

**THE CORPORATION OF THE TOWN OF GREATER NAPANEE**  
**BY-LAW NUMBER 2021-0046**

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**A By-Law to Define Procurement Policies and Procedures for The Corporation of the Town of Greater Napanee and to Repeal By-Laws 05-05 and Amendment By-Law 2014-0051.**

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**WHEREAS** the *Municipal Act 2001, S.O., 2001, c.25* Section 270 requires all municipalities and local boards to adopt and maintain a policy concerning the procurement of goods and services.

**AND WHEREAS** the Corporation of the Town of Greater Napanee is committed to ensuring its procurement decisions are fair, open and transparent;

**AND WHEREAS** purchases made by the Town of Greater Napanee should reflect best value for the taxpayer, protect the Corporation's financial interests and encourage competitive bidding;

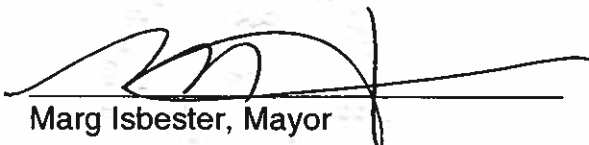
**AND WHEREAS** the Corporation of the Town of Greater Napanee must be prepared to manage extraordinary circumstances from time to time, and that such circumstances may require immediate procurement decisions that are necessary to prevent or alleviate serious delay, a threat to public health, safety or welfare, the disruption of essential services or damage to public property or to respond to any emergency of the Corporation or as required under the provincial *Emergency Management and Civil Protection Act* (as amended);

**AND WHEREAS** effective planning, monitoring and control of public sector procurement are essential for maintaining public trust and confidence;

**NOW THEREFORE** the Council of The Corporation of the Town of Greater Napanee enacts as follows:

1. THAT it is deemed expedient that the Council of the Town of Greater Napanee hereby adopts the Procurement Policies and Procedures for the Town of Greater Napanee attached hereto and marked as Schedule "A".
2. THAT that the Council of the Town of Greater Napanee repeal By-law 05-05, a By-Law to Govern the Purchasing of Goods and Services, Amendment By-law 2014-0051 and all other by-laws or provisions conflicting with this by-law;
3. That this by-law shall take effect upon the date of final passing.

Read a first and second time and finally passed this 28th day of September, 2021.

  
Marg Isbester, Mayor

  
Jessica Walters, Clerk

# **Schedule “A”**

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## **Section 2 - Purposes of this By-Law**

The purposes of this By-law are:

To express the Corporation of the Town of Greater Napanee's (hereinafter referred to as "the Town") goals and objectives in relation to its procurement of goods, services and construction;

To strengthen the Town's goals and objectives for accountable local government;

To describe the roles, responsibilities and authorities of the Town's employees, Chief Administrative Officer (CAO) and elected officials in carrying out the Town's procurement operations;

To extend authority to the CAO for the approval of detailed procurement procedures and protocols that are consistent with the intent of this By-law and, to supplement and amend those procedures and protocols as and when deemed necessary, to meet the present and future needs of the Town; and,

To comply with the requirements of Section 270(1) of the *Municipal Act*, S.O., 2001, as amended from time to time.

## **Section 3 - Procurement Goals and Objectives**

The goals and objectives of the Town's procurement operations are:

To obtain the best value for the Town when procuring goods and service(s) and construction;

To encourage competitive procurement and ensure the principles of fairness, objectivity, transparency and accountability are reflected in the Town's procurement processes;

To offer a variety of purchasing methods and to use the most appropriate method depending on the particular circumstances of the acquisition;

To support effective business planning such that goods, services and construction will only be acquired after consideration of need, alternatives, timing, the mitigation of and adaptation to the vulnerabilities that may be caused by climate change, and appropriate life-cycle management issues;

To adhere to the highest standards of ethical conduct and to avoid conflicts between the interests of the Town and those of the Town's employees, Chief Administrative Officer and elected officials;

To ensure alignment and compliance with the Municipal Act, all applicable trade agreements, laws and regulations;

To practice reciprocal non-discrimination and geographic neutrality with respect to Ontario's trading partners and avoid preferential treatment of local suppliers as per the

*Discriminatory Business Practices Act, R.S.O. 1990, c D12.*

To avoid creating situations or relationships which may result in a continuous reliance on a particular supplier; and

To encourage the procurement of goods, services and construction with due regard to the preservation of the natural environment, and the promotion of human rights and fair labour practices.

#### **Section 4 - Application of This By-Law**

- 4.1 This By-law applies to all departments of the Town and Committees of Council;
- 4.2 This By-law may be adopted in principle and, at their own discretion, by affiliate boards and commissions of the Town;
- 4.3 This By-law applies to the procurement of all goods, service(s) or construction except for those items set out in Appendix "A";
- 4.4 In addition to the items set out in Appendix "A", this By-law does not apply to the acquisition or disposal of real property. The disposal of real property is governed by the Policy and/or By-law in effect at the time of such disposition; and
- 4.5 In addition to this By-law, the Town has procedures, protocols, templates and forms for use during the procurement cycle to assist Departments in achieving compliance with this By-law. All tools for engaging in procurement activity will be maintained and updated by the Finance Department as required and stored on the Town's network directory/intranet and where applicable the external website.

#### **Section 5 - Definitions**

**In this By-law,**

"Associate" means any partner of an employee or Council member; any trust or estate in which the employee has a substantial beneficial interest or as to which the employee serves as trustee or in a similar capacity for the Town; any relative of the employee; any body corporate of which the officer or employee beneficially owns, directly or indirectly, or exercises control or direction over, equity shares of the corporation carrying more than ten (10) percent of the voting rights attached to all equity shares of the corporation for the time being outstanding;

"Award" means authorization to proceed with the Purchase from a chosen Supplier;

"Best value" means the best combination of price (total cost of ownership) technical merit and quality as determined in accordance with pre-defined evaluation criteria and may not be the lowest cost;

“Bid” means a submission in response to a solicitation document which is subject to acceptance or rejection by the Corporation;

“Bid Review Committee” means the committee established pursuant to Section 21 of this By-law;

“Bidder” means a supplier that submits a bid;

“Bid Solicitation” means a request for Bids including informal Requests for Quotation or Proposals and formal Requests for Quotations, Requests for Pre-Qualification, Requests for Tenders, Requests for Proposals, Negotiated Requests for Proposals and Requests for Expressions of Interest;

“Bidding System” means the Corporation of the Town of Greater Napanee’s online, electronic web-based solution for issuing Bid Solicitations and/or receiving online bids and posting results of Bid Solicitations;

“CETA” means the Comprehensive Economic and Trade Agreement set out for Government Procurement (Chapter Nineteen: Government Procurement) effective September 21, 2017 and as may be updated from time to time;

“CFTA” means the Canadian Free Trade Agreement set out for Government Procurement (Chapter Five) effective July 1, 2017 and as may be updated from time to time;

“Chief Administrative Officer” or “CAO” means the Chief Administrative Officer of the Town or designate, as defined by the Municipal Act;

“Clerk” as defined by the Municipal Act;

“Competitive Process” means either an Open Competition or an Invitational Competition;

“Compliant Bid” means a bid that meets the terms and conditions of the Bid Solicitation and this By-Law;

“Construction” means the process of using labour to build, alter, repair, improve or demolish any structure, building or public improvement, and generally does not apply to routine maintenance, or operations of existing real property;

“Consulting Services” means the provision of expertise or strategic advice that is presented for consideration and decision-making, and includes services provided by architects, engineers, designers, surveyors, geo-technical consultants, planners and technology consultants;

“Contract” means a commitment by the Town for the procurement of goods, services or construction from a supplier, which may be evidenced by an agreement executed by the supplier and the Town or a purchase order issued to the supplier by a duly authorized employee of the Town, including revenue generating contracts;

“Contract Extension” means an amendment to a Contract which has the effect of increasing the value of the Contract in funds, increasing the scope of the work and/or extending the term of a Contract, where the terms of the Contract do not include the option for such amendment;

“Cooperative Purchasing” means a variety of arrangements whereby two or more public procurement entities combine their requirements in a single procurement process to obtain advantages of volume purchases from the same supplier(s) or contractor(s);

“Council” means the Council of the Town;

“Department” means a department of the Town;

“Department Head” means the General Manager of Financial Services/Treasurer, the General Manager of Community and Corporate Services, the General Manager of Infrastructure Services, the General Manager of Emergency Services or respective designates that are responsible for a specific department;

“Designate” means a person authorized by the CAO, General Manager or Department Head to act on his/her behalf, for the purpose of this By-Law;

“Discrete Work Assignments” means various, separate or individually distinct work assignments;

“Goods” means moveable property including services that are incidental to the provision of the moveable property, such as manufacturing, delivery, installation or maintenance, and any necessary raw materials, products, supplies, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a construction contract;

“Invitational Competition” means a competitive process in which an invitation to submit bids is issued to at least three suppliers;

“Low Cost Purchase” (LCP) means a purchase for goods, service(s) or construction, as per the thresholds stated in Appendix “B” of this By-law that are not covered by an existing supply arrangement, standing offer or qualified supplier roster or available through the Town’s existing materials inventory;

“Master Framework Agreement” means a master agreement entered into between the Town and pre-qualified suppliers that have been included on a Qualified Supplier Roster.

“Negotiation” means a purchasing method whereby the Corporation may negotiate directly with one or more Suppliers with the intent to award a Contract or extend an existing Contract;

“Non-Standard Procurement” means the acquisition of goods, services or construction through a process or method other than the process and method normally required for



the type and value of the goods, services or construction, as identified and described under Appendix “C” of the Town’s Procurement By-law. Non-standard procurement processes include:

- A “Non-Competitive Procurement”, where the goods, services or construction are acquired directly from a particular supplier without conducting a competitive process when an Invitational Competition or an Open Competition would normally be required; or
- A “Limited Competition”, where bids are solicited from a limited number of suppliers when an Open Competition would normally be required.

“Open Competition” means the solicitation of bids through a publicly posted solicitation document;

“Procurement” or “Purchasing” means the acquisition of goods, service(s) or construction by purchasing, renting or leasing;

“Procurement Value” means the total value of the goods, services or construction being procured, and must include all costs to the Town, including, as applicable, acquisition, maintenance, replacement, disposal, training, delivery, installation and extension options, less applicable rebates or discounts and includes the unrecoverable portion of the HST;

“Purchase Order” means the Town’s written document issued by a duly authorized employee of the Town to a supplier formalizing all the terms and conditions of the purchase and supply of the goods, services or construction identified on the face of the Purchase Order. A purchase order is the simplest form of an agreement used to enter into a purchase;

“Purchasing Card” means both Credit Cards and Purchasing Cards (PCards) provided by the Town, to duly authorized employees of the Town for use as a payment method to purchase directly from suppliers where permitted under this By-law and in accordance with a written card holder agreement and applicable procedures.

“Revenue Contracts” means profit sharing contracts whereby the Town receives a portion of revenue sales or profits earned by a third party under contract with the Town;

“Qualified Supplier Roster” means a list of suppliers that have participated in and successfully met the requirements of a Request for Supplier Qualifications (RFSQ), and have been pre-qualified to perform discrete work assignments involving the delivery of a particular type of goods or services;

“Qualified Supplier Roster Competition” means an expedited, invitational competition between suppliers that have been included on a Qualified Supplier Roster for the selection of a supplier to perform a discrete work assignment during the term of the roster;

“Real Property” means land and its permanently affixed buildings or structures. Any property that is not personal property;

“Relative” means a parent, spouse, child, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law as well as step-relationships and half-relationships; this definition shall also include any other person(s) that are living with the employee on a full-time basis whom the employee has demonstrated a settled intention to treat as an immediate relative;

“Service” means the furnishing of labour, time or effort by a supplier, which may involve the delivery or supply of products incidental to the provision of the services, and includes consulting and non-consulting services;

“Signing Officer” means a person appointed through a by-law or resolution of Council, with the authority to sign cheques and/or execute documents on behalf of the Town.

