediately or at the earliest possible opportunity.

Unresponsive or Excessive Bids

- 7.2 Where Bids are received in response to a Bid Request, but all are significantly in excess of project estimates or are non-compliant with or unresponsive to the Bid Documents then:
- (i) The Department Head may issue a revised Bid Request; or
 - (ii) The Department Head, Treasurer and CAO, jointly may enter negotiations with the lowest compliant Bidder to achieve an acceptable Bid within the project estimate.

Identical Bids

- 7.3 If the Lowest Compliant Bids from two or more Bidders are identical in total cost or unit price, as the case may be, the Department Head, in conjunction with the Treasurer and CAO, may enter into negotiations with the Bidders who have submitted the identical price in an attempt to obtain a lesser price and shall maintain a record in respect of such negotiations.
- 7.4 The Department Head, CAO, and Treasurer shall not reveal information pertaining to such negotiations or the manner in which the final price was determined to any of the Bidders concerned. The Department Head shall include as part of the record, a report concerning the results of such negotiations.
- 7.5 If the Lowest Compliant Bids from two or more bidders are identical in total cost or unit price, as the case may be, and negotiations for the purposes of

obtaining a lower price have not been successful, the Department Head may break the tie in a manner consistent with the provisions of the Bid Documents. In this regard, the Department Head shall not utilize any arbitrary means in order to break a tie, but may have regard to certain factors provided such factors are specifically identified in the Bid Documents as being available for consideration in the event of identical Bids.

Bid Irregularities

- 7.6 The procedure for administering Irregularities shall be as set out in Appendix D. The Department Head is directed to respond to an Irregularity in the manner specified in the third column.

PART VIII: FORMAL CONTRACT

- 8.1 Formal agreements shall be used for complex requirements which may contain terms and conditions other than the standard contractual terms and conditions.
- 8.2 Where it is deemed that a formal agreement is required, the formal agreement shall be reviewed by the Clerk and the Department Head. When required and applicable, the CAO and/or Treasurer will also review the formal agreement.
- 8.3 Authority to enter into a formal agreement shall be provided by Council in the form of a by-law authorizing the execution of the contract.
- 8.4 Where a formal agreement is required, the agreement shall be executed by the Mayor and Clerk or Authorized Officer.

Part IX: Other

Access to Information

- 9.1 The disclosure of information received relevant to the issue of Bid Requests or the Award of Contracts emanating from Bid Requests shall be in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M56, as amended. Any requests for information received shall be forwarded to the Clerk for action.

Accessibility

- 9.2 The Township of Champlain will incorporate accessibility criteria and features into its procurement of Goods and Services and facilities, whenever practical. Bid Documents shall, upon request, be made available in an accessible format to persons with a disability at no additional charge.
- 9.3 The Supplier, and all sub-contractors hired by the Supplier in the completion of its work, will meet or exceed compliance with all applicable regulations under the *Accessibility for Ontarians with Disabilities Act, 2005*, as may be amended from time to time. It is the responsibility of the Supplier to ensure that they are fully aware of, and meet all requirements under the Act and all applicable regulations.

Policy Review

- 9.4 The Treasurer will randomly review Departmental purchasing on an ongoing basis to assess the effectiveness and efficiency of the procedures and to ensure that this Policy has been consistently applied.
- 9.5 This Policy shall be reviewed periodically by the CAO, Treasurer and Department Heads and any amendments thereto shall be brought to Council for approval.

APPENDIX A: Goods and Services “Exempt” from Provisions of the Procurement Policy

1. Petty Cash Items
2. Training and Education
 - a) Conferences
 - b) Courses
 - c) Conventions
 - d) Memberships
 - e) Seminars
 - f) Periodicals
 - g) Magazines
 - h) Staff training
 - i) Staff development
 - j) Staff workshops
 - k) Subscriptions
3. Employee Expenses
 - a) Advances
 - b) Meal Allowances
 - c) Travel & Hotel accommodation
 - d) Entertainment
 - e) Miscellaneous – Non-Travel
4. Employer’s General Expenses
 - a) Payroll deduction remittances
 - b) Licenses (vehicles, elevators, radios, etc)
 - c) Debenture payments
 - d) Grants to agencies
 - e) Payments of damages
 - f) Tax remittances
 - g) Charges to/from other Government or Crown Corporations
 - h) Employee income
 - i) Petty cash replenishment
5. Professional and Special Services
 - a) Committee fees
 - b) Honoraria
 - c) Arbitrators
 - d) Mediators
 - e) Legal settlements
 - f) Contracts related to the provision of “controlled acts” by persons “governed by a health profession Act” as those expressions are used in the Regulated Health Professions Act, S.S. 1991, c18 as amended
6. Utilities
 - a) Postage
 - b) Water and sewer charges
 - c) Hydro
 - d) Telephone
 - e) Natural Gas

