

Procurement By-Law 2022-67

Effective July 6, 2022

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Corporation of the City of Clarence-Rockland

By-Law 2022-67

Being a by-law to establish procurement policy and procedures for the corporation of the City of Clarence-Rockland and to repeal by-law 2019-41.

WHEREAS Section 271 of the Municipal Act, 2001, as amended provides that a municipality shall adopt and maintain policies with respect to its procurement of goods and services;

Now therefore be it resolved that the Council of the Corporation of the City of Clarence-Rockland enact as follows:

1. Legislative Authority

- 1.1 Section 270(1) of The Municipal Act, 2001 provides that a municipality shall adopt and maintain policies with respect to its Procurement of goods and services. Section 227 of the said Act requires officers and employees of the municipality to implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions

2. Purpose of the Procurement Policy

The purpose of this by-law is to establish a policy for the procurement of goods and/or services which supports providing ethical, professional and accountable delivery of programs and services to the residents of the City in a manner which protects the integrity of the City, the public and the participants in the competitive procurement process. Hence, the goals of this By-law are to:

- 2.1 Encourage competitive bidding;
- 2.2 Ensure objectivity and integrity of the competitive procurement process;
- 2.3 Ensure fair and equitable treatment of all bidders;
- 2.4 Ensure openness, accountability and transparency while protecting the financial best interests of the City;
- 2.5 Obtain the best value when procuring goods and/or services for the City;
- 2.6 Avoid conflicts between the interests of the City and those of the City's employees and members of Council; and

- 2.7 Ensure compliance with applicable International / Inter-Provincial trade treaties or agreements, as amended.

3. Definitions

- 3.1 “Award” is when the contract has been signed by both the vendor and the City or a purchase order has been issued.
- 3.2 “Bid” is a quote, tender or proposal submitted to the City in response to a bid solicitation.
- 3.3 “Bid Deposit” means a financial guarantee to ensure that the Successful Bidder will enter into an agreement.
- 3.4 “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.
- 3.5 “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.
- 3.6 “Bidding System” means the electronic Bidding System used by the Corporation of the City of Clarence-Rockland to manage the electronic Bid Process for a Bid Request from an invitation to electronically receive Bids. This includes, but is not limited to, providing for Supplier Account registration by commodity(ies) code, Bid advertising and electronic notification of Bid opportunities based upon Supplier-selected commodity(ies), Bidder registration as Registered Supplier, electronic distribution of Bid documents, and any applicable addenda to Registered suppliers, permitting Bidders to submit a question to the Procurement Representative, submission and withdrawal and/or editing of Bids through the Bidding System no later than the closing time and date, automatic notification of unofficial results after the closing of Bids, Award notification, and Contract management by the City of Clarence-Rockland. The Corporation of the City of Clarence Rockland Bidding System website is <https://clarence-rockland.bidsandtenders.ca/>.
- 3.7 “Bid Irregularity” is a defect contained within a response to a bid solicitation.

- 3.8 “Bid Dispute” is a written complaint provided to the Manager of Supply by a bidder giving specific reasons of the complaint against the methods employed or decisions made by the City in the process leading to the award of a contract.
- 3.9 “Bid Solicitation” is an invitation for bids from the City for the purpose of entering into a contract.
- 3.10 “Black Out Period” is the period of time that starts when the bid solicitation is issued, and ends at the award.
- 3.11 “CETA” means the Canada-European Union (EU) Comprehensive Economic and Trade Agreement
- 3.12 “CFTA” means the Canadian Free Trade Agreement
- 3.13 “City” is the Corporation of the City of Clarence-Rockland.
- 3.14 “Chief Administrative Officer” is the Chief Administrative Officer as appointed by the Council of the Corporation of the City of Clarence-Rockland or his/her designate.
- 3.15 “Client Department” is the City Department who has budgeted for the goods and/or service.
- 3.16 “Competitive” is a procurement process where more than one bidder is provided the opportunity to submit a bid.
- 3.17 “Compliant” means the response to the bid solicitation conforms to the mandatory requirements contained in the bid solicitation.
- 3.18 “Conflict of Interest”
- is defined as a situation or circumstances, real or perceived that could give a bidder or potential bidder an unfair advantage during a competitive procurement process or compromise the ability of a contractor to perform its obligations under their contract.
- is a situation when a City employee or a member of their family has a direct financial interest in a contract or proposed contract with the City, and where the City employee could directly influence the decision made in the course of performing their job duties, and also where they could indirectly influence the decision through exerting personal influence over the decision-makers.

- 3.19 “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.
- 3.20 “Consulting Services” are services of an advisory nature required to support policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess specific knowledge, technical skills or unique abilities not usually available in-house or from within the City.
- 3.21 “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 City and a Supplier or a Purchase Order issued to a Supplier in accordance to this Policy.
- 3.22 “Contractor” means a person or entity having a Contract with the Corporation of the City of Clarence-Rockland for the deliver of goods or Services.
- 3.23 “Council” is the Council of the Corporation of the City of Clarence-Rockland.
- 3.24 “Department Head” means the person responsible for the management and operational control of a Department within the Corporation of the City of Clarence-Rockland
- 3.25 “Designated Employee” 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
- 3.26 “Digital Bid Bond” (e-Bond) means a Bid Bond in an electronically verifiable/enforceable format. Digital Bond is the only acceptable format for Bid Deposits.
- 3.27 “Emergency Purchase” means a situation where, in the opinion of the Chief Administrative Office 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 Corporation of the City of Clarence-Rockland 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 Act.

- 3.28 “Family Member” is a spouse (including common law spouse), parent, grandparent, sibling, child, grandchild, niece, nephew, uncle, aunt or cousin of the City employee.
- 3.29 “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 Corporation of the City of Clarence-Rockland, and show the sales tax charged on goods and Services as well as the sales tax number.
- 3.30 “Invoice Approval” means the approval format as prescribed by the Finance Department of the Corporation of the City of Clarence-Rockland from time to time.
- 3.31 “Joint Venture” is an economic activity resulting from a contractual arrangement whereby two (2) or more individuals or companies jointly control the said economic activity. An individual or company is party to a Joint Venture, has joint control over that Joint Venture, has the right and ability to benefit from future economic resources of the Joint Venture, and assumes the risks associated with it.
- 3.32 “Lease” an agreement by which one party (lessee) leases from a second party (lessor) equipment or space for a specified period of time at a predetermined cost.
- 3.33 “Litigation (Pending)” is whereby a potential claimant has demonstrated or manifested an intention to assert a possible claim.
- 3.34 “Manager of Supply” is the Manager of Supply and Processes of the City or designate.
- 3.35 “Non-compliant” means the response to the bid solicitation does not conform to the mandatory requirements contained in the bid solicitation.

- 3.36 “Multi-Step Bid Request” means a method of source selection involving two (2) or more competitive steps. The first (1st) step may require the submission of technical and price Bids, with only the technical Bid being evaluated and scored. The second (2nd) step involves the opening of price Bid(s) of those Bidders, which have achieved the highest, have met, or have exceeded the stated minimum technical score required to move to the second (2nd) step.
- 3.37 “Payment Card” is a credit card used by authorized employees to pay for goods.
- 3.38 “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.
- 3.39 “Project Meeting” means a pre-Bid meeting usually held during the Bid process period and before Bid Request closing. The purpose of a Project Meeting is to clarify any concerns Bidders may have with the Bid Request documents, scope of work, site, and other details of the Bid Request. The details of the Project Meeting will be specified on the Bidding System. Project Meeting may be (a) mandatory meeting(s) in order to submit a Bid on the Bidding System.
- 3.40 “Professional Services” services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance.
- 3.41 “Proponent” a legal entity that submits a proposal.
- 3.42 “Proposal” is a submission received in response to a Request for Proposal, acceptance of which may be subject to further negotiations
- 3.43 “Purchase Order” means the Corporation of the City of Clarence Rockland written document to a Contractor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation. The Purchase

Order issued by the Department to a Contractor serves as a written acceptance of an offer received in accordance with this Policy.