“Solicitation Document” means the document issued by the Town to solicit bids from bidders;

“Supplier” means a person carrying on the business of providing goods, services or construction;

“Standing Offer” means an Offer from a qualified, pre-approved supplier to the Town to supply goods and services, as requested, through the use of an ordering process during a particular period of time, at a predetermined price or discount, generally within a pre-defined dollar limit;

“Treasurer” as defined by the Municipal Act.

## **Section 6 - Town’s Conduct and Conflicts of Interest**

6.1 The Town’s procurement activities must be conducted with integrity so as to maintain the public’s trust. All procurement activities undertaken by the Town must be conducted in accordance with:

6.1.1 the Town’s Employee Code of Conduct, as applicable;

6.1.2 the Statement of Ethics for Public Purchasers in Appendix “D” of this By-law; and

6.1.3 Appendix “M” – Conflict of Interest

6.1.4 the *Municipal Conflict of Interest Act, R.S.O. 1990, c.M.50*, as applicable.

6.2 All participants in a procurement process, including any external consultants or other service providers acting on the Town’s behalf, must declare any perceived, possible or actual conflicts of interest.

6.3 No purchase will be processed for personal items of direct benefit to employees of the Town or any member of Council except, where permitted by policy, or under the auspices of a Town-sponsored employee program or with the prior approval of

the CAO or designate.

- 6.4 No goods, services or construction will be purchased from an officer or employee of the Town, or any associate or family member of an officer or employee, unless the extent of the interest of such individual has been fully disclosed to the CAO or designate and the purchase has been subsequently approved by the General Manager of Financial Services/Treasurer.

## **Section 7 - Supplier's Conduct and Conflicts of Interest**

- 7.1 The Town expects its suppliers to act with integrity and conduct business in an ethical manner.
- 7.2 The Town may refuse to do business with any supplier that:
- 7.2.1 has engaged in illegal or unethical bidding practices;
  - 7.2.2 has an actual or potential conflict of interest;
  - 7.2.3 has an unfair advantage in the procurement process; or
  - 7.2.4 fails to adhere to ethical business practices.
- 7.3 All suppliers participating in a procurement process must declare any perceived, possible, or actual conflicts of interest.
- 7.4 Where a supplier is retained to participate in the development of a solicitation document or the specifications for inclusion in a solicitation document, that supplier may not be allowed to respond, directly or indirectly, to that solicitation document.
- 7.5 Illegal or unethical bidding practices include:
- 7.5.1 bid-rigging, price-fixing, bribery or collusion or other behaviours or practices prohibited by federal or provincial statutes;
  - 7.5.2 attempting to gain favour or advantage by offering gifts or incentives to Town employees, members of Council or any other representative of the Town;
  - 7.5.3 lobbying members of Council or Town officials and employees or engaging in any prohibited communications during a procurement process;
  - 7.5.4 submitting inaccurate or misleading information in response to a procurement opportunity; and
  - 7.5.5 engaging in any other activity that compromises the Town's ability to run a fair procurement process.
- 7.6 The Town will report any suspected cases of collusion or other bid-rigging offences under the *Competition Act* to the Competition Bureau or to other relevant authorities.
- 7.7 In providing goods, services or construction to the Town, suppliers are

expected to adhere to ethical business practices, including:

- 7.7.1 performing all Town contracts in a professional and competent manner and in accordance with the terms and conditions of the contract;
- 7.7.2 complying with all applicable laws, including safety and labour codes (both domestic and international as may be applicable);
- 7.7.3 ensuring that fair wages are paid to suppliers' employees; and
- 7.7.4 providing workplaces that are free from harassment or discrimination of any kind.

## **Section 8 - Separation of Roles and The Role of Council**

- 8.1 In accordance with best practices in municipal procurement, Council recognizes the need for a clear separation of political and administrative functions in relation to the Town's procurement operations. It is the role of Council to establish policy and to approve expenditures through the Town's budget approval process. Through this By-law, Council delegates to the Town's employees the authority to incur expenditures in accordance with approved budgets through the procurement of goods, services and construction in accordance with the rules and processes set out in this By-law.
- 8.2 To facilitate Council's oversight role in respect of significant projects, Council may require Departments to obtain Council's authority to initiate specific procurements by identifying procurement projects of interest, such as procurements that are of a high value or involve significant risk, security concerns or significant community interest.
- 8.3 To avoid the potential appearance of bias or political influence in procurement contract award decisions, members of Council will have no involvement in competitive procurement processes from the time those procurement processes have been initiated through the advertisement or issuance of the solicitation document until a contract has been entered into with the successful bidder, except where Council is required to approve the contract award in accordance with Section 16 of this By-law.

## **Section 9 - Roles, Responsibilities and Authorities**

Specific responsibilities pertaining to all stages of a procurement process, from the initial identification of requirements through to the management of contracts with suppliers, are detailed in this By-law and the Town's procurement procedures and protocols. In addition to those specific responsibilities, the general roles and responsibilities delegated to the Town's employees are set out below.

### **9.1 Chief Administrative Officer**

It is the role of the CAO or designate, to implement and promote this By-law and oversee the conduct and activities of the Town's employees in carrying out the Town's procurement operations. In fulfilling this role, the CAO is responsible for:

- 9.1.1 Approving procurement procedures and protocols;
- 9.1.2 Ensuring compliance with this By-law and reporting serious or repetitive incidents of non-compliance to Council, as warranted; and
- 9.1.3 Submitting recommendations and reports to Council, as required under this By-law.

## **9.2 General Manager of Financial Services/Treasurer**

It is the responsibility of the Treasurer for overseeing Purchasing staff and provide support and guidance and as required:

- 9.2.1 Addressing and, where possible, resolving issues or concerns that arise in respect of a procurement process or the application and interpretation of this By-law and the Town's procurement procedures and protocols and seeking guidance and advice from the CAO and the Clerk, as required;
- 9.2.2 Referring unresolved issues or concerns raised by the Town's employees to the CAO, as necessary;
- 9.2.3 Auditing compliance with this By-law and reporting non-compliance, in writing, to the appropriate Department Head and/or the CAO where warranted.
- 9.2.4 Ensuring proper internal controls including segregation of duties.

## **9.3 Director of Operational Audits / Finance Department**

It is the role of Financial Department staff to assist in the Town's procurement operations. In fulfilling this role, the Director of Operational Audits or designate is responsible for:

- 9.3.1 Researching developments in Canadian public procurement requirements and best practices and recommending updates to this By-law and the Town's procurement procedures and protocols to reflect such developments and support the Town's procurement goals and objectives;
- 9.3.2 Providing procurement advice and related services, including developing and maintaining the necessary forms, contracts, and solicitation document templates, for the purposes of fulfilling the procurement needs of the Town;
- 9.3.3 Developing procurement strategies and continually analyzing Town's business requirements and spending patterns to identify opportunities for more strategic sourcing, including:
  - the standardization of goods and service(s) in conjunction with departments, where appropriate and feasible; and
  - the consolidation of all similar goods and service(s) where appropriate and possible.
- 9.3.4 Ensuring the consistent application of procurement procedures and protocols and providing procurement services in an efficient and diligent

- manner;
- 9.3.5 Referring unresolved complaints from bidders or suppliers to the Bid Review Committee, as necessary, or where required in accordance with applicable procedures and protocols;
  - 9.3.6 Providing appropriate orientation, training and tools to Town employees involved in procurement activities; and
  - 9.3.7 Serving as the Town's representative as a member of co-operative purchasing groups and organizations, where such membership is determined to be in the best interests of the Town.

#### **9.4 Department Managers / Directors**

It is the role of Department Managers to ensure that their requirements for goods, services and construction are met in accordance with the goals and objectives of this By-law. In fulfilling this role, Department Managers, or designates, are responsible for:

- 9.4.1 Exercising their authority for all procurement activity within the prescribed limits of this By-law;
- 9.4.2 Delegating authority approval limits to staff in compliance with this By-law and all applicable procedures and protocols;
- 9.4.3 Ensuring that all procurement activities and decisions are authorized by this By-Law and are carried out in accordance with the Town's procurement procedures and protocols;
- 9.4.4 Monitoring all contract expenditures to ensure compliance with financial limits;
- 9.4.5 Identifying and addressing non-compliance with this By-law and applicable procedures and protocols within their Departments;
- 9.4.6 Upon discovery of instances of non-compliance, notifying the Treasurer and consulting with the CAO to obtain advice with respect to mitigating potential risks to the Town arising from the non-compliance;
- 9.4.7 The Department Manager or designate, shall inform the Finance Department of supplies and/or services with a total value exceeding \$20,000 (or for consulting and professional services exceeding \$50,000), detailing departmental requirements and including budgetary limits and authorization;
- 9.4.8 Shall ensure a copy of all legally executed contracts relating to the procurement of goods, services and construction are retained in accordance with the Records Retention By-law and an original copy is provided to the Clerk's Department.

#### **9.5 Responsibilities of Department Employees and Town Staff**

Employees of all Departments are responsible for complying with this By-law. Department employees involved in procurement activities must clearly understand their obligations and responsibilities under this By-law and all applicable procedures and protocols and should consult with Purchasing staff in respect of any questions

regarding the application or interpretation of this By-law or the procurement procedures and protocols.

- 9.5.1 Where direct award by user departments is allowed under Section 13, payment may be made by Purchase Card (PC).
- 9.5.2 When payment by PC is not viable, a purchase order must be issued at the time of placing the order or engaging the service. Purchase Order Terms and Conditions must accompany the supplier/vendor portion of the Purchase Order.
- 9.5.3 When the purchase of supplies or services is greater than \$10,000 but less than \$20,000, documentation of three bids as required under Appendix "B", shall be attached to the purchase order.
- 9.5.4 Where the purchase of consulting and professional services is greater than \$20,000 but less than \$50,000, documentation of three proposals as required under Appendix "B", shall be attached to the purchase order.
- 9.5.5 It is important that Town staff plan effectively to allow sufficient time to follow the requirements of the procurement policy. The Town will align posting procedures of all competitive bid documents as to the time periods set out in the Canada European Economic Trade Agreement (CETA) and the Canadian Free Trade Agreement (CFTA) dependent on trade agreement monetary thresholds.
- 9.5.6 Departments shall inspect all deliveries of supplies and services to determine whether they meet the specifications set out in the purchase order or contract prior to receiving in the financial system.
- 9.5.7 Bid documents shall be retained in accordance with the Retention of Records By-law.
- 9.5.8 Employees of all Departments are responsible for complying with this By-law. Department employees involved in procurement activities must clearly understand their obligations and responsibilities under this By-law and all applicable procedures and protocols and should consult with the Finance Department in respect of any questions regarding the application or interpretation of this By-law or the procurement procedures and protocols.

## **Section 10 - Cooperative Purchasing**

- 10.1 Staff in consultation with the Finance Department are authorized to participate in cooperative purchasing arrangements with other municipalities, regions, local boards, and public agencies within the province when in the Town's best interests or utilize a 'piggyback clause" within public sector contracts and consortiums. The Finance Department shall ensure that any procurement conducted through cooperative purchasing is carried out in a manner consistent with the CFTA and CETA.
- 10.2 Staff in consultation with the Finance Department may acquire supplies or services from a federal, provincial or municipal body, ministry, agency, board, corporation or authority or in the case of Provincial and Federal Standing Agreements, or other competitive procurement processes. Staff may take

advantage of these opportunities if they are deemed to be in the best interest of the Town.

10.3 Any direct award shall be considered Non-Competitive Procurement and shall follow the requirements of Appendix "C".

**Section 11 - Trade Agreements**

Purchases by the Corporation may be subject to the provisions of trade agreements including but not limited to CETA and CFTA.

Where an applicable trade agreement supersedes and is in conflict with this By-Law, the trade agreement shall take precedence.

Staff that are authorized to make purchasing decisions, shall advise the appropriate Department Manager when a purchase may not conform to an applicable trade agreement as early as possible in the Bid Solicitation process.