7. Advertising services required by the Township on or in but not limited to radio, television, newspaper and magazines
8. Bailiff or collection agencies

APPENDIX B: Delegated Authority

Procurement Authorizations

The following table shall determine the identity of the Department Head in respect of Budgetary Departments

Department Head	Operating Budget	Capital Budget	Other Authorizations
Chief Administrative Officer	All departments and sub departments	All departments and sub departments	
Treasurer	All departments and sub departments	All departments and sub departments	
Director Public Works	Roads <ul style="list-style-type: none"> • Administration • Bridges and culverts • Grass mowing – rural • Brushing and trimming • Ditching • Catch basins and gutters • Debris, litter pick-up • Grass maintenance – urban • Sidewalk and curb maintenance • Patching • Sweeping, cleaning • Grading, dust layer • Patching, washout • Grading, scarifying • Dust layer • Summer patrol • Gravel resurfacing • Snow plowing and removal • Sanding and salting • Snow fence, culverts • Winter patrol • Safety devices, equipment • Locates • Fleet maintenance • Street lighting Building maintenance Water systems Sewer systems Municipal drains Animal Control	<ul style="list-style-type: none"> • Roads and sub departments • Landfill capital expenses in Garbage disposal budget • Building maintenance • Water systems • Sewer • Municipal drains • Facility capital expenses for all departments (depending on circumstance) 	<ul style="list-style-type: none"> • Landfill expenses in the Garbage disposal budget • Facility expenses for all departments (depending on the circumstance)

Department Head	Operating Budget	Capital Budget	Other Authorizations
Director Parks & Recreation	Parks & Recreation <ul style="list-style-type: none"> • administration • Marina • Arena – community centre • Activities • Higginson Tower • Information Centre • Camping l'Original • L'Original Park • Outside rinks • Other parks • Champlain in Bloom • Summer day camp • Recreation fleet • Winter carnival • Canada Day • In kind 	Parks & Recreation and sub departments	Events
Director of Daycare Services	Daycare <ul style="list-style-type: none"> • Administration • Day nursery program • Dietary • Provincial wage enhancement grant • St-Judes learning program • Atelier des petits • Special needs 	Daycare and sub departments	
Chief Building Official	Building	Building	n/a
Head Librarian/Library Board	Library	Library	n/a
Senior Planner	Planning and zoning Economic Development	Planning & zoning Economic Development	Events
Fire Chiefs (Vankleek Hill & L'Original)	Fire Services	Fire Services	n/a
Clerk	n/a	n/a	Elections

APPENDIX C: Purchasing Process, Circumstances for Use and Goals

Process	Dollar Threshold	Circumstances for Use	Goals
Informal Low Value Procurement	Between \$5,000 and \$10,000.	At the discretion of the Authorized Person.	
Informal Request for Quotation	Between \$10,000 and \$25,000.	When timely purchasing is critical. When the formal process is not cost beneficial.	To obtain competitive pricing for procurement in an expeditious and cost effective manner through phone, fax, e-mail, other similar communication method vendor advertisement or vendor catalogues.
Request for Quotation	Between \$25,000 and \$50,000	When the process requires seeking out quotes without commitment to a contract. However the magnitude of the project requires a more formal process.	Same as for Request for Tender except that bid solicitation is done primarily on an invitational basis from a pre-determined bidders list but may be supplemented with public advertising of the procurement opportunity.
Request for Tender	Over \$50,000	Requirements clearly defined.	To implement an effective, objective, fair, open, transparent and accountable and efficient process for obtaining competitive bids based on precisely defined requirements for which a clear or single solution exists.
Request for Proposal	Over \$10,000	Project requirements not specifically delineated	To implement an effective, objective, fair, open, transparent, accountable and efficient process for obtaining unique proposals designed to meet broad outcomes to a complex problem or need for which there is no clear or single solution.
Non-Competitive or Single Source		<ul style="list-style-type: none"> • Statutory or market-based monopoly. • No bids received in competitive process. • Item covered by exclusive right such as patent, copyright or exclusive licence. • Item covered by a lease-purchase agreement where payments are partially or totally credited to the purchase. • Where it is necessary to ensure compatibility with 	<p>To allow for procurement in an efficient and timely manner without seeking competitive pricing.</p> <p>To provide for exceptions to the procurement requirements of interprovincial trade agreements.</p>