- 3.44 “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.
- 3.45 “Request for Expression of Interest (REI)” is an information gathering exercise, where the City makes a request to the market for the purpose of compiling a list of potential bidders who may be interested in providing goods and/or services to the City. This process does not create any contractual obligations.
- 3.46 “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.
- 3.47 “Request for Qualification” 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
- 3.48 “Request for Proposal (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.
- 3.49 “Request for Quotation (RFQ)” means a document that describes the Supplies or Services required and which requires proposals in the form of a written Quotation.
- 3.50 “Request for Tender / Invitation for Tender (RFT / IFT)” means a formal, publicly advertised request for Bids for the supply of goods and/or Services.
- 3.51 “Request for Standing Offers (RFSO)” is a request for standing offers where unit pricing for known goods or defined services of defined skills sets is the primary evaluation factor or other evaluation criteria such as experience of personnel / bidder, availability, or quality, among other things are considered. The successful proponents of the RFSO are made potential

vendors for goods or services that are later set within a defined scope of work.

3.52 “Scope of Work” is the work that has been described in a bid solicitation that must be done to deliver the goods and/or services with the specified features and functions within the time, quality and price specified.

3.53 “Services” is any professional or general service work performed which does not result in the delivery of goods or supplies, e.g. repairs, training, surveys, consulting, etc.

3.54 “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.

3.55 “Single Sourcing” 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.

3.56 “Successful Bidder” is the Bidder selected by the Corporation of the City of Clarence-Rockland to provide goods/or Services in response to a Bid Request.

3.57 “Supplier” means any person or company supplying or that may supply goods or Services to the Corporation of the City of Clarence-Rockland.

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

3.59 “Trade Agreements” means CETA and CFTA.

4. Application of By-Law

This Procurement By-law shall apply to the procurement of goods and/or services for the purposes of all City Departments. No expenditure, procurement or commitment shall be incurred or made, and no account shall be paid by the City for goods and/or services except as provided in this Procurement Bylaw or otherwise approved by Council.

5. Ethics

- 5.1 The Ontario Public Buyers Association's Code of Ethics is based on the following tenets and all City employees who are authorized to procure goods and / or services on behalf of the City are to adhere to the following:
- 5.2 Open and honest dealings with everyone who are involved in the procurement process. This includes all businesses with which the City of Clarence-Rockland enters into contracts with or from which it procures good and/ or services, as well as all City employees and of the public who utilize the services of the Supply Department section of the Finance Department;
- 5.3 Fair and impartial award recommendations for all contracts and tenders. This means that the City does not extend preferential treatment to any vendor, including local companies, as is it not good business practice since it limits fair and open competition for all vendors and is therefore a detriment to obtaining the best possible value for each tax dollar;
- 5.4 An irreproachable standard of personal integrity on the part of all those designated as procurement agents for the city. Absolutely no gifts or favors are accepted by the procurement agents for the City of Clarence-Rockland in return for business or the consideration of business. Also, the procurement agents of the City of Clarence-Rockland shall not publicly endorse one company in order to give that company an advantage over others;
- 5.5 Cooperation with other public agencies in order to obtain the best possible value for every tax dollar. The City of Clarence-Rockland may participate with other government agencies or public authorities in co-operative purchasing where it is in the best interests of the City to do so; and
- 5.6 Continuous development of procurement skills and knowledge. All members of the Supply Department shall take advantage of the many opportunities provided by the various purchasing associations to further their knowledge of good public procurement principles and to maintain excellent skills.

6. Purchasing

- 6.1 Expenditure Authorization

- 6.1.1 Council has ultimate authority for all expenditures. Council delegates this authority by approving budgets or by specific resolutions. Notwithstanding sections 26.3 of this Policy, the Finance Department cannot procure any item 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.
- 6.2.1 Authorization and Responsibilities
- 6.2.2 Department Heads are responsible for Procurement activities within their Department and are accountable for achieving the specific objectives of the Procurement project
- 6.2.3 Department Heads gave the authority to award Contracts in 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.
- 6.2.4 Department Heads shall ensure and provide evidence, if requested to the Treasurer that the Contract pricing represents fair market value.
- 6.2.5 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 City.
- 6.2.6 Department Heads are responsible for approval of accounts within the approved budget for their Department or any amendment thereto as approved by Council.
- 6.2.7 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 City.
- 6.2.8 A Department Head may delegate his authority to a Manager, Supervisor, or Designate, provided the Designate follows the requirements of this Policy. The Department Head must complete the delegation of Authority form, Schedule "D". The CAO must approve any such appointment in writing, and the appointment must specify the maximum amount up to which the Purchasing Designate has authority

to purchase goods and Services. A copy of the appointment must be forwarded to the Finance Department.

7. Accountability and Responsibility

7.1 Chief Administrative Officer

- 7.1.1 The Chief Administrative Officer has the authority to instruct department heads 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 City
- 7.1.2 The Contract is subject to the CAO's approval, when a major irregularity precludes the award of a tender to the Supplier submitting the lowest responsive Bid.

7.2 Department Heads

- 7.2.1 Responsible for Procurement activities within their Department and are accountable for achieving the specific objectives of the Procurement project.
- 7.2.2 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.
- 7.2.3 That an original copy of all contracts be provided by the Department Head to the City Clerk and Manager of Supply;
- 7.2.4 Before entering into a Procurement process, the Department Head shall ensure that the goods or Services needed are not already
7.2.5 covered under an exclusive Contract agreement binding the City.
- 7.2.6 Department Heads are responsible for approval of accounts within the approved budget for their Department or any amendment thereto as approved by Council.
- 7.2.7 Informing the Supply Department of any discrepancies with the receipt of goods and / or services, if required;
- 7.2.8 Review of contractor performance;

- 7.2.9 For procurement activities within their departments and are accountable for achieving the specific objectives of the procurement project;
- 7.2.10 To award contracts in the circumstances specified in this By-law provided that the delegated power is exercised within the limits prescribed in this By-law, and the requirements of this by-law are met.
- 7.2.11 In conjunction with Supply Department shall provide evidence that the contract pricing represents fair market value;
- 7.2.12 Prior to commencement of work Department heads will provide evidence of satisfactory insurance, ensuring indemnification of the City of Clarence-Rockland from any and all claims, demands, losses, costs or damages resulting from the performance of a supplier's obligations under the contract.
- 7.2.13 Prior to payment to a supplier, the Department Head will obtain, a Certificate of Clearance from the Workplace Safety and Insurance Board ensuring all premiums or levies have been paid to the Board to date.
- 7.2.14 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 Purchasing Designate has authority to purchase goods and Services. A copy of the appointment must be forwarded to the Finance Department.

7.3 Treasurer

The Treasurer is responsible to and shall have the authority to:

- 7.3.1 Establish administrative procedures and policies for the implementation of this By-law;
- 7.3.2 Establish, through consultation with the Chief Administrative Officer, standards for bid solicitations, purchase orders, contracts and other documents;

- 7.3.3 Ensure open, fair and impartial purchasing processes for goods and/or services;
- 7.3.4 Ensure compliance with this By-law and advise the Chief Administrative Officer when there has been non-compliance.
- 7.3.5 Ensure quarterly review of purchasing authority delegation.
- 7.4 Manager of Supply

The Manager of Supply shall be responsible for:

- 7.4.1 Issuance and administration of the procurement process for the procurement of goods and/ or services, such as, but not limited to service contracts, IT Procurement, winter control, fleet requirements, consulting requirements, food services, fuel, natural gas, electricity;
- 7.4.2 Administration and interpretation of this Procurement By-law;
- 7.4.3 Ensuring compliance to this By-law and reporting non-compliance, in writing to the Client Department's Head, Treasurer, and/ or Chief Administrative Officer;
- 7.4.4 Providing procurement advice including preparing bid documentation;
- 7.4.5 Checking and ensuring procedural compliance of bids;
- 7.4.6 Reviewing the specifications, scope of work or terms of references as prepared by the Client Department to ensure a level playing field among bidders;
- 7.4.7 Committing and coordinating co-operative procurement with other levels of government, municipalities, boards, agencies, commissions, or public sector entities where such procurement are determined to be in the best interests of the City;
- 7.4.8 Disposal of surplus and obsolete goods that had an initial procurement value over \$10,000, or other goods if deemed to be in the best interest of the City
- 7.4.9 Review of reports prepared by other City employees for award of the contracts for compliance with this Procurement By-law;
- 7.4.10 Administration of a contractor performance program;

- 7.4.11 Committing and coordinating the consolidation of similar goods and / or services for the City in order to achieve volume discounts and administrative efficiencies;
- 7.4.12 Creation, amendment and deletion of policies, practices and procedures that support the objectives and application of this By-law; and
- 7.4.13 For awards of competitive contracts of a value of \$50,000 or less, the Supply Department may award a contract on behalf of a Department Head provided that Supply is in receipt of a funded requisition and the requirements of this bylaw are met
- 7.4.14 The Supply Department employees will review the list prior to completing tasks that require approval.