**Section 12 - Purchasing Procedures**

12.1 All costs to the Town, including as applicable, acquisition, maintenance, replacement, disposal, and training, delivery, installation and extension options, less applicable rebates or discounts and including the unrecoverable portion of the HST as applicable for the specific procurement request, shall be included in determining the procurement process to be followed.

12.2 The dollar values identified in this section represent the estimated maximum total value of the procurement over its entire duration, whether awarded to one or more suppliers, considering premiums, fees, commissions and interest and providing for the total value of all possible options.

12.3 No employee of the Town shall divide or split a purchase or a contract with the sole intent of avoiding the requirements of this policy or to circumvent the prescribed approval authority dollar limits;

12.4 Procurement of supplies and services should be made from suppliers who hold contracts that were coordinated through the Finance Department on behalf of the Town, such as Qualified Supplier Rosters, Standing Offers and/or Vendors of Record.

12.5 Authority to purchase during emergency events is detailed under Appendix "C".

12.6 The following procedures may be used in purchasing supplies and/or services for the Town:

Exempt Procurements	Appendix "A"
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Delegated Procurement Authorities	Appendix "B"
Non-Standard Procurements	Appendix "C"
Statement of Ethics for Public Purchasers	Appendix "D"
Informal Quotations / Proposals by Departments	Appendix "E"
Request for Quotations (RFQ)	Appendix "F"
Request for Tenders (RFT)	Appendix "G"
Request for Proposals (RFP)	Appendix "H"
Request for Supplier Qualification (RFSQ) – Supply Arrangements – Qualified Supplier Roster	Appendix "I"
Request for Standing Offers (RFSO)	Appendix "J"
Development of Specifications	Appendix "K"
Bid Irregularities	Appendix "L"
Conflict of Interest	Appendix "M"
Environmental Sourcing and Procurement	Appendix "N"
Credit Card Purchases, Policies and Procedures	Appendix "O"

### **Section 13 - Standard Procurement**

13.1 A standard procurement is the acquisition of goods, services or construction through the applicable process and method identified and described in Appendix "B" of this By-law. Depending on the type and value of the goods, services or construction required, standard procurement processes include:

- 13.1.1 placing an order under an existing Standing Offer;
- 13.1.2 conducting a Qualified Supplier Roster Competition to solicit bids from suppliers on an existing Qualified Supplier Roster;

- 13.1.3 making Low Value Purchases using petty cash, a corporate purchasing card or the issuance of a purchase order;
- 13.1.4 conducting an Invitational Competition by soliciting bids from a minimum of three suppliers; or
- 13.1.5 conducting an Open Competition by publicly advertising and posting the solicitation document.

13.2 All standard procurement processes must be approved, conducted and reported in accordance with this By-law and all applicable procedures and protocols.

## **Section 14 - Non-Standard Procurement**

14.1 A non-standard procurement is the acquisition of goods, services or construction through a process or method other than the process and method normally required for the type and value of the required goods, services or construction, as identified and described under Appendix "C" of this By-law. Non-standard procurement processes include:

14.1.1 a Non-Competitive Process, where the goods, services or construction are acquired directly from a particular supplier without conducting a competitive process when an Invitational Competition or an Open Competition would normally be required; or

14.1.2 a Limited Competition, where bids are solicited from a limited number of suppliers when an Open Competition would normally be required.

14.2 The use of a non-standard procurement process is only permitted under the specific circumstances set out in Appendix "C" of this By-law.

14.3 All non-standard procurement processes must be approved and conducted in accordance with this By-law and all applicable procedures and protocols.

## **Section 15 - Delegated Procurement Authorities**

### **15.1 Delegated Procurement Authorities**

A contract must be established by the execution of a legal agreement and/or the issuance of a purchase order before the delivery of goods, services or construction commences.

Delegated authorities to award a contract or issue a purchase order evidencing a contract are set out in the table in Appendix "B" of this By-law.

A Purchase Order is to be used when the resulting contract is straightforward and will contain the Town's standard Purchase Order Terms and Conditions.

A legal agreement is to be used when the resulting contract is complex and will contain terms and conditions other than the Town's Standard Terms and Conditions.

An agreement is to be executed by persons, who are authorized by Council resolution

to execute contract documents.

## 15.2 Conditions of Delegated Procurement Authority

The delegated procurement authorities are subject to the following conditions:

- 15.2.1 No contract award may be approved unless the approved annual budget funding in an amount sufficient to cover the procurement value is available and the procurement process was conducted in accordance with this By-law and all applicable procedures and protocols;
- 15.2.2 No contract may be entered into, either through the issuance of a purchase order or the execution of a legal agreement, unless the approved annual budget funding in an amount sufficient to cover the procurement value is available and the procurement process was conducted in accordance with this By-law and all applicable procedures and protocols;
- 15.2.3 No legal agreement may be executed unless the agreement and any ancillary documents have been prepared in a form satisfactory to the CAO in consultation with the Town Solicitor;
- 15.2.4 A financing lease may only be approved and entered into in accordance with the Town's Lease Financing Policy.
- 15.2.5 The delegation of authority to approve a contract does not apply to a contract requiring Council approval under Section 16 of this By-law.

## Section 16 - Table of Authority for Purchasing and Payments

16.1 Authority limits for purchasing and payments (cost as defined in Appendix 'B') are as follows:

POSITION	DETAIL	LIMIT*
Mayor and Council	All expenditures	Unlimited
Chief Administrative Officer & Treasurer	All expenditures	\$100,000
General Managers	All expenditures	\$50,000
Department Directors	General Purposes – day-to-day departmental requirements. Payments for approved Contracts/Service Agreements	\$20,000
Department Managers	General Purposes – day-to-day departmental requirements. Payments for approved Contracts/Service Agreements	\$10,000

Staff not listed above	Refer to Delegation of Authority for Purchasing and Payments Policy
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\*Approval limits are subject to available funds in the Approved Budget

16.2 Authority for payments in this Appendix relate to payments of amounts contained in approved budgets or by resolution only. Department Heads are able to delegate signing authority to selected individual(s).

16.3 Delegated authority for approval of utility bills, payroll related regulatory remittances and other government remittances is provided to the CAO and/or Treasurer and their designates as appropriate and are excluded from this Appendix.

16.4 The numbers in this table are maximums.

### **Section 17 - Council Approval**

17.1 The following award of contracts require Council approval, unless approved in accordance with Section 16.2.

17.1.1 Any contract requiring approval from the Province of Ontario.

17.1.2 Any acquisition of goods or services that is not already included in the approved budget, such as items requiring pre-budget approval or post-budget amendments, must be reported to Council to have the expenditure authorized via Resolution.

17.1.3 There is an irregularity or unresolved challenge in connection with the Procurement and, in the opinion of the CAO, in consultation with the applicable Department Head and Treasurer, the award of the contract is likely to expose the Town to significant legal, financial or reputational risk.

17.1.4 The procurement value exceeds the approval limits of delegated procurement authorities as set out in Section 15.

17.2 Where necessary, the CAO is authorized to approve the contracts normally subject to Council approval, as set out in Section 16.1, during the time that regular Council meetings are suspended, provided that a report is submitted to Council, as soon as reasonably possible, setting out the details of any contract approved pursuant to this authority.

### **Section 18 - Bid Irregularities**

#### **18.1 Major or Minor Irregularity and Mathematical Error**

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

Irregular Results of a competitive procurement process are to be reported to

Department Head and Treasurer.

For the purposes of this policy, a submission showing irregularities are classified as "major irregularities" or "minor irregularities" or "mathematical errors" and defined as follows:

A "major irregularity" is a deviation from the competitive procurement process request that affects the price, quality, quantity or delivery, and is material to the award. The bidder will be disqualified from the process. The Town must reject any offer submitted, which contains a major irregularity. The bidder will be notified of the rejection due to the major irregularity.

A "minor irregularity" is a deviation from the competitive procurement process request, which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. The bidder will be given the opportunity to adjust the irregularity and continue in the process. The Town may permit the person to correct a minor irregularity to make the submission compliant.

A "mathematical error" is a deviation in addition, subtraction, multiplication or division, or a transposition error which may or may not affect the total price. A mathematical error will be corrected based on the unit bid price, including sales tax amounts if applicable. Where the intent of the price, unit or otherwise is unclear, the bid may be declared non-compliant.

Refer to the Appendix "L" for a non-exhaustive list of examples of major and minor irregularities.

If, in the opinion of staff, any bidder has underestimated the value of the goods and/or services to be provided as reflected in its unit/bid price/fee, authorized staff may reject the bid as unbalanced (i.e., not representative of the scope of the supplies and/or services).

## **Section 19 - Bidder Debriefings**

19.1 Where the Town has conducted a competitive procurement process, unsuccessful bidders may request a debriefing. Debriefings must maintain the confidentiality of the detailed content of the Proponent's submissions. The goal is to assist the Proponent in better understanding the strengths and weaknesses of their own submission. The Finance Department will coordinate the arrangements for the meeting.

## **Section 20 - Procurement Protests**

20.1 Suppliers may formally protest the outcome of a procurement process. Formal protests must be made by suppliers to the CAO and responded to by the Town's CAO, Treasurer and/or the responsible Department Manager.

## **Section 21- Bid Review Committee**

- 21.1 Where irregularities occur, or complaints or challenges are made by bidders or suppliers in respect of a procurement process, staff will provide notice to the Treasurer to initiate the Bid Review Committee process. The BRC will review the matter with the objective of presenting a solution, recommendation or otherwise resolving the issue.
- 21.2 The Treasurer is responsible for establishing a Bid Review Committee (the “BRC”) for the purpose of making determinations in respect of matters referred to it by staff.
- 21.3 Whenever the Bid Review Committee process is initiated the Treasurer will designate the Director of Operational Audits as well as two or more other persons to sit on the committee.
- 21.4 If the BRC cannot reach agreement on the resolution of a matter referred to it, or otherwise considers it advisable, a report of the findings of the BRC must be prepared and submitted to the Town Solicitor for legal advice, if necessary.

## **Section 22 - Contract Management and Supplier Performance**

- 22.1 Once the contract has been signed, it is essential that it be properly managed. Departments are responsible for all aspects of contract management. The following principles must be followed with respect to all Town contracts:
- 22.1.1 Scope Management – The scope of each contract must be appropriately managed to ensure that all deliverables are properly received, quality control is undertaken, payments are appropriately made, all timelines are met, and any extension options are appropriately exercised.
- 22.1.2 Payments to Suppliers – Departments are responsible for ensuring that all payments are made in accordance with the contract and for reviewing and approving supplier invoices.
- 22.1.3 Scope Changes and Contract Amendments – Scope changes and contract amendments are to be managed prudently when unforeseen events arise when a project is underway:
- The supplier must submit a change order request including rationale, cost and timing implications;
  - The change must be approved by the Town prior to commencement of work;
  - The change must be funded within an approved budget;
  - The amendment of the contract must be approved in accordance with the approval limits set out in Section 16 of this By-law; and
  - If the amendment results in an increase of greater than 10% of the original contract value, the amendment must have the approval of the Department Head, Treasurer or CAO or designate in accordance with Section 15 and Appendix C – Contract Extension.
- 22.1.4 Contract Disputes – All potential disputes with suppliers must be managed

in accordance with the dispute resolution mechanisms outlined in the contract. Where a contract is silent on dispute resolution, Departments should ensure that potential disputes are proactively managed and appropriately escalated. Written copies of all communications and correspondence with suppliers concerning a contract dispute must be maintained by the Department.

- 22.1.5 The respective Department Head, or designate, is responsible for monitoring and documenting supplier performance and compliance with procurement contracts in accordance with the Town's Supplier Performance Evaluation Protocol. Ensuring that performance problems are addressed quickly and effectively and that a written record is kept of all matters connected with performance tracking is essential to proper contract management. This protocol is available to staff on the Town's Intranet and to suppliers on the Town's external website.
- 22.1.6 Termination – A contract can only be terminated prior to its expiry date in accordance with the terms of the contract. Where necessary, legal services will be retained to provide advice on any legal risks connected with terminating the agreement.
- 22.1.7 Supplier Disqualification – Problematic suppliers can be barred from future contracts with the Town in accordance with the Town's Supplier Disqualification Protocol, as maintained by the Finance Department.