		<p>existing products or to avoid violating warranty/guarantee requirements.</p> <ul style="list-style-type: none"> • When item is in short supply due to market conditions. • When competitive sourcing would be uneconomical. • Emergency situations. • Exempted goods, services as outlined in Appendix A. • Vendor is the only supplier of goods and or services. • Previously identified as a specialized service or product. 	
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APPENDIX D: Administering Irregularities in Bid Opening

	Irregularity	Response
1	Late Bids	Automatic rejection and not opened or read publicly
2	Where a sealed bid is required in the bid documents and the document is not sealed	Automatic rejection
3	Bids written in pencil rather than typewriter or completed legibly in ink	Automatic rejection
4	Bids received on tender documents other than those provided by the Township	Automatic rejection
5	Corporate Seal or Authorized Signatory signature missing	Automatic rejection
6	Failure to provide bid securities as required by tender document	Automatic rejection
7	Documents in which addenda with financial implications have not been acknowledged	Automatic rejection
8	Bid requirements not completely met	Rejection depends on significance of bid requirements oversight
9	Restricted or qualified bids	Rejection depends on significance of bid restriction or qualification
10	Bids containing clerical and/or arithmetical errors	An acknowledgement and correction by email within 1 hour of notification, to be followed in letter form within 24 hours to correct and initial errors
11	Overwrites, strikethroughs, or erasures of bidder's entries are not initialed	24 hours to initial from time of notification
12	All other irregularities	Depending on the significance of the irregularity, at the discretion of the Department Head, in consultation with the CAO or Treasurer, the bid envelope will either be automatically rejected, 24 hours will be given to correct and initial, or the bid may be accepted with the irregularities. Where the Department Head is the CAO, the CAO shall seek the direction of Council. In any case of questionable direction, the Department Head may seek the opinion of the Township's legal counsel.

APPENDIX E: Statement by Bidder

1. I/We have read, reviewed, and understood all terms and conditions of all forms included as part of this Bid Request and in the Corporation's Procurement Policy (ADM-019).
2. I/We understand that if my/our Bid is chosen, all requirements of the Successful Bidder as outlined in this Bid Request as well as in the Corporation's Procurement Policy (ADM-019) will be completed by the time and in the format required.
3. I/We acknowledge and agree that any issued Addendum/Addenda form(s) part of the Bid Request document(s).
4. If the Bid is accepted, I/we agree to provide the insurance and all documentation, as required and specified by the Bid Request Document(s).
5. If I/we am/are the Successful Bidder, I/we agree to provide all Supplies, Services, and/or Construction as more specifically set out and in accordance with the Corporation's Bid Request document(s), including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Corporation), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
6. I/We certify that this Bid is made without any connections, knowledge, and comparison of figures or arrangements with any other company, firm, or person making a Bid for the same work and is in all respects fair and without collusion or fraud.
7. I/We do hereby Bid and offer to enter into a Contract to do all the work as specified in the Bid Request document(s) which shall include all costs but are not limited to freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
8. If I/we withdraw this Bid before the formal Contract is executed by the Successful Bidder for the said work or sixty (60) calendar days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this Bid) shall be forfeited to the Corporation.
9. I/We (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Corporation.
10. I/We hereby confirm that any and all workers performing work under this Contract have been properly trained under the *Occupational Health and Safety Act* and that every Supervisor appointed is a "competent person" as defined in the *Act*. Furthermore, I/we confirm that all work shall be in compliance with the *Act's* regulations.
11. I/We agree to perform the work in compliance with the required completion schedule stated in the Bid Request document(s), or if no schedule is stated, to

attain substantial performance of the work in compliance with the required completion schedule stated in the Bid Request document(s).

12. I/We certify that I/we am/are not a party or privy to any deceit to mislead the Corporation into accepting this Bid as a truly competitive Bid whether to the prejudice, injury, or benefit of the Corporation.
13. I/We, including Non-Resident Bidder, shall comply with all Federal, Provincial (Ontario), and Municipal Laws, *Acts*, Ordinances, Regulations, and By-laws, which in any way pertain to the Services and/or Supplies outlined in the Bid Request or to the Employees of the Bidder.
14. I/We, including Non-Resident Bidder, shall charge applicable HST for Ontario.

Bidder's Name or the name of a representative