8. Council Approval

- 8.1 Despite any other provision of this Policy, the following Contracts are subject to Council approval:
 - a. any Contract requiring approval from the Local Planning Appeal Tribunal;
 - b. any Contract Prescribed by statute to be awarded by Council.
 - c. where the cost or revenue amount proposed for acceptance is higher than the Council approved department estimates and the necessary adjustments cannot be made;
 - d. Where a contract is a result of a public private partnership (“P3”) opportunity.
- 8.2 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 City to do so.

9. Trade Agreements

- 9.1 Purchasing by the City may be subject to the provisions of Trade Agreements.
- 9.2 When an applicable Trade Agreement is in conflict with this Policy or requires or mandates deviation from the policies contained herein, the Trade Agreement shall take precedence.

10. Payment Methods

10.1 Petty Cash

10.1.1 The purpose is to provide the possibility of each Department to purchase goods of a value of up to \$149.99 by way of petty cash fund.

10.1.2 The Treasurer shall have the authority to establish petty cash funds in such an amount as deemed required by a Department.

10.2 Purchasing Card

10.2.1 The purpose is to provide Departments with a simplified system for the purchase and payment of goods and/or Services.

10.2.2 All purchases made with the purchasing card must comply with Policy FIN20-02

10.3 Supplier Accounts

10.3.1 Supplier accounts can be used for any value of purchase. Supplier accounts will generally be paid electronically. In rare circumstances, the Supplier account may be paid by cheque.

11 Purchase Orders

11.1 The purpose is to provide directives on the purchase of goods and/or Services where the value of each purchase exceeds \$10,000

11.2 Each Department shall prepare the request for Purchase Order through the Purchase Order system

11.3 The Purchase Order must be authorized by the proper signing authority.

11.4 A Purchase Order is not required for items include in Schedule “C” Exceptions

12 Purchasing Mechanisms

12.1 The estimated expenditure value of the goods and/or Services requirements will determine the purchasing mechanism to be used as per Schedule “B”—Methods of Procurement. Financial limit amounts do not include taxes and freight charges. In the case of multi-year Contracts, the

estimated expenditure value will be the estimated annual expenditure under the Contract.

12.2 Request for Quotations

12.2.1 A Department Head or Purchasing Designate shall be authorized to make purchases of goods and Services for estimated expenditures exceeding \$10,000 but not exceeding \$25,000 from a Supplier upon such terms and conditions as the Department Head deems appropriate. An informal Quotation method shall be utilized. If possible, at least three (3) written Quotations shall be solicited, analyzed and the results tabulated by the Department Head.

12.2.2 A Department Head or Purchasing Designate shall be authorized to make purchases of goods and Services for estimated expenditures exceeding \$25,000 but not exceeding \$50,000 from a Supplier upon such terms and conditions as the Department Head deems appropriate subject to first (1st) obtaining at least three (3) Bids whenever possible. Request for Quotations documents and specifications (as applicable) shall be published on the <https://clarence-rockland.bidsandtenders.ca/> website. Documents will be received electronically through the Bidding System.

12.2.3 The evaluation of proposals received for a Request for Quotations is based solely on price, subject to the exercise of the discretionary provisions contained within the Policy.

12.2.4 A Department Head may elect to prepare an formal or informal Request for Quotations of estimated expenditures under \$10,000.

12.2.5 When additional work not included in the original Bid is deemed required, refer to section 31 of this Policy.

12.3 Request for Tenders (RFT)

12.3.1 The overall objective is to obtain the required goods and/or Services at the best price from an appropriately qualified Supplier. The RFT documents shall include the main requirements as per Schedule "E" – Request for Tenders (RFT)

- 12.3.2 Subject to the application of Section 12.4.3 below, a Department Head shall prepare a EFT for goods or Services exceeding \$50,000 unless specifically authorized to use a Non-Competitive Process by way of a Council resolution prior to making the purchase. In the case of a Bid request by initiation, at least three (3) Suppliers must be invited.
- 12.3.3 When several Departments come together to make purchases of the same type, the value of \$50,000 will be considered by Department rather than for the total purchase of the group.
- 21.3.4 When the selected Bid exceeds the approved budget, appropriation by the lowest of 10% or \$50,000, the Department Head shall submit a report for direction or approval, in accordance with responsibilities set in section 6.2.5.
- 12.3.5 When the RFT process is completed, but the purchase is postponed, the Bid results may be used to award the Contract for a twelve (12)-month period providing pricing remains available. When the purchase is made within twelve (12) months, and the amounts are budgeted for, the RFT process will continue as if no interruption had occurred. When the purchase is made later than twelve (12) months, the RFT process must be repeated,
- 12.3.6 When additional work not included in the original Bid is deemed required, refer to section 41 of this Policy.

12.4 Request for Proposals (RFP)

- 12.4.1 The overall objective is to obtain the required goods and/or Services at the best price from an appropriately qualified Supplier. The RFP documents shall include the main requirements as per Schedule “F”—Request for Proposals (RFP).
- 12.4.2 Subject to the application of section 12.4.3 below, a Department Head shall prepare a RFP for goods or Services exceeding \$50,000 unless specifically authorized to use a Non-Competitive Process by way of a Council resolution prior to making the purchase. In the case of a Bid Request by invitation, at least three (3) Suppliers must be invited.

- 12.4.3 A Department Head may use a RFP instead of a RFT or Request for Quotations when goods or Services cannot be precisely stipulated, or when alternative methods are being sought to meet certain requirements of the City.
- 12.4.4 When a RFP is used, Bids may be evaluated with a scoring system where the price is one (1) of the evaluation criteria. In this case, the Bidder achieving the highest score based on the RFP's set criteria will be awarded the Contract, even though it may not be the lowest Bidder.
- 12.4.5 A Multi-Step Bid Request process may be used when a RFP is issued. In this process, the first (1st) step may require the submission of technical and price Bids, with only the technical Bid being evaluated and scored. The second (2nd) step involves the opening of price Bid(s) of those Bidders which have achieved the highest or have met or exceeded the stated minimum technical score(s) required, which demonstrates that the Bidder is qualified to move to the second (2nd) step.
- 12.4.6 When the selected Bid exceeds the approved budget allocation by the lowest of 10% or \$50,000, the Department Head shall submit a report for direction or approval, in accordance with responsibilities set in section 6.2.5.
- 12.4.7 When additional work not included in the original Bid is deemed required, refer to section 41 of this Policy.

12.5 Standing Offers

- 12.5.1A Request for Standing Offer may be used where: (a) one or more clients repetitively order the same goods or services and the actual demand is not known in advance, or a need is anticipated for a range of goods, services and construction for a specific purpose, but the actual demand is not known at the outset, and delivery is to be made when a requirement arises.
- 12.5.2 The Supply Department shall establish and maintain standing offers that define source and price with selected suppliers for all frequently used goods or services.

- 12.5.3 Standing Offers may be used for contracts under \$100,000.
- 12.5.4 To establish prices and select sources, the Supply Department shall employ the provisions contained in this By-law for the acquisition of goods, services and construction.
- 12.5.5 More than one supplier may be selected where it is in the best interests of the City and the bid solicitation allows for more than one. In circumstances where competition results in a large number of offers from vendors, which offers exceed the needs of the City, the Supply Department is authorized to approach the highest ranked vendors to negotiate lower unit rates for the goods or services in return for a reduction in the number of firms authorized to provide the goods or services or the offer of a firm contractual commitment by the City.
- 12.5.6 The Department Head may establish Standing Offers using the appropriate Method of Purchasing based upon the Dollar Value to be determined as set out in this by-law.
- 12.5.7 In a Request for Standing Offer, the expected quantity of the specified goods or services to be purchased over the time period of the agreement will be as accurate an estimate as practical and be based, to the extent possible, on previous usage adjusted for any known factors that may change usage.
- 12.5.8 A call-up against a standing offer is considered to be an individual contract, and the normal contract award prescribed limits apply, unless otherwise stated in the original approval document.

13. Request for Pre-Qualification

- 13.1 The Department Head is authorized to conduct a Request for Pre-Qualification process. This is typically used in a stepped procurement process for larger projects or projects where there are significant risks.