## **Section 23 - Negotiations**

23.1 Notwithstanding that Negotiation may be a component of another procurement process, a Department Head or designate (dependent on level of authority Section 15) is authorized to enter into negotiations with or without formal competitive bids when any of the following circumstances apply:

- 23.1.1 Where there is only one known source of supply;
- 23.1.2 Where two or more identical bids are received;
- 23.1.3 When bids have been solicited and no responsive bid has been received;
- 23.1.4 When the lowest bid received exceeds the estimated cost;
- 23.1.5 When all bids fail to comply with the specifications of conditions and it is impractical to recall;
- 23.1.6 Where the extension or reinstatement of an existing contract would prove cost-effective or beneficial;
- 23.1.7 When, due to market conditions, required goods or services are in short supply;
- 23.1.8 All responsible and responsive submissions exceed the budget by a material amount as determined by the Treasurer;
- 23.1.9 Fewer than two (2) submissions are received in a formal competitive procurement process;
- 23.1.10 An award of the contract to the lowest responsible and responsive vendor is considered to not be in the best interest of the Town.

23.1.11 Emergencies which could not be foreseen, that could be a threat to public health or safety and require immediate delivery of supplies and/or performance of contract.

23.1.12 A Roster has been developed in accordance with the Qualified Supplier Roster Protocol.

23.2 The Negotiation Protocol contains established guidelines and procedures for negotiating with bidders or suppliers. This protocol should be read in conjunction with the Town's Procurement By-law and contains the following negotiation procedures:

- Negotiation with Supplier in a Non-Competitive Process
- Negotiation with Bidders in a Competitive Process
- Consecutive Negotiation Process
- Concurrent Negotiations and Best and Final Offers
- Negotiation with Bidders in a Competitive Process

23.3 The methods of negotiation shall be those that employ fair and ethical practices. The information pertinent to and the results of all such negotiations shall be reported to the Treasurer and at the discretion of the CAO, shall be reported to Council.

## **Section 24 - Records Retention and Access to Information**

24.1 All procurement activities must be supported by appropriate documentation and all records relating to a procurement process must be retained in accordance with the Town's Records Management By-law and any associated records management policies and procedures.

24.2 Disclosure of information related to the Town's procurement processes must be made in accordance with applicable procurement procedures and protocols and the Town's policies with respect to disclosure and protection of information in accordance with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)* and the *Personal Health Information Protection Act (PHIPA)*, as amended.

## **Section 25 - Unsolicited Proposals**

25.1 All unsolicited proposals, including any offers for presentations or product/service trials submitted to the Town with the expectation on the part of the submitter of obtaining consideration for an ensuing contract or purchase by the Town will not be given preference. Purchases will follow the requirements and processes contained within this Procurement Policy.

25.2 In the event, that an actual goods/services product presentation or demonstration would be required in advance of a purchase decision, such presentation or demonstration should be included as part of the formal competitive bid process.



25.3 Any procurement resulting from the receipt of an unsolicited bid must comply with the provisions of this Procurement By-law.

25.4 In the absence of a competitive process, a contract may only be awarded in respect of an unsolicited proposal if a Non-Standard Procurement is permitted in accordance with this By-law and all applicable procedures and protocols.

## **Section 26 - Occupational Health and Safety**

26.1 The Town will promote and incorporate the requirements of the *Occupational Health and safety Act, R.S.O. 1990, C. O.1*, in procurement activities of the Town.

## **Section 27 - Accessibility for Ontarians with Disabilities**

27.1 When purchasing goods, services and facilities it shall be required to incorporate accessibility design, criteria and features except where it is not practicable to do so. This is a requirement of the *Integrated Accessibility Standard Regulation (O.Reg.191/11)* under the *Accessibility for Ontarians with Disabilities Act 2005, S.O. 2005, c.11*.

27.2 When preparing the specifications, the user department shall be knowledgeable of the *Accessibility for Ontarians and Disabilities Act 2005* and its regulations and apply those requirements with respect to procuring goods, services and/or facilities, and in the development of specifications.

## **Section 28 - Environmentally Sustainable Procurement**

28.1 The Town is committed to the purchase of goods and services with due regard to the preservation of the natural environment and to encourage the use of sustainable and environmentally friendly products and services.

28.2 All departments, are encouraged to seek additional ways of achieving the goal of being environmentally safe and responsible thorough review of each procurement process to ensure that, wherever possible and economically feasible, the Town's solicitation document includes specifications that reflect sustainable and environmentally friendly attributes of the goods and services, as further described in Appendix N – Environmental Sourcing and Procurement.

## **Section 29 - Sale and Other Disposition of Real Property**

29.1 The procedures for the sale of real property are found in Greater Napanee By-Law 2007-0059, as amended, a By-Law to Establish Procedures Governing the Sale and Other Disposition of Land.

## **Section 30 - Quarterly Report to Council**

30.1 The Finance Department must submit a quarterly procurement information report

to Council to provide the following information about the Town's procurement activities:

30.2 The circumstances and details of any emergency purchase(s) with a Procurement value equal to or greater than \$100,000; and

30.3 The circumstances and details of all non-standard procurements with a procurement value equal to or greater than \$10,000.

### **Section 31 - By-Law Review**

31.1 This Procurement By-law will be reviewed every five (5) years, or such earlier date as the CAO or designate or Council may deem it appropriate to evaluate its effectiveness.

### **Section 32 - Short Title**

32.1 The short title of this By-law is the "Procurement By-law".

### **Section 33 - Interpretation of By-Law**

3This By-law shall be interpreted in accordance with the following:

33.1.1 the part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this By-law;

33.1.2 this By-law shall be construed with all changes in number and gender as may be required by the context;

33.1.3 references in this By-law to any legislation or any provision thereof include such legislation or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor legislation thereto.

## **Section 34 - Appendices**

Appendix "A" to this By-law – Exempt Procurements forms an integral part of this By-law and is attached hereto.

Appendix "B" to this By-law – Delegated Procurement Authorities forms an integral part of this By-law and is attached hereto.

Appendix "C" to this By-law – Non-Standard Procurements forms an integral part of this By-law and is attached hereto.

Appendix "D" to this By-law – Statement of Ethics for Public Purchasers forms an integral part of this By-law and is attached hereto.

Appendix "E" to this By-law – Informal Quotations / Proposals by Departments forms an integral part of this By-law and is attached hereto.

Appendix "F" to this By-law – Request for Quotations (RFQ) forms an integral part of this By-law and is attached hereto.

Appendix "G" to this By-law – Request for Tenders (RFT) forms an integral part of this By-law and is attached hereto.

Appendix "H" to this By-law – Request for Proposals (RFP) forms an integral part of this By-law and is attached hereto.

Appendix "I" to this By-law – Request for Supplier Qualification (RFSQ) – Qualified Supplier Roster - Supply Arrangements forms an integral part of this By-law and is attached hereto.

Appendix "J" to this By-law – Request for Standing Offers (RFSO) forms an integral part of this By-law and is attached hereto.

Appendix "K" to this By-law – Development of Specifications forms an integral part of this By-law and is attached hereto.

Appendix "L" to this By-law – Bid Irregularities forms an integral part of this By-law and is attached hereto.

Appendix "M" to this By-law – Conflict of Interest forms an integral part of this By-law and is attached hereto.

Appendix "N" to this By-law – Environmental Sourcing and Procurement forms an integral part of this By-law and is attached hereto.

Appendix "O" to this By-law – Credit Card Purchases, Policies and Procedures forms an integral part of this By-law and is attached hereto.

## Appendix "A" - Exempt Procurements

Competitive Bidding processes are not required for the following categories. The listing below is not a comprehensive listing. Purchasing staff will, from time to time, review and approve new situations or items to determine if they fall within the purview of this Appendix. For exceptions outside of this Appendix purchasing staff may request the user department follow the requirements of Appendix "C" – Non-Standard Procurement.

- a) **Petty Cash Items** - Maximum \$50 per transaction
  - Work to be performed on the property under the provisions of a lease, warranty or guarantee held in respect of the property or the original work.
  - Goods purchased on a commodity market.
- b) **Training / Education / Professional Development** – paid via PC or Cheque Requisition
  - Conferences / Conventions / Courses / Seminars / Workshops - If employee paid, reimbursement will be made through payroll
  - Magazines / Periodicals / Subscriptions
  - Memberships
  - Corporate staff development, workshops and training including all related, equipment, resources, supplies, trainers, coaches and speakers
- c) **Refundable Employee Expenses** – reimbursed through payroll
  - Meal allowances
  - Miscellaneous – non-travel
  - Travel expenses
  - Entertainment expenses
- d) **Corporate General Expenses**
  - Payroll and Benefit Premiums and remittances
  - Recruitment services
  - Public employment contracts
  - Advertising in newspapers, radio, television, etc.
  - Employee Medicals
  - Medical or other Investigative Services
  - Ongoing Licences– including Hardware and Software Licences and maintenance contracts
  - Debenture payments
  - Insurance premium payments, claim settlements and adjuster services
  - Grants to agencies
  - Damage claims
  - Petty cash replenishment
  - Tax remittances
  - Property tax refunds
  - Workplace Safety and Insurance Board (WSIB) remittance
  - Building/Development permit refunds and deposit returns
  - Charges to or from other government agencies with approval from Finance, including;

- Regional Permits
  - Cross Boundary Agreements
  - Fire Dispatch Agreements
  - Radio Trunking License
  - Vehicle Licensing
  - Police Services
  - Real Estate transactions including the acquisition or rental of land, existing buildings, or other immovable property or the rights thereon
  - Bank charges
  - Development Charges, Connection Fees, and Cash in Lieu refunds
  - Brokerage Fees
  - Commissions
  - Taxi Services
  - Recreation program/facility refunds
  - Committee Fees
- e) **Professional and Special Services**
- Counselling services
  - Legal counsel and professional and expert services as required and authorized by a Department Head in consultation with the Treasurer and/or CAO.
  - Legal counsel and professional and expert services for employment and labour law matters as required and authorized by the Department Head, Human Resources in consultation with the Treasurer and/or CAO
  - Arbitrators, Mediators and Investigators
  - Acquisitions from philanthropic institutions, non-profit organizations, prison labour or natural persons with disabilities
  - Financial services respecting the management of government financial assets and liabilities (i.e. treasury operations), including ancillary advisory and information services, whether or not delivered by a financial institution
  - Appraisal charges
  - Land survey costs where competitive bids are not able to be obtained
  - Hiring of consultants or contractors to complete project deficiencies or complete the work of a developer where the developer has abandoned the project or is negligent in completion and where funds to complete the work are being drawn from deposits held by the Town and where time does not permit a competitive bidding process
  - Special Events - performers, artists, speakers, facility rental, catering, equipment, resources and supplies
  - Honorarium where a Social Insurance Number shall be provided
  - Providers of artistic and recreational services, such as instructors, dance/yoga/gymnastic teachers, historical experts, artistic designers, health and appearance therapists, public/guest speakers, individuals or ensembles that offer creative content for presentation to others.

Staff engaging Professional & Special Services (Section e) listed above are responsible

to request proof of commercial general liability insurance and certificate of good standing with WSIB and keep all documentation current until completion of the work. Exceptions must be pre-approved by the Treasurer.

**f) Utilities**

- Servicing and requested plant modifications / relocations related to construction
- Postage and Courier Services
- Water and Sewage
- Hydro and Gas
- Telephone (basic services), Cellular and Wireless Devices
- Service relocations when required by a designate authority, e.g. Union Gas, Ontario Hydro
- Cable or CCTV Television Charges
- Radio system licensing
- Services and Inspection of the Technical and Safety Standards Association (TSSA)
- Other regulated authorities operating within and across municipal right of ways (e.g. CN Rail, Bell Canada)

**g) Election materials**

The Clerk has the authority to purchase goods, services and equipment considered necessary or advisable to carry out the requirements of the Municipal Elections Act, S.O. 1996, c.32. The Clerk shall wherever possible be guided by the provisions of this Policy.