14. Request for Expression Of Interest / Request for Information

- 14.1 The Department Head is authorized to conduct a Request for Expression of Interest or a Request for Information. A Request for Expression of

Interest or Request for Information may be conducted as a preliminary step before a Request for Tender, Request for Quote, Request for Proposal or a Pre-Qualification process. The receipt of an expression of interest by the City does not create any obligation between the potential Supplier and the City.

15. Cooperative Purchasing and Piggyback

- 15.1 The City may participate in Cooperative Purchasing where it is in the best interest of the City to do so and the policies of the cooperative purchase venture are consistent with the City's Procurement Policy.
- 15.2 Where other government agencies have included a Piggyback clause in their Bid Request, and with the Contractor(s) approval, the Corporation may Piggyback on other government agencies' Contracts, where it is in the best interest of the City to do so. The City may also allow other government agencies to Piggyback Contracts established by the City with the approval of the City's selected Contractor(s).

16. Discretionary Power

- 16.1 The Bidder acknowledges that the City shall have the right to reject any, or all, Bid(s) for any reason, or to accept any, or all, Bid(s), which the City in its sole unfettered discretion deems most profitable. The lowest Bid, or any Bid, will not necessarily be accepted, and the Corporation shall have the unfettered right to:
 - 16.1.1 accept a non-compliant Bid;
 - 16.1.2 accept a Bid which is not the lowest Bid;
 - 16.1.3r eject a Bid that it the lowest Bid event if it is the only Bid received;
 - 16.1.4 request clarification or further information regarding any item in a Bid;
 - 16.1.5 consider any alternate goods, Services, terms, or conditions that may be offered, whether such offer is contained in a Bid or otherwise;
 - 16.1.6 break down 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;

- 16.1.7 enter negotiations, at any time before or after a proposal submission deadline with anyone, in relation to the subject matter hereof;
 - 16.1.8 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;
 - 16.1.9 extend or otherwise vary the proposal submission deadline, or any other timeline set out within the Bid Request;
 - 16.1.10 revise or modify the Bid Request;
 - 16.1.11 withdraw or cancel the Bid Request, in whole or in part, whether having received any response thereto or not; and
 - 16.1.12 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.
- 16.2 During the evaluation of Bids the City reserves the right to consider :
- 16.2.1 Information provided in the Bid document itself;
 - 16.2.2 information provided in response to credit and industry reference enquiries set out in the Bid;
 - 16.2.3 information received in response to enquiries made by the Corporation of third (3rd) parties, apart from those disclosed in the Bid in relation to the reputation, reliability, experience, and capabilities of the Bidder;
 - 16.2.4 the manner in which the Bidder provides Services to others;
 - 16.2.5 the experience and qualification of the Bidder's senior management and project management;
 - 16.2.6 the compliance of the Bidder with the Corporation's requirements and specifications; and
 - 16.2.7 innovative approaches proposed by the Bidder in the Bid.
- 16.3 The Bidder acknowledges that the City may rely upon the criteria that the City deems relevant, even though such criteria may not have been

disclosed to the Bidder. By submitting a Bid, the Bidder acknowledges the City's rights under this section and absolutely waives any right or cause of action against the City and its consultants, by reason of the City's failure to accept the Bid submitted by the Bidder, whether such right or cause of action arises in Contract, negligence, or otherwise.

17. Conditions Applicable to all Bids

17.1 The following conditions apply to all Bids:

17.1.1 Bid documents must be submitted and received in the manner specified in the Bid Request document. No exceptions will be permitted.

17.1.2A 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.

17.1.3 A Bidder may withdraw his Bid at any time up to the official closing time.

17.1.4 All Bids shall first (1st) be checked by the Department Head

17.1.4.1 The Statement by Bidder, schedule "H", is filled out in full by an individual who has the authority to bind the company or the Corporation; otherwise the Bidding System will not allow the Bid to be sent;

17.1.4.2 Any other documents as requested in the Bid Request have been included;

17.1.4.3 The Bid Deposit is sufficient and in an acceptable form; and

17.1.4.4 All other Bid Request requirements have been met.

17.2 Bids may be rejected for the reasons specified in in Schedule "A" – Bid irregularities Summary.

18. Non-Competitive Process

18.1 A non-competitive process shall only 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 City:

18.1.1 For any acquisition under \$10,000;

- 18.1.2 When the proposed acquisition is a Sole Source acquisition due to :
- a. a statutory or market-based monopoly;
 - b. rarity of supply in the market;
 - c. the existence of exclusive rights such as patent, copyright, or licence; or
 - d. the complete items, Services, or systems being unique to one(1) Supplier and no alternatives or substitutes existing within Canada.
- 18.1.3 when the proposed acquisition is a Single Source acquisition and one (1) or more of the following reasons for selecting a particular Supplier apply:
- a. the need for compatibility with goods/Services previously acquired and there are no reasonable alternatives, substitutes, or accommodations;
 - b. the need to avoid violating warranties and guarantees where Services/support is required;
 - c. the extension of an existing Contract would prove more cost-effective or beneficial;
 - d. due to market conditions, required goods/Service are in short supply;
 - e. 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 confidential matters.
- 18.1.4 An attempt to purchase the required goods/Services had been made in good faith, using a competitive Bid process, and has failed to identify a Successful Bidder.
- 18.1.5 The required goods/Services are to be supplied as a result of an emergency as covered under section 26.

- 18.1.6 Where it is deemed to be in the best interests of the City to negotiate with the Bidder as covered under section 29.
- 18.2 A Sole and Single Source listing will be kept by the Finance Department. This list will be presented to Council on an annual basis.
- 18.3 All non-competitive purchases over \$100,000 for goods and Services and over \$250,000 for Construction must be recorded in the electronic tendering system 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 the threshold, the following shall be entered into the electronic tendering system:
- a. the name of Supplier;
 - b. the value of the Procurement;
 - c. the kind of goods and Services procured; and
 - d. the circumstances and conditions under which the limited tendering exception is claimed.

19. Purchase of Used Equipment

- 19.1 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 Supplier licensed to sell used equipment; by Sealed bid; or by negotiation, provided that:
- 19.1.1 the equipment meets or exceeds the departmental equipment requirements.
 - 19.1.2 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 by the Department Head or his Designate;
 - 19.1.3 if the total expenditure on the used equipment exceeds \$10,000, a report will be forwarded to the Treasurer detailing purchase information and expenses;

19.1.4 the Department Head or Purchasing Designate is exempt from the City's formal Bid Request process when purchasing used equipment by any methods detailed in section 19.1.

20. Reporting Procedures

20.1 The Treasurer shall report on a monthly basis to Council all purchases that were exercised by City Staff for expenditures of \$5,000.00 or greater, for any purchasing methods, including credit cards.

20.2 All expenses shall be approved and reviewed by the Mayor and Treasurer on a monthly basis, including purchases on credit cards.

20.3 The Manager of Supply shall submit to Council an information report semi-annually containing the details relevant to the exercise of delegated authority for all contracts awarded by Department Heads exceeding \$50,000 and Supply Services shall certify in the report that the awards are in compliance with the Procurement By-law

21. Bid Deposits

21.1 A Bid Bond shall be required to accompany bids in the following circumstances:

21.1.1 All Bids for municipal Construction projects estimated to cost more than \$100,000

21.1.2 Special Contracts or purchases as deemed appropriate by the Department Head.

21.2 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.

21.3 A Bid Bond shall be issued by a recognized bonding company currently licensed to operate in the Province of Ontario, naming the City 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.

21.4 The City will only accept Bids that include a Bid Bond in an electronically-verifiable/enforceable (e-Bond) format. 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.

- 21.5 Any costs associated with e-Bonds are the responsibility and cost of the Bidder. No interest will be paid on any Bid Deposit.
- 21.6 It is noted that the Bid Bond is a guarantee that the Contractor or Supplier will execute a Contract agreement with the City for the delivery of the Services, material, or equipment provided for in the applicable Bid Request documents.
- 21.7 All Bid Deposits shall be payable to the City. Unless otherwise mentioned, the City shall return all Bid Deposits, except the lowest Bid and the next lowest Bid, within twenty (20) working 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 City shall be released after execution of the Contract agreement and submission to the City 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 City in its Bid Request documents within a delay of three (3) weeks after the date of the Contract award, the City, 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 City 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 City for such action taken by the City.