## Appendix "B" - Delegated Procurement Authorities

\*Total procurement value includes all costs to the Town, including as applicable, acquisition, maintenance, replacement, disposal, and training, delivery, installation and extension options, less applicable rebates or discounts and including the unrecoverable portion of the HST, as applicable for the specific procurement request, and represent the value of the annual contract or entire multi-year contract.

Total Procurement Value *	Procedure	Mandatory Requirements	Authority to Approve the Award of a Contract and Issue a PO
<b>For the Procurement of Supplies or Services:</b>			
<\$10,000	Low Cost Purchase/Direct Award by User Departments also includes purchases made through the Qualified Supplier Roster or Vendor of Record List	Payment by Purchasing Card (PCOS) or Purchase Order.	In accordance with spending authority.
>\$10,000	Qualified Supplier Roster Competition issued to all applicable suppliers on Qualified Supplier Roster or Vendor of Record List	Refer to Delegation of Authority for Purchasing and Payments Policy.	In accordance with spending authority.
Limited to maximum dollar value as specified in the Standing Offer	Request for Standing Offer - Utilization of Standing Offers – Call-up issued to one supplier from these lists.	Appendix I Purchase Order	In accordance with spending authority.
\$10,000 but <\$20,000	Invitational / Informal Quotations/Proposals by User Departments	Appendix "E" Award Form Purchase Order	In accordance with spending authority.

\$20,000 but <\$50,000	Request for Quotations (RFQ) or Request for Proposals (RFP) by User Departments in consultation with Purchasing Staff	Appendix "F" Appendix "H" Award Form Purchase Order	In accordance with spending authority.
>\$50,000	Request for Tenders (RFT) and Request for Proposals (RFP) by User Departments in consultation with Purchasing Staff	Appendix "G" Appendix "H" Award Form Purchase Order	In accordance with spending authority.
<b>For the Procurement of Construction:</b>			
<\$10,000	Direct Award by User Departments	Payment by Purchasing Card (PCOS) or Purchase Order	In accordance with spending authority
\$10,000 but <\$20,000	Informal Quotations by User Departments or the Qualified Supplier Roster Protocol (Direct Award or Roster Competition) or Vendor of Record List	Appendix "E" Award Form Purchase Order Manager Approval Required	In accordance with spending authority
\$20,000 but <\$50,000	Request for Quotations or Qualified Supplier Roster Protocol (Roster Competition) or Vendor of Record List	Award Form Purchase order	



\$50,000 but <\$100,000	Request for Quotations (RFQ) or Request for Proposals (RFP) or Qualified Supplier Roster Protocol (Roster Competition) or Vendor of Record List by User Departments in consultation with Purchasing Staff	Appendix "F" Appendix "H" Award Form if over \$100,000 Purchase Order	In accordance with pending authority
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<b>For Non-Competitive Procurement:</b>			
>\$10,000	Single Source Sole Source Contract Extension/Purchase Order Increase	Appendix "C" Non-Competitive Award Form Purchase Order Purchase Order Amendment	Treasurer, Clerk or CAO (or designate)
>\$10,000	Consulting Services – Repetitive Projects/Assignments for Continuous Service	Appendix "C" Non-Competitive Award Form Award Form Purchase Order	In accordance with pending authority.
>\$30,000	Standardization – purchases based on an approved Standardization Award Form that Resulted in Single Source	Appendix "C" Non-Competitive Award Form Purchase Order	In accordance with pending authority.

**For Emergency Procurement:**

<b>Total Procurement Value</b>	<b>Procedure</b>	<b>Authority to Approve</b>
>\$25,000	A report must go to Council if the procurement is over the approved budget	CAO or Treasurer
<\$25,000	A report must go to Council if the procurement is over the approved budget	Department Head

<b>For Contract Renewals:</b>			
>\$30,000	Optional Year Contract Renewal where provision for such optional year renewal formed part of the original contract	Award Form Purchase Order	In accordance with spending authority.
<b>For Qualified Supplier Roster</b>			
	Roster established through Request for Supplier Qualification (RFSQ) Process by Purchasing Staff	Appendix "I" Approval Form for > \$30,000  Master Framework Agreements required	In accordance with spending authority.
<b>Council Approval Required</b>			
<b>Threshold</b>	<b>Procurement of Any Goods, Services or Construction for which:</b>	<b>Approval Authority</b>	
All	<ul style="list-style-type: none"> <li>• Statute requires Council approval</li> <li>• Contract requiring approval from the Ontario Municipal Board</li> <li>• Exemption from any or all purchasing methods is required.</li> <li>• Budget has not been approved.</li> <li>• Increased funding from a reserve fund is required.</li> <li>• There is an irregularity or unresolved challenge in connection with the Procurement Project and in the opinion of the CAO or designate, in consultation with the applicable</li> </ul>	Council	

	<p>Department Head and Treasurer, the award of the contract is likely to expose the Town to significant legal, financial or reputational risk.</p>		
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## **Appendix "C" - Non-Standard Procurements**

In certain circumstances, the Town may not have the ability to go through a competitive process for its procurement activity. In specific reference to Appendix "C", the following are types of direct awards:

### **Contract Extensions**

Contract extensions shall be allowed in accordance with the allowable limited tendering circumstances shown under Appendix C – a to j.

1. Any individual or cumulative scope changes required by unforeseen circumstance arising during performance of a Contract that do not exceed 10% of the original Contract value shall be considered to fall within the scope of the Contract and not require separate competition. Such contract extensions shall be approved by the requisitioning Department Head or Treasurer or CAO in accordance with spending authorities.
2. Any individual extension to the value of a Contract beyond the value established in 1. (Contract Extensions) is considered a non-competitive procurement and approval must be sought by the Department Head before proceeding. Such contract extensions shall be approved by the requisitioning Department Head or Treasurer or CAO in accordance with spending authorities.
3. Non-monetary Contract changes which alter the originally agreed Contract terms and/or the originally approved financial account numbers shall be approved by the requisitioning Department Head.

**Single Sourcing** – where purchases are made through a selected supplier, even though there are other suppliers that provide similar supplies or service.

**Sole Sourcing** – where there is only one available supplier for the source of the supplies or service.

**Purchase Order / Contract Increase** – represents additional work that is required to address an unexpected problem or unforeseen circumstances and is required to deliver the original approved work and not expand the original scope of the project.

**Standardization** - is the adoption of a single product, service or support activity to be used by one department or a number of departments, whereby a particular supplier may be identified based on technical specifications and sourced to the exclusion of others. This process will allow for a reduction in the number of supplies and services required, maximize volume buying opportunities, reduced handling, training and storage costs.

### **Consulting Services – Repetitive Projects/Assignments for Continuous Service**

Where it has been deemed beneficial to the Town to retain a Consultant on a project where previous involvement in earlier stages of the project may have ensued, the funds

are provided as defined in the appropriate budget, and the cost shall not exceed \$50,000, the initiating Department Head shall submit a report to the Chief Administrative Officer recommending the appointment of the Consultant and request an exemption from the terms of this policy outlining the reasons for so doing. For projects over \$50,000 the initiating Department Head shall submit a report to Council requesting an exemption from the terms of this policy outlining the reasons for so doing.

### **No Submissions Received**

Where a bid has been publicly advertised and no submissions were received, no bids conformed to the essential requirements of the bid document or no suppliers satisfied the conditions for participation.

### **Non-Competitive Approval Form**

For non-competitive procurement under the Sections above, the Department Head shall initiate a single source award report including rationale for requesting non-competitive procurement prior to making a commitment to a supplier or prior to commencing any work. Purchasing staff shall be involved and guide any negotiation process to ensure the Town employs fair and ethical practices.

**Emergency** - when an event occurs where in the opinion of an Emergency Authorized Person, to be a threat to public health, the maintenance of essential Town services, the welfare of persons or of public property, the protection of the Town's physical assets, or the security of the Town's interests or financial liabilities arising from unexpected conditions, and the occurrence requires the immediate delivery of supplies or service. The Department Head may make such purchases without the involvement of purchasing staff and/or a competitive bidding process and without regard to the authorization limits and is authorized to do so in the most expedient and economical means possible. When feasible, purchasing staff shall be contacted to assist in obtaining quotes, securing services, and issuing purchase orders.

In the case of a declared emergency, the Town of Greater Napanee Emergency Plan will supersede this By-Law. The emergency award report shall detail the cause of the emergency and the action taken to resolve the emergency and shall be submitted for approvals within two working days following the resolution of the emergency. Where the emergency situation may be prolonged, the Department Head shall contact purchasing staff to determine the course of action moving forward.

### **Executed Contracts**

Copies of executed contracts shall be kept on file with the Non-Competitive Approval Form in the Finance Department. Original executed contracts shall be provided to the Clerk's Department and kept on file in accordance with the Records Management By-law.

## **Trade Agreement Requirements**

All non-competitive procurement greater than \$100,000 shall be awarded on the Town Procurement Portal (Bids and Tenders) as required by the CFTA.

## **Limited Tendering**

Goods, services and construction may only be acquired through a non-standard procurement process under the following limited tendering circumstances:

- a. Where a standard procurement process conducted in accordance with this By-law and applicable procedures and protocols has not resulted in the receipt of any bids.
- b. Where only one supplier is able to meet the requirements of a procurement in order to:
  - ensure compatibility with existing products;
  - recognize exclusive rights, such as exclusive licenses, copyright and patent rights;
  - maintain specialized products that must be maintained by the manufacturer or its representative;
  - work is to be performed on a property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original;
  - work is to be performed on a leased building or related property, or portions thereof, that may be performed only by the lessor; or
  - the supply of goods or services is controlled by a supplier that is a statutory monopoly.
- c. Where there is an absence of competition for technical reasons and the goods or services can only be supplied by one particular supplier and no alternative or substitute exists.
- d. For the procurement of goods or services relating to matters of a confidential or privileged nature where the disclosure of those matters through an open competition could reasonably be expected to compromise government confidentiality, cause economic disruption or otherwise be contrary to the public interest;
- e. For the procurement of goods or services or construction from a public body or a non-profit organization.
- f. For the procurement of goods, services or construction through the use of Ontario's Vendor of Record (VOR) Program, where analysis supports best value.
- g. For the procurement of goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases.
- h. For the procurement of a prototype of a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.

- i. For the procurement of goods, services and construction that is financed primarily from donations that are subject to conditions that are inconsistent with a standard procurement process conducted in accordance with this By-law and applicable procedures and protocols.
- j. A Roster for Professional Services has been developed in accordance with the Qualified Supplier Roster Protocol.



## **Appendix "D" - Statement of Ethics for Public Purchasers, Statement of Ethics for Procurement**

**Goal:** To ensure ethical, professional and accountable procurement.

All employees authorized to purchase Goods, Services and/or Construction on behalf of the Town must adhere to the following principles.

**Open and Honest Dealings with Everyone who is Involved in the Purchasing Process. Procurement activities must be open and accountable.** This includes all businesses with which this Town contracts or from which it purchases Goods, Services and/or Construction, as well as all members of our staff and of the public who utilize the services of Purchasing Staff.

**Fair and Impartial Award Recommendations for All Contracts and Tenders. Contracting and purchasing activities must be fair, transparent and conducted with a view to obtaining the best value for public money.** This means that Town Staff do not extend preferential treatment to any vendor, including local companies. Not only is it against the law, it is 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.

**An Irreproachable Standard of Personal Integrity on the Part of All Those Designated as Purchasing Representatives for This Town.** Individuals involved with procurement activities must act, and be seen to act, with integrity and professionalism. Honesty, care, and due diligence must be integral to all procurement activities within and between the organization, suppliers, and other stakeholders. Respect must be demonstrated for each other and for the environment. Confidential information must be safeguarded. Participants must not engage in any activity that may create or appear to create, a conflict of interest, such as accepting gifts or favours, providing preferential treatment, or publicly endorsing suppliers or products.