22. Security Requirements

- 22.1 Performance, Labor and/or Material Payment and/or Maintenance Bonds are required for all construction projects exceeding \$100,000; bonding amount shall not be less than 25% of the Bid amount.
- 22.2 All bonds must be signed originals. No fax or photocopies will be accepted.
- 22.3 Once the Contract is granted, and where required, the Contractor must provide to the City, at this cost, a Performance Bond in the amount

specified in the Bid Request documents. Such bond must be deemed satisfactory by the City.

- 22.4 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 City.
- 22.5 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.

23. Insurance

- 23.1 The following insurance requirements are mandatory for all work undertaken on behalf of the City. The Successful Bidder shall provide the City with an insurance certificate as follows:
- 23.1.1 Commercial General Liability Insurance issued on an occurrence/maximum of \$5 million (annual aggregate for any negligent acts or missions relating to the obligation under the Bid Request). Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; 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, et. To properties, buildings, or land arising from:
- a. removal of weakening 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 City 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.

- 23.1.2 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.
- 23.1.3 If applicable, 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 City 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.
- 23.1.4 If applicable, Environmental Impairment Liability with a limit of not less than \$2 million per Incident/Annual Aggregate. 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 City 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 City 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 City.

- 23.1.5 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 City and shall name the City as a loss payee as their interests may appear to the replacement value of the completed building including improvement and renovation costs.
- 23.2 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 City, and in force for the entire Contract period.
- 23.3 An endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without giving the City a written notice of thirty (30) days.
- 23.4 The City reserves the right to assess exposures and add additional insurance requirements where deemed necessary.
- 23.5 The Successful Bidder shall indemnify and save harmless the City, 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, sickness, disease or death or to damage to or destruction tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related

to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

23.6 The Successful Bidder agrees to defend, indemnify and save harmless the City from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

24. Disposal of Surplus and Obsolete Goods

Directors shall submit lists comprising assets exceeding \$10,000.00 which are obsolete, damaged or surplus to that department's needs.

- 24.1 All surplus assets shall first be offered to other departments within the City. Upon this first step, surplus assets to be offered outside the City must be approved by the CAO.
- 24.2 All surplus assets not required by any department of the City may then be offered to public sector agencies and charitable organizations within the City prior to any public disposal procedure, donation or sale to area municipalities.
- 24.3 Surplus assets may be donated to non-profit agencies or non-profit institutions.
- 24.4 Surplus assets must be sold by sealed bid or public auction through the, municipal website or any other online classified site(s).
- 24.5 The respective department shall be credited with the net proceeds, if any, from the disposal of its surplus assets unless otherwise authorized by the Chief Administrative Officer or Council
- 24.6 Surplus assets shall not be sold directly to an employee or to a member of Council, although this does not prohibit any employee or member of Council from purchasing surplus assets being sold through a public process.

- 24.7 At the discretion of the Manager of Supply, disposal of goods may be done by the Supply Department, irrespective of the value, if deemed to be in the City's best interests.

25. Monetary Reference

- 25.1 All references to dollar amounts in this By-law are in Canadian dollars.
- 25.2 For bid evaluation purposes, all bids submitted in currencies other than Canadian dollars shall be converted to Canadian dollars, at the exchange rate established by the Finance Department.
- 25.3 All references to dollar amounts in this By-law do not include applicable taxes.

26. Emergency Procurement

- 26.1 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.
- 26.2 In the case of a declared emergency the City's Emergency Response Plan will supersede this By-law;
- 26.3 The Chief Administrative Officer will report emergency procurement to City Council at the next Council meeting.

27. Exemptions

- 27.1 Upon approval of the CAO of an exemption request, the Department Head is to submit a report to Council about such request exemption from any or all of the purchasing methods outlined in this policy. Such exemption must be confirmed by Council resolution, with a copy forwarded to the Finance Department

28. Exclusions

- 28.1 Notwithstanding the requirements of this Procurement Policy, the goods and Services identified in "Schedule "C" – Exceptions herein can be purchased without a competitive process and do not require the issuance of a Purchase Order.

29. Negotiations

- 29.1 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:
- 29.1.1 When the proposed acquisition is a Sole Source, as covered in section 18.1.2.
 - 29.1.2 When the proposed acquisition is a Single Source, as covered in section 18.1.3.
- 29.2 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:
- 29.2.1 When an attempt to purchase the required goods/Services has been unsuccessful, as covered in section 18.1.4.
 - 29.2.2 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.
- 29.3 The Department Head must provide the CAO with valid justification for the types of Procurement described above.
- 29.3.1 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 18.2
 - 29.3.2 The business case must be approved in accordance with responsibilities set in section 6.2.5 and sent to the Finance Department.

30. Advertising Procurement Opportunities

- 30.1 All Formal Bid Requests and Quotations shall be advertised on the <https://clarence-rockland.bidsandtenders.ca/> website. A link for this website is available on the City's website.

- 30.2 The time given to Suppliers to prepare and submit responsive submissions following the posting of the notice of Procurement must be reasonable and subject to Trade Agreements, if applicable.
- 30.3 If the value of the Procurement is \$365,700 or greater for goods or Services, or \$9.1 million or greater for Construction, the notice of Procurement must be advertised at least thirty (30) days in advance of the final submission date.

31. Local Preference

- 31.1 The following legislative documents prohibit municipalities from adopting a Local Preference Policy:
 - 31.1.1 The Discriminatory Business Practices Act (R.S.O. 1990, Chapter D12), as amended;
 - 31.1.2 The Canada-European Union Comprehensive Economic and Trade Agreement (CETA); and
 - 31.1.3 The Canadian Free Trade Agreement (CFTA).
- 31.2 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.
- 31.3 If in the determination of the Department Head, a competitive market exists and two (2) or more compliant Bids are received and are identical in price, and provided suitability, quality, service, and delivery are similar, then priority of acceptance may be made first (1st) for a local Bid, if any, then, for a regional Bid, if any; otherwise, the Department Head will proceed to procure “best and final offers” from Bidders involved in order to break the tie.

32. Accessibility when Acquiring Goods and/or Services

- 32.1 In accordance with the Human Rights Code, Ontarians with Disabilities Act, 2001 and the Accessibility for Ontarians with Disabilities Act, 2005 and its regulations, and specifically the Integrated Accessibility Standards, Ontario Regulation 191/11, Part 1, sections 5 and 6, accessibility requirements will be incorporated into the specifications with respect to the Procurement of goods and/ or services. Where

possible, when a RFP competition is conducted, accessibility will be one of the evaluation criteria that will be considered in the decision making process.

33. Disclosure of Information

33.1 The Manager of Supply will not disclose commercial information, such as unit pricing and detailed information provided on potential solutions. Nonetheless, it should be noted that all information collected by the City is subject to the Municipal Freedom of Information and Protection of Privacy Act.

34. Tie Bids

34.1 If two equal bids are received, a means of breaking the tie consistent with the provisions of the solicitation shall be employed.

34.2 Factors to be considered in breaking the tie include:

34.2.1 Prompt payment discount;

34.2.2 When delivery is an important factor, the bidder offering the best delivery date be given preference;

34.2.3 A bidder in a position to better provide after sales service, with a good record in this regard, be given preference;

34.2.4 A bidder with an overall satisfactory performance record is given preference over a bidder known to have an unsatisfactory performance record;

34.3 Where two (2) or more Proposals achieve a tie score on completion of the evaluation process, the Purchaser shall break the tie by “flip of a coin”. This action shall be taken in the presence of both Bidders.

34.4 If two Bids in response to a Tender or Request for Quotation are found to be equal in price, quality and service, the successful Bidder shall be chosen by “flip of a coin”. This action shall be taken in the presence of both low Bidders.

34.5 If more than two Bidders are equal in all three areas – price, quality, service – the determination of the successful Bidder shall be established

in the presence of the low Bidders by Lot (drawing a name from a container).

35. Bid Closing and Opening

35.1 Schedule “G”—Procedures for Acceptance of Bids and Schedule “A”—Bid Irregularities Summary contain Bid Request closing and opening procedures.

36. Extension of Contract

36.1 Contracts may include extensions to the term of the agreement as set out in the Bid Request. Extending the term of agreement beyond that set out in the Bid Request amounts to a non-competitive Procurement where the extension affects value and/or stated deliverables of Procurement. In such situations, approval from an appropriate authority as per section 6.2.5 must be obtained prior to proceeding with the extension.