## **Appendix E – Invitational Informal Quotations / Proposals by Departments**

The Invitational RFQ format is the default format for Invitational Competitions where the selection of the successful bidder will be based on lowest price. The Invitational RFP format is the default format for Invitational competitions where the evaluation will include criteria in addition to price and the selection of the successful bidder will be based on highest score.

For procurement of supplies, services, construction, as well as consulting and professional services from \$10,000 – up to but not including \$20,000, the process shall be conducted in the following manner:

- user departments shall utilize all applicable Town contracts where available;
- a minimum of three compliant bids/proposals (from three separate suppliers) shall be obtained by the user department in written communication (a “No Bid” response shall not be considered a valid bid);
- staff are encouraged to seek more than the minimum three bids and to vary the selection of bidders to ensure a more competitive process;
- staff shall refer to the suspended vendor list before invitations are sent;
- all bidders shall receive the same request information, terms and conditions;
- staff shall utilize templates approved by the Finance Department;
- award for quotations shall be to the lowest compliant bid, award for proposals to the highest ranked compliant proposal;
- bids/proposals shall be kept on file in the user department in accordance with the Retention of Records By-law.

Purchasing staff may waive the requirement for three bids, where the user department has demonstrated to the satisfaction of purchasing staff that three bids could not be obtained.

Informal request for proposals should be issued in the same manner as the Request for Proposals (RFP) procedure as outlined in Appendix “H”.

A purchase order is required and bid information shall be attached. Any contract document, other than a purchase order, shall be reviewed by purchasing staff and forwarded to the Clerk and Treasurer or CAO, as per Section 15 (Delegated Purchasing Authorities), for execution.

For services and construction, the user department shall ensure the following documentation is received:

- A Certificate of Insurance naming the Corporation of Greater Napanee as additional insured providing proof of commercial general liability as required based on the risk associated with the procurement. Generally, limits are

recommended to be not less than \$5,000,000.00 however limits less than \$5,000,000.00 may be approved in consultation with the Clerk and Treasurer. Additional Insurance coverage may also be required and will be outlined within provided Procurement documents; and

- A certificate of good standing with the Workplace Safety and Insurance Board (WSIB) demonstrating the supplier has complied with the requirements and that all requisite premiums under the Act have been paid;

The user department shall contact Finance Department staff for assistance when required.

Staff shall monitor the requirements set out in this Appendix and shall report noncompliance to the Department Head and Treasurer.

## **Appendix "F" – Request for Quotations (RFQ)**

For procurement of supplies and services from \$20,000 – up to but not including \$50,000; and for procurement of construction from \$50,000 – up to but not including \$100,000, the process shall be conducted in the following manner:

- quotations will be advertised publicly using the Greater Napanee Procurement Portal, or sent directly to suppliers by invitation only as agreed between the user department and purchasing staff;
- tenders shall be advertised using the Greater Napanee Procurement Portal for a minimum of twenty-five (25) calendar days preceding the closing date for tenders or sent directly to suppliers by invitation only as agreed between the user department and purchasing staff;
- the requirement for advertising twenty-five (25) days under item may be reduced to ten (10) calendar days provided;
  - a prequalification has been issued in advance, or
  - a notice of planned procurement has been posted using the Greater Napanee Procurement Portal at least forty (40) calendar days (and not more than 12 months) in advance of the tender posting.
  - where bids are sent directly to suppliers by invitation, staff are encouraged to seek more than the minimum three bids and to vary the selection of bidders to ensure a more competitive process;
- every department shall provide technical assistance in the preparation of the quotation specifications, drawings, etc.;
- purchasing staff shall assist in the preparation and posting to the Greater Napanee Procurement Portal (if applicable) of the bid documents;
- staff shall attempt to obtain a minimum of three bids where possible, however may seek more than the minimum three bids to ensure a more competitive process;
- quotation responses shall be received using the Greater Napanee Procurement Portal or other such method at the discretion of purchasing staff.

Quotations shall be awarded to the lowest compliant bid meeting all requirements specified in the quotation document.

If two or more compliant bids are submitted in the same amount, bidders will be allowed 24 hours to re-examine their bids to determine if there are any cost savings that may be passed on to the Town. If this effort is unsuccessful, then a tie break method (coin flip) will be held to determine the successful bidder. The outcome of the tie breaking method is final.

The Town may but shall not be required to award or accept a quotation, and may choose to either cancel the call for quotations or recall the quotations at a later date:

- when only one bid has been received;

- when the lowest compliant bid exceeds the available project budget for the supplies or service;
- when all bids received are non-compliant with the specifications or quotation terms and conditions.

Department staff shall award the contract after the submission of an approved award form to the Finance Department.

Where an award is being made to the lowest compliant bid, but the bid exceeds the current approved budget by a material amount as determined by the Treasurer, shall be approved by Council.

A purchase order shall be created, and a contract shall be executed if required.

Award forms and copies of executed contracts shall be kept within secure files in the Finance Department. Original contracts shall be provided to the Clerk's Department and kept on file in accordance with the Retention of Records By-law.

The Town shall publish an award notice using the Greater Napanee Procurement Portal.

Changes or modifications to the terms and conditions of the contract, including changes that result in an increase in price shall be documented by purchasing staff on the purchase order and in the contract file.

For services and construction, the user department shall ensure the following documentation is received:

- A Certificate of Insurance naming the Corporation of the Town of Greater Napanee as additional insured providing proof of commercial general liability as required based on the risk associated with the procurement. Generally, limits are recommended to be not less than \$5,000,000.00, however limits less than \$5,000,000.00 may be approved in consultation with the Clerk and Treasurer. Additions Insurance coverage may also be required and will be outlined within provided Procurement documents; and
- A certificate of good standing with the Workplace Safety and Insurance Board (WSIB) demonstrating the supplier has complied with the requirements and that all requisite premiums under the Act have been paid;

## **Appendix "G" – Request for Tenders (RFT)**

For procurement of supplies and services with an estimated value greater than \$50,000; and for the procurement of construction with an estimated value greater than \$100,000, an open competitive procurement process shall be processed in the following manner:

- purchasing staff shall assist in the preparation of the formal tender, in conjunction with department staff documents including clear instructions, specifications, terms and conditions of the contract;
- every department shall provide technical assistance in the preparation of the tender specifications, drawings, etc.;
- tenders shall be advertised using the Greater Napanee Procurement Portal for a minimum of twenty-five (25) calendar days preceding the closing date for tenders;
- the requirement for advertising twenty-five (25) days under the previous item may be reduced to ten (10) calendar days provided;
  - a prequalification has been issued in advance, or
  - a notice of planned procurement has been posted using the Greater Napanee Procurement Portal at least forty (40) calendar days (and not more than 12 months) in advance of the tender posting.
- the Town shall advertise tenders on any designated electronic Canada-wide single point of access (SPA) as directed by the Government of Canada.

Tenders shall have a specified closing date and time. Tenders received after the set closing date and time will not be accepted.

Tenders shall be awarded to the lowest compliant bid meeting all requirements specified in the tender document.

If two or more compliant tenders are submitted in the same amount, bidders will be allowed 24 hours to re-examine their bids to determine if there are any cost savings that may be passed onto the Town. If this effort is unsuccessful, then a tie break method will be held to determine the successful bidder. The outcome of the tie breaking method is final.

The Town may but shall not be required to award or accept a tender, and may choose to either cancel the call for tenders or recall the tenders at a later date:

- when only one tender has been received as the result of a tender call;
- when the lowest compliant tender exceeds the available project budget for the supplies, service or construction;
- when all tenders received fail to comply with the specifications or tender terms and conditions; or
- when a material change in the scope of work or specifications is required.

Department Staff following the submission of a tender award form, shall notify the successful bidder of the Town's intent to award the contract. Should a report to Council respecting the award of the contract be required, the report shall remain confidential until it is distributed to Council.

Where a formal contract is required, it shall be submitted, at the time of notification, to the successful bidder for execution.

Where a bidder has been notified of the Town's intent to award the contract, and the successful bidder fails to execute the contract or to provide any other required documents within the specified time, Department staff, after consultation with purchasing staff, may:

- grant the successful bidder additional time to fulfill the requirements;
- award the contract to the second lowest bidder; or
- cancel the Request for Tenders.

Where an award is being made to the lowest compliant bid, but the bid exceeds the current approved budget by a material amount as determined by the Treasurer, shall be approved by Council. Award forms and copies of executed contracts shall be kept on file with the bid documents in the Finance Department. Original executed contracts shall be provided to the Clerk's Department and kept on file in accordance with the Retention of Records By-law.

The Town shall publish an award notice using the Greater Napanee Procurement Portal.

Changes or modifications to the terms and conditions of the contract, including changes that result in an increase in price shall be documented by purchasing staff on the purchase order and in the contract file.

For services and construction, the user department shall ensure the following documentation is received:

- A Certificate of Insurance naming the Corporation of the Town of Greater Napanee as additional insured providing proof of commercial general liability as required based on the risk associated with the procurement. Generally, limits are recommended to be not less than \$5,000,000.00 however limits less than \$5,000,000.00 may be approved in consultation with the Clerk and Treasurer. Additional insurance coverage may also be required and will be outlined within the provided Procurement documents;
- A certificate of good standing with the Workplace Safety and Insurance Board (WSIB) demonstrating the supplier has complied with the requirements and that all requisite premiums under the Act have been paid;

## **Appendix "H" – Request for Proposals (RFP)**

Request for Proposals are used where comprehensive technical specifications cannot be fully defined or specified, or when alternate methods are being sought to perform a certain function or service. Requests for Proposals are also used to procure consulting and professional services.

Request for Proposals shall be processed in the following manner:

- Finance Department staff shall assist in the preparation of the RFP documents in conjunction with department staff, including clear instructions, project scope/outcome and/or requirements, terms and conditions of the contract;
- every department shall provide technical assistance in the preparation of the proposal documents;
- mandatory requirements shall be clearly articulated and any proposal that fails to meet these mandatory requirements shall be deemed non-compliant;
- proposal documents shall clearly outline the technical and pricing evaluation criteria and applicable weighting assigned that will form the basis of contract award;
- proposals valued over \$20,000 shall be advertised using the Greater Napanee Procurement Portal for at least twenty-five (25) calendar days preceding the closing date for proposals;
- the requirement for advertising twenty-five (25) day under the previous item may be reduced to ten (10) calendar days provide;
  - a prequalification has been issued in advance, or
  - a notice of planned procurement has been posted using the Greater Napanee Procurement Portal at least forty (40) days (and not more than 12 months) in advance of the proposal posting.
- the Town shall advertise proposals on any designated electronic Canada-wide single point of access (SPA) as directed by the Government of Canada.

RFP evaluation committee members shall be determined prior to the closing time of the Request for Proposals, and

- are responsible to fully review each submission and complete the evaluation matrix as provided; and
- must hold all contents of the proposal submissions in strict confidence,

Proposals shall have a specified closing date and time. Proposals received after the set closing date and time will not be accepted.

Proposals shall be awarded to the highest ranked compliant submission meeting all mandatory requirements set out in the related proposal document.



The Town may but shall not be required to award or accept a proposal, and may choose to either cancel the call for proposals or recall the proposals at a later date:

- when only one proposal has been received as the result of a call for proposals;
- when the highest ranked proposal exceeds the available project budget for the supplies or service;
- when all proposals received fail to comply with the mandatory terms and conditions; or
- when a material change in the scope of work or specifications is required.

Department Staff following the submission of a proposal award form, shall notify the successful bidder of the Town's intent to award the contract. Should a report to Council respecting the award of the contract be required, the report shall remain confidential until it is distributed to Council.

Where a formal contract is required, it shall be submitted, at the time of notification, to the successful proponent for execution.

Where a proponent has been notified of the Town's intent to award the contract, and the successful proponent fails to execute the contract or to provide any other required documents within the specified time, purchasing staff may:

- grant the successful proponent additional time to fulfill the requirements;
- enter into negotiations with the next highest ranked proponent; or
- cancel the Request for Proposals.

Where an award is being made to the highest ranked bid, but the bid exceeds the current approved budget the award shall be approved and reported.