36.2 If a contract extension is being sought from Council, the Manager of Supply will be provided an opportunity to review and provide comment on the report.

37. Other Entities

37.1 If the Manager of Supply administers a procurement process for any other entities, then the other entities will be governed by this Procurement By-law for the particular goods and/ or services that are procured.

38. Record Retention

38.1 The City of Clarence-Rockland shall keep records of procurement, as well as any other pertinent information, for reporting and audit purposes. The length of time for this record retention will be in accordance with the Corporate Records Retention By-law.

38.2 Whoever is responsible for the administration of the procurement process shall be responsible for the record retention of that particular procurement.

39. Administration

- 39.1 Subject to the Discretionary Powers set out in this Policy, in all purchases, price shall be the prime selection criteria before any special provisions, additions, or deletions are calculated into the Bid price, providing that all specification requirements are met. Such specifications are to be generic or described as “equivalent”. All factors influencing the purchasing decision are to be included in the specifications.
- 39.2 No Contract or purchase shall be divided to avoid any requirements of this Procurement Policy.
- 39.3 Performance evaluations, formal or not, may be undertaken on Suppliers. These evaluations may be used to reject a Supplier in future Bid Requests.
- 39.4 All invoices from Supplier shall be approved before payment.
- 39.5 No goods and/ or Services shall be procured under this By-law by any person unless:
 - 39.5.1 The goods and/ or Services are legitimately for the purposes of the City, or for any other entities on whose behalf the procurement is being undertaken; and
 - 39.5.2 To the best of that person’s knowledge and belief, the funds for the procurement of the goods and/ or services are available with the approved budget or the procurement is expressly made subject to funding approval and, to the extent that they may be required, funds are available from any other entities on whose behalf the procurement of goods and/ or Services is also being made.
- 39.6 No City employee shall directly or indirectly influence the bidding process to obtain goods and/ or Services on behalf of the City from their family member.
- 39.7 No City employee will directly or indirectly influence the sale of City assets to any family member.
- 39.8 Members of Council, appointed officers and City employees shall not knowingly cause or permit anything to be done or communicated to anyone which is likely to cause any potential vendor or contractor to

have an unfair advantage in obtaining a contract for the supply of goods and/ or Services to the City, or other entities involved in the procurement of goods and/ or services either jointly or in co-operation with the City.

- 39.9 Members of Council shall separate themselves from the procurement process and have no involvement whatsoever in specific procurements. Members of Council should not see any documents or receive any information related to a particular procurement while the procurement process is ongoing. Members of Council who receive inquiries from bidders related to any specific procurement shall immediately direct those inquires to the Manager of Supply.

The only exception to Article 39.9 will be at the discretion of the Chief Administrative Officer or the delegate actively involved in the procurement process to ensure fairness and integrity of the process.

- 39.10 No City employee shall knowingly cause or permit anything to be done which will jeopardize the legal validity or fairness of any procurement of goods and/ or services under this By-law or which is likely to subject the City to any claim, demand, action or proceeding as a result of such act or omission.
- 39.11 Unauthorized procurement by City employees and flagrant disregard for the Procurement By-law or procurement policies and procedures is not acceptable. With an aim to inspire Procurement By-law adherence and minimize the possibility of City embarrassment and potential liability, the responsibility for payment may become that of the individual who procured the goods or services.

40. Conflict of Interest

- 40.1 All Bidders shall disclose to the City prior to submitting a bid and/or accepting a contract, any actual or potential conflict of interest. If the Manager of Supply determines a conflict of interest exists, the City may at its discretion not consider the bid submitted or not award the contract or consider other bids or terminate the contract.
- 40.2 No goods and/or services shall be purchased for any elected or appointed officials, members of a board or commission, or for City's

officers, employees or their immediate family, except in accordance with this policy.

- 40.3 Every elected official, appointed officer, employee of the City or member of an employee's immediate family is expressly prohibited from accepting, directly or indirectly, from any person, company, firm or corporation to which any purchase order or contract is, or might be awarded, any rebate, gift or money;
- 40.4 All elected officials, officers or employees of the City shall declare any conflicts of interest to the Chief Administration Officer and shall have no involvement in a purchasing process where a conflict of interest exists, including, but not limited to:
 - 40.4.1 Requesting goods and/or services, setting the parameters of the purchase, evaluating bids or recommending, deciding or making awards;
 - 40.4.2 Direct contact with those making those purchasing decisions, both in the Supply Department and the user department.
- 40.5 Suppliers shall not be allowed to submit a bid for any bid solicitation in which the supplier has participated in the preparation of the bid solicitation, and any such bid submitted shall be disqualified except where such supplier has been specifically authorized by Council to participate in such bid solicitation.

41. Additional Work or Services

- 41.1 Additional work or Services not included in the original Bid Request but which are identified and deemed necessary or desirable by the Corporation either prior to, during, or after the performance of the Services shall be performed by the Contractor subject to the following criteria:
 - 41.1.1 The City will provide a written description of the additional work, items or Services, and where required, detailed plans;
 - 41.1.2 The Contractor will provide a written estimate of the cost to perform, which estimate will include (as applicable):

41.1.2.1 The cost of the work of Services as per the applicable general conditions;

41.1.2.2 The cost of the work at the same unit cost as set out in the tender; or

41.1.2.3 The cost of the work on a cost-plus basis to be agreed upon.

41.1.3 The Contractor will set out in writing any impact the additional work or Services will have on the project schedule, if any.

41.2 The City shall not be liable for the cost of any additional work performed by the Contractor, unless such work or Services has been authorized in writing by the City.

42. Blackout Period

42.1 During the Blackout Period communication between bidders and City employees and between bidders and City Council is restricted. Bidders shall only contact the central point of contact identified in the bid document.

43. No Lobbying

43.1 No bidder or potential bidder shall contact any member of Council or any City employee to attempt to influence the award of a bid. Any activity designed to influence the decision making process of a bid solicitation, including, but not limited to, contacting any member of Council or registering as a delegate to a Committee of Council meeting or Council meeting prior to an award of a contract or contacting City employees for such purposes as meetings of introduction, social events, meals or meetings related to a bid solicitation may result in disqualification of the bidder for the bid solicitation to which the influential activity is deemed to be directed.

43.2 Notwithstanding the above, this prohibition does not apply to meetings specifically scheduled by the City for presentations or negotiations, or to questions which employees of the Supply Department may pose from time to time for clarification of the City's requirements.

43.3 The Manager of Supply's sole discretion will determine what constitutes influential activity acting reasonably, and not subject to appeal.

43.4 At the discretion of the Manager of Supply, any bidder who violates any provisions of this Procurement By-law may be prohibited from further bid solicitation opportunities for up to three (3) years as determined by the Manager of Supply.

44. Award Notification

44.1 Contract award notification will be posted on the Bidding System and will be published within seventy-two (72) calendar days of award of Contract. The notification must be posted after the agreement between the successful Supplier and the Organization is executed. Contract award notification must list the name of the successful Bidder.

45. Information to Bidders

45.1 All prospective Supplier of goods or Services should ensure that they are familiar with the City's Procurement Policy. The Policy is available on the City's website at all times. (www.clarence-rockland.com)

45.2 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.

45.3 Should a Registered Supplier 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 through the electronic Bidding System used by the City. An addendum will then be posted on the Bidding System and will be available to all Registered Suppliers. No oral explanation or interpretation will be provided.

45.4 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 City's Consultant.

- 45.5 The Bidder shall provide a clearance certificate from the WSIB 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.
- 45.6 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 Corporation.
- 45.7 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.
- 45.8 After notification of award, the Successful Bidder will be responsible for adhering to the following, as applicable to the Bid Request documents requirements:
- 45.8.1 The Successful Bidder shall be bound to execute the Contract agreement and to file satisfactory bonds and insurance policies and a WSIB clearance letter, as required herein, with the Corporation within a delay of three (3) weeks to the date of Contract award, and these documents shall be maintained by the Corporation until Contract completion.
- 45.8.2 Failure to execute the Contract or to file satisfactory bonds and insurance policies and WSIB 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 City, not as penalty, but in liquidation of damages sustained. The City shall then have the right to award the Contract to any other Bidder or to reissue the Bid Request documents.
- 45.9 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.

45.10 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.