Award forms and copies of executed contracts shall be kept on file with the proposal documents, including all individual and consensus scoring documents, in the Finance Department. Original executed contracts shall be provided to the Clerk's Department and kept on file in accordance with the Retention of Records By-law.

On request, the Town shall provide an unsuccessful proponent with an explanation of the reasons why the Town did not select its proposal.

The Town shall publish an award notice using the Greater Napanee Procurement Portal.

Changes or modifications to the terms and conditions of the contract, including changes that result in an increase in price shall be documented by purchasing staff on the purchase order and in the contract file.

For services and construction, the user department shall ensure the following documentation is

received:

- A Certificate of Insurance naming the Corporation of the Town of Greater Napanee as additional insured providing proof of commercial general liability as required based on the risk associated with the procurement. Generally, limits are recommended to be not less than \$5,000,000.00 however limits less than \$5,000,000.00 may be approved in consultation with the Clerk and Treasurer. Additional Insurance coverage may also be required and will be outlined within provided Procurement documents; and
- A certificate of good standing with the Workplace Safety and Insurance Board (WSIB) demonstrating the supplier has complied with the requirements and that all requisite premiums under the Act have been paid;

## **Appendix "I" – Request for Supplier Qualification - Rosters–Supply Arrangements**

The purpose of a Request for Supplier Qualification (prequalification) is to ensure that each supplier bidding to perform work for the Town can demonstrate its ability to provide the necessary expertise and resources to satisfactorily complete the work required.

Pre-Qualification may be considered in the following circumstances:

- a) the work will require substantial project management by the Corporation and could result in substantial cost to the Corporation if the Supplier is not appropriately experienced;
- b) the Goods and/or Services to be purchased must meet national safety standards;
- c) the work involves complex, multi-disciplinary activities, specialized expertise, equipment, materials or financial requirements;
- d) miscellaneous repairs or services as required by the Corporation such as plumbers, electricians, and drywall contractors;
- e) there could be substantial impact on the Corporation's operations if the work is not satisfactorily performed the first time; or
- f) any other circumstances deemed appropriate by the CAO.

Purchasing staff shall assist in the preparation of the prequalification documents including specific criteria which are used to collect information from and to identify qualified suppliers in advance of one or more expected future projects. Information may include, but not be limited by the following:

- previous experience if essential to meet the project requirements;
- capacity of the contractor to fulfill the contract requirements; and
- the facilities and/or equipment to perform the work.

Only the prequalified suppliers shall be invited to respond to a subsequent Request for Quotations, Request for Tenders or Request for Proposals for the services outlined within the RFSQ document.

RFSQ documents shall be advertised using the Greater Napanee Procurement Portal for a minimum of twenty-five (25) calendar days preceding the closing date for submissions. Where subsequent procurement is required, it shall be advertised for ten (10) calendar days.

When utilizing the RFSQ process for a Qualified Supplier Roster please follow the information contained within the Qualified Supplier Roster Protocol.

Purchasing staff shall ensure that the terms and conditions of the RFSQ document contain specific language to disclaim any obligation on behalf of the Town, to call on any supplier as a result of such prequalification.

## **Appendix "J" - Request for Standing Offers (RFSO)**

Requests for Standing Offer are a competitive form of Procurement (Open Competition) and will be advertised on the Greater Napanee Procurement Portal for a period of no less than 25 days.

This method is used to solicit standing offers to provide goods and services on an as-and-required basis, at firm prices, as per established terms and conditions. It clearly states the requirement, the evaluation method and selection criteria, the call-up procedures, the ranking methodologies, whenever applicable, to be used for making call-ups against the authorized standing offer(s), and all terms and conditions applicable to the contract that is brought into effect, as a result of any call-up.

A RFSO must include the following information, as a minimum:

- a clear definition of the requirement and the period for making call-ups;
- information on the number of standing offers intended to be authorized for use;
- offer preparation instructions;
- clear evaluation criteria;
- clear evaluation procedures and basis of selection;
- instructions informing offerors that they may request information about the results of the RFSO and how their offer was evaluated.
- clear ranking methodology where applicable;
- clear call-up procedure(s) including the method of allocating the work among multiple standing offers;
- a notice to offerors regarding disclosure of their unit prices
- conditions applicable to the RFSO;
- conditions applicable to the standing offer;
- resulting contract clauses applicable to ensuing call-ups; and
- the estimated utilization, whenever practical.

## **Appendix "K" – Development of Specifications**

The preparation of the specifications for Request for Quotations, Request for Tenders or Request for Proposals shall be the responsibility of the user department.

Finance Department staff shall have the authority to review and recommend improvements to the specifications when deemed necessary. The project manager shall cooperate with the Finance Department in the finalization of the specifications. Finance staff may reject any specification not consistent with the Procurement Policy By-law.

Department staff in conjunction with the Finance Department may issue a Request for Information (RFI), to gain additional information on the supplies and/or service from the vendor community or an Expression of Interest (EOI) to determine if there is sufficient vendor interest to justify proceeding with a competitive procurement process. The RFI or EOI would request detailed information such as, but not limited to, the background of the vendor and its key personnel, relevant experience, and what the vendor can offer the Town.

The following requirements shall be followed in the preparation of the specifications:

- Where appropriate technical specification should be defined in terms of performance and functional requirements, rather than design or descriptive characteristics and based on international or other standards, if they exist.
- Specifications should be detailed but not brand specific (unless allowing for approved equivalents) to leave room for potential vendors to provide alternatives in the event an equal or better-proven product or method is available to maintain a competitive procurement process.
- Where the specification requirements of the user department may result in a single source purchase, it shall be at the discretion of purchasing staff whether to authorize such specifications or to require the user department to seek approval for such specifications through the single source process addressed in Appendix "C".
- Suppliers and/or consultants who have a commercial interest in the procurement shall not be requested to provide demonstrations, expend time, money or effort on design or in developing specifications or otherwise to help define a requirement beyond the provision of general information. Where services are required for the development of specifications, design or detailed scope of work:
  - Municipal staff shall be advised prior to any agreement; and
  - the contracted supplier shall be considered a consultant and will not be permitted to submit a bid for the subsequent provision of the supplies and services; and
  - a fee shall be paid, the amount of which shall be determined and agreed upon with the supplier before the service commences; and
  - the detailed specifications shall become the property of the Town and may be used in obtaining competitive bids.

- Where it is not possible to prepare precise specifications to issue a Request for Quotations or Tenders, a Request for Proposals shall be issued.
- When purchasing goods, services and facilities it shall be required to incorporate accessibility design, criteria and features except where it is not practicable to do so. This is a requirement of the Integrated Accessibility Standard Regulation (O.Reg.191/11) under the AODA.

When preparing the specifications, the user department shall be knowledgeable of the *Accessibility for Ontarians with Disabilities Act 2005* and its regulations.

Source documents must be included with the final materials (e.g., if a PDF is created from a Microsoft Word that Word document must be included) for the purpose of creating accessible documents. If the source file has any linked images, content or unique fonts that are not embedded or easily obtained, include as separate or packaged files. All raw data files (such as but not limited to CSV, Excel) must also be included as separate files.

When preparing the specifications, the user department shall consider the amount of packaging that would be associated with the procurement of a supply. If the required level of packaging is felt to be too excessive, then the specifications for those supplies shall require the vendor to be responsible for and bear the cost for the removal and disposal of the packaging materials.

When preparing specifications, the user department shall consider environmentally sustainable products as a first priority. When considering applicability of supplies or services, staff shall consider the following and determine if the supply or service will accomplish some or all of the following criteria;

- make efficient use of natural resources
- minimize waste
- minimize toxicity
- give preference for high quality materials that can be repaired or upgraded
- use renewable or recycled materials
- contain reusable parts or reusability
- protect indoor and outdoor air quality

Compliance with municipal, provincial and federal legislation, policies, procedures, guidelines and best practices.

## **Appendix "L" - Bid Irregularities**

The Financial Services department together with the requisitioning department will evaluate all submissions and may be required to disqualify a vendor's submission. The disqualified supplier will be advised prior to Council award. A formal letter will be issued, and a debriefing offered after the award; and

The Financial Services department may amend the list of irregularities as new actions arise.

Reasons for disqualification are outlined in the following table.

#	Action	Irregularity	Result
1	Late submission of sealed tender/proposal/quotation package to the Town (by any amount of time)	Major	Automatic Rejection
2	Did not attend and sign in at a mandatory meeting held for bidders.	Major	Automatic Rejection
3	Company submitting a bid has been disqualified from participating in a competition during the time of the competition request because of past performance.	Major	Automatic Rejection
4	The Form of Tender (Form of Proposal) and/or mandatory submission sheets are completed in pencil.	Major	Automatic Rejection
5	Bid Surety or Agreement to Bond is not submitted in the submission package as stated in the competitive request (or any addenda) that such surety is mandatory.	Major	Automatic Rejection
6	Submitted an unsealed bid or proposal response package or envelope. (Does not apply to electronic tendering).	Major	Automatic Rejection

7	Terms of the bid surety and/or Agreement to Bond are not as stated in the Request; the surety received is not in the form requested; for example, submitted a bond when not requested	Minor	Financial Services may request the submission be rectified
8	Price, mandatory items required for evaluation or signature pages are missing from the submission package	Major	Automatic Rejection
9	Execution of Agreement to Bond: a) Bond company corporate seal or equivalent proof of authority to bind company or signature is missing  b) Surety company not licensed to do business in Ontario	Major	Automatic Rejection
10	Execution of Bid Bonds: a) Corporate seal or equivalent proof of authority to bind company or signature of the person with the authority to bind the company or both are not on the Acknowledgement and Estoppel Form /Proposal Form supplied in the request document b) Corporate seal or equivalent proof of authority to bind the company or signature of Bonding Company missing	Major	Automatic Rejection
11	Other Bid Security: a) Cheque which has not been certified by a Canadian Bank or an error made on the certified cheque  b) Bank Draft not on the official form of the Canadian Bank	Major	Automatic Rejection



	c) Letter of Credit not from a Canadian Bank or signed		
12	A specific term of the competitive request or of the process identified in the request document is not followed and this is cause for the perception of an unfair advantage to the other bidders in the competitive process; for example, lobbying	Major	Automatic Rejection
13	Insufficient amount of the financial security (i.e. no deposit or bid bond or insufficient deposit)	Major or Minor	Automatic Rejection unless amount is not specified in request and insufficiency is trivial or insignificant
14	Execution of the Form of Tender or Acknowledgement Form of proposal is not executed or executed by a person without authority or the original signed form is not submitted, and it is a photocopy.	Major	Automatic Rejection
15	Rules of the process identified in the request document are not followed but there isn't any substantial consequence to the result of the competition; information requested but not mandatory was not submitted and it is noted in the evaluation but there isn't any substantial consequence	Minor	Financial Services may determine that the non-compliance is minor and receive the document for evaluation.

16	Bid received on documents other than those provide in request	Minor	Automatic Rejection unless specified otherwise
17	Strike outs or changes to the submission that are legible but not initialed by the signing authority	Minor	1 working day to make changes; Town reserves the right to waive initialling and accept bid if it does not significantly affect the price/offer
18	Illegible submissions – unable to clearly evaluate a submission	Major	Automatic Rejection
19	Pages with mandatory information required by the vendor are missing or left blank	Major	Automatic Rejection
20	Unsolicited alternative offer shall not be considered	Major	Automatic Rejection
21	Alternate items bid in whole or in part	Minor	Available for consideration if the request invites alternative goods
22	Other mathematical errors which are not consistent with the unit prices	Minor	Unit prices will govern when a total price is incorrect; where a bid deposit is incorrect, a 24-hour period is permitted to correct the bid deposit; automatic rejection if not corrected
23	Bid documents which suggest that the bidder has made a major mistake in calculations or bid	Minor	Consultation with the Town Solicitor and referenced within a staff report

## **Appendix "M" – Conflict of Interest**

1. Staff involved in procurement activities with suppliers and consultants shall implement provisions that:
  - a. Adhere to the definition of Conflict of Interest included in this policy and the requirements of the Town's Code of Conduct for emphasis and clarity;
  - b. Reserve the right of the CAO or delegate to solely determine whether any situation or circumstance constitutes a conflict of interest;
  - c. Reserve the right of the CAO or delegate to disqualify prospective suppliers or consultants from a procurement process due to a conflict of interest;
  - d. Require prospective suppliers or consultants participating in a procurement process to declare any actual, perceived or potential conflict of interest;
  - e. Require suppliers or consultants to avoid or disclose any conflict of interest during the performance of their contractual obligations for the town;
  - f. Reserve the right of the Town to prescribe the manner in which a supplier or consultant should resolve a conflict of interest;
  - g. Allow the Town to terminate an agreement where a supplier or consultant fails to disclose any actual or potential conflict of interest or fails to resolve a conflict of interest as directed by the town; and
  - h. Allow the Town to terminate an agreement where a conflict of interest cannot be resolved.
2. Staff shall be aware of the conflict of interest created when a supplier or consulting organization is involved in the development of the competitive documents or is involved in a study that will lead to a requirement for development of competitive documents and also has the ability to fulfill the procurement needs that are being contemplated in those competitive documents.
3. Staff shall be very clear and insist on documented agreements that any supplier or consultant involved in developing the competitive documents or studies affecting competitive documents cannot be involved in the creation of the response to those competitive documents.
4. There may be conflicts of interest where employees, advisors or members of Council may be involved. When involved in a competitive bidding process, including Requests for Proposals, employees, advisors or members of Council are expected to declare a conflict of interest and the CAO or designate shall request that a conflict-of-interest declaration be signed. The employee, advisor or member of Council is ultimately responsible and accountable to use good judgment in the exercise of the Town's duties and shall:

- a. Disclose conflicts of interest to the CAO or delegate, or his or her department supervisor or designate in writing; and
  - b. Avoid situations that may present conflicts of interest while dealing with persons or organizations doing business or seeking to do business with the Town.
5. Situations that might result in a conflict of interest include the following:
  - a. Engaging in outside employment;
  - b. Not disclosing an existing relationship that may be perceived as being a real or apparent influence on their objectivity in carrying out an official role;
  - c. Providing assistance or advice to a particular supplier participating in a competitive process;
  - d. Having an ownership, investment interest, or compensation arrangement with any entity participating in a competitive process;
  - e. Having access to confidential information; and
  - f. Accepting favours or gratuities from those doing business with the organization.
6. The CAO or designate shall consider situations where there may be an employee or advisor conflict of interest and those situations shall be dealt with accordingly.
7. In addition to the situations that might result in a conflict of interest for all employees and advisors, the agent shall be aware of and identify any additional conflicts of interest that may arise as a result of evaluation team members participating in the selection of products or services.

## **Appendix "N" - Environmental Sourcing and Procurement**

- 1) Staff are encouraged to consider environmentally responsible and sustainable products and services as part of their purchasing decisions. The objectives of environmental sourcing are to:
  - a. Provide an environmental role model for public procurement by making it a priority to use environmentally responsible products and services, where feasible and cost effective;
  - b. Support a healthier working environment for employees and for citizens in general through the purchase of environmentally preferable goods and services;
  - c. Increase demand for environmentally responsible products and services, which may ultimately enhance quality and cost competitiveness;
  - d. Increase the conservation of resources through the use of more reusable products, and/or products and services that require less energy and materials to produce or use; and
  - e. Reduced the Town's Greenhouse Gas emissions and dependency on traditional energy and fuel sources.
  
- 2) The procurement needs of the Town represent a significant level of responsibility to demonstrate leadership and support for greener business practices. Integrating environmental performance and impact into supply chain decisions is a commitment to improvement of the environment and the quality of life of Town residents.
  
- 3) Sustainable procurement shall be viewed in the context of achieving value for money for the total life-cycle costs. It requires the inclusion of environmental impact considerations into the procurement process, including planning, acquisition, use and disposal. Value for money shall include the consideration of many environmental tangible and intangible factors when determining the total life-cycle costs and environmental impact.
  
- 4) The factors noted above require an understanding of the environmental aspects and potential impacts associated with the life-cycle assessment of goods and services being acquired. The life-cycle approach shall examine costs beyond the up-front acquisition cost of goods or services, such as costs associated with operating, maintaining and disposing of the goods. Environmental considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support of reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

5) Assessment of life-cycle costs will commonly require input from a broad range of sources including program managers, project authorities, procurement authorities, operational users, environmental and disposal experts, cost accountants and financial management advisor, and standards organizations. Dialogue with the supplier community can also be useful to find out what is available and to inform the market of future requirements. Care should be taken not to distort competition — this process should not give any advantage to particular suppliers.

6) Activities to support green procurement should be incorporated during each stage of the procurement process. The following table outlines opportunities to integrate such considerations:

**Recommended Framework: Sustainable Procurement Considerations**

<b>Procurement Step</b>	<b>Traditional Focus Areas</b>	<b>Environmental Focus Areas</b>
<b>Step 1</b> Assess Opportunity	Spend analysis focuses primarily on materials and logistics costs	Spend analysis encompasses direct and indirect environmental costs (e.g., energy consumption, disposal, packaging waste, water)
<b>Step 2</b> Assess Internal Supply Chain	Specification focused, map current process and identify process opportunities	Specification review and design considers industry's environmentally sound products and services
<b>Step 3</b> Assess Supply Market	Identify potential sources of supply and perform supplier assessments/comparisons	Supply base includes suppliers who specialize in more efficient and sustainable products (e.g., possible commodity substitutions and new manufacturing processes)
<b>Step 4</b> Develop Sourcing Strategy	Confirm scope, determine the desired outcomes, and brainstorm process enhancement	Sustainability considerations and criteria are specified in the RFP document (e.g., energy, disposal, water usage costs may be solicited from suppliers for analysis)
<b>Step 5</b> Implement Strategy	Develop/implement supplier solicitation strategy, conduct supplier negotiation and award contract	Bid analysis quantifies cost/benefits of sustainability attributes (e.g., energy consumption, carbon footprint or waste)

<b>Step 6</b> Institutionalize Strategy	Transition to new process, develop supplier relationships, implement operation changes and monitor/report performance	Sustainability attributes closely tracked and audited

7) Procurement measures such as purchasing environmentally responsible products and supplies as well as adopting pollution prevention criteria when purchasing goods, services and construction are examples of initiatives to advance sound environmental management for organizational operations. Other examples of green procurement would include identifying or sourcing products and services that:

- a. Make efficient use of natural resources including land, air, energy and water;
- b. Minimize waste by limiting purchases and packaging while increasing our waste diversion rates;
- c. Are made of high quality materials that can be repaired or upgraded;
- d. Minimize toxicity;
- e. Are made from renewable or recycled materials;
- f. Contain reusable parts or reusability;
- g. Protect indoor and outdoor air quality.

8) Staff shall be able to demonstrate value for money in awarding the contract, i.e., the contract should be awarded to the proponent offering the best combination of costs, quality and performance to meet that requirement over its life cycle. The requirement for environmentally friendly products should also be tested for need, affordability and cost-effectiveness.

9) A clear definition of the technical requirements including the environmental outcomes to be achieved, terms and conditions, including environmental terms such as use of certified recyclers, mandatory requirements and bid evaluation criteria, as applicable, as well as the contractor selection methodology, shall permit the award of a contract that supports value-for-money propositions.

Staff is encouraged to familiarize themselves with environmental certification labels such as Ecologo and ENERGY STAR®.

## **Appendix "O" – Credit Card Purchases, Policies and Procedures**

### **PURPOSE**

The purpose of the Town of Greater Napanee's Credit Card Policy is to ensure that:

- credit cards are used to make only authorized purchases on behalf of the Town of Greater Napanee;
- only duly authorized employees obtain credit cards;
- appropriate documentation supports expenses; and
- adequate security exists over cards and card numbers.

### **REQUIREMENTS**

Credit cards are assigned to assist staff in obtaining goods and services in an expedient manner. It provides a cost effective and timely payment method compared to the use of electronic fundstransfers or cheque issuance. It is the intent to use credit cards only to augment the Town of Greater Napanee's Policies and Procedures. The use of credit cards in no way supersedes the requirements set forth in the Purchasing of Goods and Services Policy.

### **Authorized Departments and Staff who are Eligible to Hold a Town of Greater Napanee Credit Card**

The following departments and staff are eligible to hold Town of Greater Napanee credit cards:

- The Administration, Finance, and Community and Corporate Services Departments having the credit card holder as the Chief Administrative Officer.
- The Emergency Services Department having the credit card holder as the General Manager of Emergency Services/Fire Chief.
- The Infrastructure Services Department having the credit card holder as the General Manager of Infrastructure Services.

### **Eligible uses of the Town of Greater Napanee's Credit Card**

The Town of Greater Napanee's Credit Card Policy is meant to augment the approved Purchasing of Goods and Services Policies and Procedures. Before purchases are made with credit cards, staff must ensure that they abide by corporate purchasing requirements concerning eligible expenses, authorization limits, and all other requirements outlined in the Purchasing of Goods and Services Policies and Procedures.

For those individuals who hold credit cards, pre-authorized travel expenses may be paid for by



using the Town of Greater Napanee's credit card. All receipts must be kept by the card holder and attached to the monthly credit card statement. It is the card holder's sole responsibility to ensure that the monthly credit card statement is forwarded to Financial Services and includes all supporting documentation and account charges, is appropriately matched and reconciled and has the card holder's authorizing signature.

### **Ineligible uses of the Town of Greater Napanee's Credit Card**

The credit card must not be used for:

- personal use,
- cash advances,
- payment of salary and wages, and
- for the purpose of circumventing the Town of Greater Napanee Purchasing of Goods and Services Policies and Procedures

Under no circumstances will the card be loaned out to co-workers, colleagues or any other associates. However, authorized credit card holders are entitled to make credit card purchases for the departments under their control.

Credit card companies often have reward programs, which offer points that can be redeemed for merchandise. Credit card holders shall not collect or redeem points under any circumstances for personal benefit in any way from these programs.

### **Expense Authorization Procedures**

Monthly credit card statements will be forwarded to card holders. The card holder must attach the original receipts along with the credit card slips. The monthly credit card statement or vendor receipts must be properly authorized. This means that the accounts payable stamp must be used; appropriate signatures must be obtained indicating that the goods were received or services rendered, invoice calculations must be rechecked, and the dollar payable amount and the account code must be noted and the statement must be signed by an individual with the proper authority level.

The credit card monthly statement and attached authorized original documents must be returned to the Financial Services department within 3 calendar days of receipt.

The Financial Services department audits the credit card transactions, and monitors card holder's statements. Card holders will be notified of any disputed charges, or policy and contractual violations.

### **Returns and Exchanges**

Returns and exchanges for purchases made on the credit card must be reversed on the credit

cards opposed to receiving a cheque or cash. The reversing credit card slip along with any other documentation must be attached to the monthly credit card statement and submitted to the Financial Services department.

### **Physical Security**

The card holder is completely responsible for the card. It must be held in a secure location at all times. If a card is lost or missing, the card holder must notify the credit card company immediately and subsequently notify the Financial Services department as soon as possible thereafter.

It is the responsibility of the card holder to ensure that credit card account numbers do not appear on any unnecessary documentation to limit exposure to theft.

### **Consequences of Misuse**

Fraud or misuse of Town of Greater Napanee's credit cards may result in administrative action including disciplinary measures up to and including termination of employment. Individuals will be held responsible for any losses to the Town of Greater Napanee resulting from fraud or misuse and appropriate action will be taken to recover these losses.

Failure to provide authorized receipts may result in the card holder being held responsible for the purchases along with appropriate action being taken to recover these amounts from the card holder.

### **Departing Employees**

It is the responsibility of the Human Resources department to obtain Town of Greater Napanee's credit cards from employees prior to their last day of work. The cards must be returned to the Financial Services department who will be responsible for the destruction of the card. The Financial Services department will confirm with the credit card company that the card has been cancelled.