45.11 Successful Bidders shall be responsible for all permits.

45.12 The Contract must be completed by the time specified in the Bid Request documents or as agreed upon in the Contract.

46. Debriefings

46.1 Unsuccessful Bidders may request a debriefing in accordance with the instructions in the Bid Request. If a debriefing is requested, it should be scheduled by the Manager of Supply. Debriefings shall not take place until after a Contract has been entered into with the Successful Bidder and notification of award has been posted.

47. Bid Dispute Resolution

47.1 To maintain the integrity of the procurement process, bidders who feel that they have been treated unfairly shall contact the City's contact listed on the bid document to request a debriefing in which the issues of concern may be discussed.

47.2 Should the debriefing meeting fail to satisfy the bidder, an appeal of the award decision may be requested in writing to the Manager of Supply within ten (10) days of the debriefing meeting.

47.3 The appeal shall be reviewed by a Dispute Committee. The Dispute Committee shall be comprised of the original City team members that participated in the procurement process, Chief Administrative Officer, Treasurer and the Manager of Supply.

47.4 The matter will be considered closed after the Dispute Committee's decision.

48. Suppliers in Litigation

48.1 Except as otherwise permitted in section 48.2, a Bid from a Supplier shall be rejected if the Supplier, any affiliate of the Supplier, or any

principal, officer, or director of the Supplier, directly or indirectly through another Corporation or other business entity:

48.1.1 has commenced and continues at the time of the proposed award to pursue litigation against the City, it's elected Officials, Officers, employees; or

48.1.2 is a person or entity against whom the City is contemplating or pursuing litigation at the time of the proposed award; in relation to a previous acquisition or any supply Contracts awarded to that Supplier or it's affiliated(s)

48.2 A Bid from a Supplier described in section 48.1 may be accepted provided that the CAO has determined that :

48.2.1 There is an emergency;

48.2.2 The acquisition is a Sole Source acquisition;

48.2.3 The City is legally obligated to enter into the Contract;

48.2.4 Where the City has been named as plaintiff or defendant pursuant to a subrogated interest, an appropriate arrangement has been made to indemnify the City; or

48.2.5 Where the amount in dispute in the litigation does not exceed \$50,000, the award of the Contract would be in the best interests of the City, based on the consideration of factors that include, but are not limited to:

a. The Supplier's performance under previous Contracts with the City;

b. The City's claims history with the Supplier; and

c. An assessment of the overall risk and total cost in entering into a Contract with the Supplier.

49. Statement by Bidder

49.1 Statement by Bidder must be filled out in full by an individual who has the authority to bind the Corporation.

50. Suspension of Bidders

- 50.1 In addition to exercising its discretion under Section 16 above, the City may, in its sole discretion, disqualify a supplier from bidding for up to three (3) years on any bid solicitation or reject a bid if a supplier:
- 50.1.1 Has, at any time, threatened, commenced or engaged in legal claims or litigation against the City;
 - 50.1.2 Is involved in a claim or litigation initiated by the City;
 - 50.1.3 Has had safety issues;
 - 50.1.4 Has engaged in lobbying;
 - 50.1.5 Previously provided Goods and/or Services to the City in an unsatisfactory manner;
 - 50.1.6 Has failed to satisfy an outstanding debt to the City;
 - 50.1.7 Has a history of illegitimate, frivolous, unreasonable or invalid claims against the City or any other municipal government;
 - 50.1.8 Is found to have colluded as a result of bidding or providing of goods or services to any municipal, provincial, or federal government or any of their agencies or corporations or legally related entities;
 - 50.1.9 Provides incomplete, unrepresentative or unsatisfactory references; or
 - 50.1.10 Has engaged in conduct that leads the City to determine that it would not be in the City's best interests to accept the bid.

51. Unsolicited Proposals

- 51.1 Any Procurement activity resulting from the receipt of an unsolicited proposal must be referred to the Manager of Supply and must comply with the provisions of this By-Law.

52. Severability

- 52.1 If any section or sections of this Procurement By-law or parts thereof are found by an adjudicator of competent jurisdiction to be invalid or beyond

the power of Council to enact, such section or sections or parts thereof shall be deemed to be severable and all other sections or parts of the Procurement By-law shall be deemed to be separate and independent there from and shall continue in full force and effect unless and until similarly found invalid or beyond the power of Council to enact.

53. Repeal

53.1 That the City of Clarence-Rockland 2019-41 is hereby repealed and that any other resolution or by-law related to procurement be repealed.

Read a first, second and third time and passed this 6th day July, 2022.

Mario Zanth, Mayor

Maryse St-Pierre, Deputy Clerk

Schedule “A” – Bid Irregularities

The Manager of Supply has the authority to apply this table to the procurement processes that they are administering.

Bid irregularities will be dealt with in accordance with the following table:

Table 1

Item	Irregularity	Consequence
1	Late bids Bid received after the closing date and time specified in the Bid document, by any amount of time	Automatic rejection, bidding system does not accept late Bids
2	Statement by Bidder is missing	Bidding System does not accept Bids that have not filled out the Statement by Bidder
3	Addenda not acknowledged	Bidding System does not accept Bids that have not acknowledge all addenda
4	Bid Bonds not submitted with the Bid when the Bid Request (or any addenda) indicated that such deposit is required	Automatic rejection
5	The Agreement to Bond is incomplete or missing or the bonding company is not licensed to conduct business in Ontario	Automatic rejection
6	Bid Bond is not an electronically verifiable/enforceable (e-Bond) as indicated in the Bid document	Bidder shall be give five (5) business days to submit electronically verifiable / enforceable e-Bond
7	Bidders not attending mandatory Project Meeting	Bidding System will not accept submission by a Bidder that di not attend a mandatory Project Meeting
8	Bid Bond amount is insufficient	Automatic rejection
9	Part Bids (all items not Bid)	Unless part Bids were permitted in the request, automatic rejection
10	Bids containing minor clerical errors	City reserves the right to waive initialing and accept Bid

11	Alternate items Bid in whole or in part	Available for further consideration unless specified otherwise in request
12	Other mathematical errors which are not consistent with the unit prices	Unit prices will govern
13	Pages requiring completion of information by Supplier are missing	Consultation with a Solicitor on a case-by case basis and referenced within the staff report, if applicable
14	Bid documents which suggest that the Bidder has made a major mistake in calculations or Bid	Consultation with a Solicitor on a case-by case basis and referenced within the staff report, if applicable
15	Method of Delivery: Where the Bid has been submitted via any method other than through the Bidding System, where no such provision is allowed for in the Bid document.	Automatic rejection
16	Documents provided through the Bidding System were not the required ones and/or documents are not legible	Automatic rejection
17	Where the Bid has been qualified by changes to specification or major requirements and acceptance would allow an unfair advantage over competitors	Automatic rejection
18	Failure to execute a Contract or supply supplementary documents after Intent to Award letter has been issued	Automatic rejection
19	Certificates of Insurance and/or WSIB clearance letter are missing or do not meet the requirements of the Bid Request document	The Bidder has three (3) weeks to submit the required documents to the satisfaction of the Corporation, as per section 45.8 of this Policy
20	Other Bid Irregularities	Ruling by Bid Review Panel— Bidder may be given up to five (5) business days to remedy the Bid irregularity

Schedule “B” – Procurement Methods

Procurement Method / Process Approval / Signing Authority and Method

Table 2

Dollar Value	Method	Approval	Method of Payment
\$0 to \$149	Non-Competitive	Designated Employee, Department Head	Petty Cash, Credit Card, Invoice
\$150 to \$10,000	Non-Competitive	Designated Employee, Department Head	Credit card, Invoice
\$10,001 to \$25,000	Informal RFQ or RFSO	Designated Employee, Department Head	Purchase Order, Invoice
\$25,0001 to \$50,000	Formal RFQ or RFSO	Designated Employee, Department Head	Purchase Order, Invoice, Agreement
\$50,001 to \$100,000	RFSO Request for Tender (RFT) or Request for Proposal (RFP)	Department Head	Purchase Order, Invoice, Agreement
\$100,001 +	Request for Tender (RFT) or Request for Proposal (RFP)	Department Head	Purchase Order, Invoice, Agreement
Unlimited	No method	CAO	Purchase Order, Invoice, Agreement

Schedule “C” – Exceptions

Exceptions from requirements for a procurement process

1. A procurement process is not required for the following items; dollar values will determine the signing authority if a contract is to be signed.
 - a. Petty Cash Items
 - b. Training and Education
 - i. Conferences
 - ii. Courses
 - iii. Conventions
 - iv. Magazines
 - v. Memberships
 - vi. Periodicals
 - vii. Seminars
 - viii. City Employee development and training including all related, equipment, resources and supplies
 - ix. City Employee workshops including all related equipment, resources and supplies
 - x. Subscriptions
 - c. Refundable Employee Expenses – reimbursed through payroll
 - i. Meal allowances
 - ii. Miscellaneous – non-travel
 - iii. Other expenses authorized under City policy
 - d. Corporate General Expenses
 - i. Medicals
 - ii. On-going renewal of existing IM/IT related hardware & software licenses & maintenance support contracts, as well as contracts for Online Saas (Software as a service).

- iii. Charges to or from other government agencies with approval from finance, including:
 - 1. Regional permits
 - 2. Cross boundary agreements
 - 3. Fire dispatch agreements
 - 4. Radio trunking license
- e. Professional and special services
 - i. Legal services, including realty services such as appraisal, land survey, negotiations, and expert services in disciplines such as economic forecasting, as may be needed to deliver legal and realty services.
 - ii. The acquisition, disposition and leasing of land as outlined in the Delegated Authority By-Law
 - iii. Legal services related to HR matters determined by the Manager of Human Resources or designate
 - iv. Performance / artist's fee / special events
 - v. Providers of artistic and recreational services, such as instructors, dance / yoga / gymnastic teachers, historical experts, artistic designers
- f. Utilities (to include servicing and requested plant modifications / relocations related to construction)
 - i. Postage & courier services
 - ii. Water and sewage
 - iii. Hydro
 - iv. Gas
 - v. Telephone (basic services), cellular and wireless devices
 - vi. Cable television charges
 - vii. Other regulated authorities operating within and across municipal right of ways (e.g. CN Rail, Bell Canada)

Schedule “D” Formulaire délégation d’autorité

Je _____ délègue l’autorité à _____
d’approuver des dépenses en capital et d’opérations jusqu’à la limite maximale indiqué
ci-dessous.

Table 3

Dépenses	Limite
Capital	
Opérations	

Signature
(Chef du département)

Signature
(Directeur général)

Schedule “D” Delegation of Authority Form

I _____ delegate the authority to _____
to approve capital and operations expenditures up to the maximum limits set forth
below.

Table 4

Expenditures	Limit
Capital	
Operations	

Signature
(Department Head)

Signature
(Chief Administrative Officer)

Schedule “E” – Request for Tenders (RFT)

The overall objective is to obtain the required goods and/or Services at the best price by an appropriately qualified Supplier. The RFT document shall include the following main requirements:

The RFT should include, but is not limited to, the following:

- Addenda issuance procedures;
- Closing date and time; City processes for acceptance, rejection, payment terms, delivery terms, etc.;
- Requirements at time of closing;
- Bid Deposits and/or Bonding Requirements. If a Bid Deposit is required, include section 25.4 stating that Digital Bid Bond will be the only acceptable form of Bid Deposit;
- Requirements regarding insurance coverage—section 23;
- Discretionary power clause—section 16;
- Award notification process—section 44;
- Debriefings procedures—section 46;
- Bid Dispute resolution process—section 47;
- Conflict of interest—section 40;
- If applicable, additional work or Services, Supplier in litigation, and local preference clauses;
- Terms and conditions as per The Corporation Procurement Policy. The RFT must refer to the City’s website (www.clarence-rockland.com) for a copy of the purchasing policy;
- Statement by Bidder must be included in the RFT documents. The RFT must include the following statement: “Statement by Bidder must be filled out in full by an individual who has the authority to bind the company or the Corporation; otherwise, the Bidding System will not allow the Bid to be sent”;
- Requirement to use Canadian currency for all prices included in the Bid.

Scope/Specifications (as applicable):

- If the product/work requirement can be generally described for information purposes and does not require the Bidder to indicate its compliance, the information can be stated in the RFT under Scope. (For example, supply and delivery of paper);
- If the product/work requirement is specific (in technological requirements, measurements, etc.) that it requires the Bidder to comply with or to provide a spec sheet of the product/work, then specifications are required (e.g. the purchase of a vehicle). Specifications must be specific enough to give all Bidders sufficient information to provide a Bid that will meet or exceed the requirement but general enough that it allows an equal opportunity to Bid.

Bid Form:

- This provides the Bidder with an adequate format to provide unit or lump sum prices matching the description of the product requirements;
- Clearly indicate on the Bid form that the Bid amounts are before taxes;
- The Bid form shall also include an area to provide for the Bidder's contact name, company name, company address, telephone number, and email address.
- All Bidders shall have a Bidding System Supplier account and be a Registered Supplier for this Bid opportunity, which will enable the Bidder to download the Bid Request Document, to receive Addenda email notifications, and download all documents without the watermark "preview" on them and submit their Bid.

Schedule “F” – Request for Proposals (RFP)

When an evaluation team is used, it should consist of representatives of those parties that have an interest or expertise in the project and its requirements.

The RFP should include, but is not limited to, the following:

- Introduction—some general statements regarding the purpose of the RFP, general background information, historical data, etc.;
- Information for Bidders—this includes all of the procedures for the process that includes, but is not limited to, the following:
 - Closing date and time;
 - Addenda Issuance;
 - City processes for acceptance, rejection, payment terms, delivery terms, etc.;
 - Requirements at time of closing, submission details;
 - Requirements regarding insurance coverage—section 23;
 - Discretionary power clause—section 16;
 - Award notification process—section 44;
 - Debriefings procedures—section 46;
 - Bid Dispute resolution process—section 47;
 - Conflict of interest—section 40;
 - If applicable, additional work or Services, Supplier in litigation, and local preference clauses;
 - Terms and conditions as per The Corporation Procurement Policy. The Request for Proposals document must refer to the Corporation’s [webpage](#)
 - for the purchasing policy;
 - Statement by Bidder must be included in the Request for Proposals documents. The Request for Proposals must include the following: “Statement by Bidder must be filled out in full by an individual who has the authority to bind the company or the Corporation; otherwise, the Bidding System will not allow the Bid to be sent”;
- Requirement to use Canadian currency for all prices included in the Bid.

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Scope of Work or Deliverable—outline the objectives, goals, deliverable requirement, etc.

Evaluation Criteria detailing an outline of the evaluation criteria that will assist the Bidders with outlining their submission. The actual weighted ratings do not need to be provided in the RFP document. The evaluation criteria cannot be changed after the Bids have been submitted.

All Bidders shall have a Bidding System Supplier account and be a Registered Supplier for this Bid opportunity, which will enable the Bidder to download the Bid Request Document, to receive Addenda email notifications, and download all documents without the watermark “preview” on them and submit their Bid.

Schedule “G” – Procedures for Acceptance of Bids

Bid Request must abide by the following procedure:

- All Bids must be submitted electronically through the Bidding System except for informal quotation as stated in section 12.2.1. The City will not accept Bids submitted by any other method.
- Bids will only be accepted if they are received by the Bidding System by no later than the Submission Deadline.
- The Submission Deadline will be determined by the Bidding System clock. The timing of the Bid submission is based on when the Bid is **received** by the Bidding System, regardless of when the respondent began the submission process. Onus and responsibility rest solely with the respondent to ensure his Bid is received by the Bidding System by no later than the Submission Deadline.
- The City reserves the right to verify all Bid submissions for requirements and extended prices after the Bid closing and may reject any non-compliant Bid after the Bid closing.
- The City reserves the right to reject any or all Bids for any reason whatsoever.
- Prior to the submission deadline, the Bidder may withdraw the submitted Bid through the Bidding System.
- Collusion between Bidders will be sufficient cause for rejection of all Bids so affected.
- Bids that are conditional or obscure, or that contain additions not called for, alterations, or irregularities of any kind, may be rejected as non-compliant. A Bidder may, however, submit alternative prices on any item for consideration. The City reserves the right to waive informalities at its discretion. The City shall be the sole judge of such matters.
- Bids containing mathematical errors and that are likely to affect adversely the interests of the City may be rejected. The City shall be the sole judge of such matters.

Schedule “H” 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 City’s Procurement Policy.
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 City’s Procurement Policy 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 am (we 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 City’s Bid Request document(s), including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the City), 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 City)
9. I (We) (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the City.
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.