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Procurement Policy

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## 1. Legislative Authority

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

## 2. Purpose of the Procurement Policy

- 2.1. The purpose of this Policy is to set out guidelines to

- 2.1.1. ensure that all purchases of materials, Supplies, and Services provide for consistent and lowest costs, as well as the required level of quality and Service;
- 2.1.2. ensure that a(n) open, fair, impartial, and honest process is maintained; and
- 2.1.3. promote and maintain the integrity of the purchasing process and to protect the interests of the Corporation of the United Counties of Prescott and Russell ("Corporation"), Council, Suppliers, residents, and staff by providing clear direction and accountability.

- 2.2. To encourage the Procurement of goods and/or Services with due regard to the preservation of the natural environment, Suppliers may be selected to supply goods or provide Services made by methods resulting in the least damage to the environment. Consideration may be given to energy efficiency, reduction in solid waste for disposal, reduction in chemical emissions, and incorporation of recycled materials where practicable. When feasible, and when stated in the tender documents, preference may be given to those purchases that reduce the life-cycle costs.

## 3. Definitions

- 3.1. The following definitions apply to this Policy:

**"Bid(s)"** means a proposal from a prospective Supplier in response to a Request for Quotations, Request for Tenders, or other Bid Request for the purchase of goods or Services issued by the Corporation of the United Counties of Prescott and Russell, which is subject to acceptance or rejection. All Bids must be submitted on the Bidding System used by the Corporation of the United Counties of Prescott and Russell.

**"Bid Deposit"** means a financial guarantee to ensure that the Successful Bidder will enter into an agreement.

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

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

**“Bidding System”** means the electronic Bidding System used by the Corporation of the United Counties of Prescott and Russell to manage the electronic Bid process for a Bid Request from an invitation to electronically receive Bids. This includes, but is not limited to, providing for Supplier Account registration by commodity(ies) code, Bid advertising and electronic notification of Bid opportunities based upon Supplier-selected commodity(ies), Bidder registration as Registered Supplier, electronic distribution of Bid documents, and any applicable addenda to Registered Suppliers, permitting Bidders to submit a question to the Procurement Representative, submission and withdrawal and/or editing of Bids through the Bidding System no later than the closing time and date, automatic notification of unofficial results after the closing of Bids, Award notification, and Contract management by the Corporation of the United Counties of Prescott and Russell. The Corporation of the United Counties of Prescott and Russell Bidding System website is <https://prescott-russell.bidsandtenders.ca>.

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

**“CFTA”** means the Canadian Free Trade Agreement.

**“Chief Administrative Officer” (CAO)** means the Chief Administrative Officer of the Corporation of the United Counties of Prescott and Russell.

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

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

**“Contractor”** means a person or entity having a Contract with the Corporation of the United Counties of Prescott and Russell for the delivery of goods or Services.

**“Corporation”** means the Corporation of the United Counties of Prescott and Russell.

**“Council”** means the Council of the Corporation of the United Counties of Prescott and Russell.

**“Department Head”** means the person responsible for the management and operational control of a Department within the Corporation of the United Counties of Prescott and Russell.

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

**“Digital Bid Bond”** (e-Bond) means a Bid Bond in an electronically verifiable/enforceable format. Digital Bid Bond is the only acceptable format for Bid Deposits.

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

**“Finance Department”** means the Finance Department of the Corporation of the United Counties of Prescott and Russell.

**“Invoice”** means a document showing the details and the cost of goods purchased and/or Services received from a Supplier. An Invoice shall clearly identify the Supplier, be addressed to the Corporation of the United Counties of Prescott and Russell, and show the sales tax charged on goods and Services as well as the sales tax number.

**“Invoice Approval”** means the approval format as prescribed by the Finance Department of the Corporation of the United Counties of Prescott and Russell from time to time.

**“Joint Venture”** is an economic activity resulting from a contractual arrangement whereby two (2) or more individuals or companies jointly control the said economic activity. An individual or company is party to a Joint Venture, has joint control over that Joint Venture, has the right and ability to benefit from future economic resources of the Joint Venture, and assumes the risks associated with it.

**“Multi-Step Bid Request”** means a method of source selection involving two (2) or more competitive steps. The first (1<sup>st</sup>) step may require the submission of technical and price Bids, with only the technical Bid being evaluated and scored. The second

(2<sup>nd</sup>) step involves the opening of price Bid(s) of those Bidders, which have achieved the highest, have met, or have exceeded the stated minimum technical score required to move to the second (2<sup>nd</sup>) step.

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

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

**“Project Meeting”** means a pre-Bid meeting usually held during the Bid process period and before Bid Request closing. The purpose of a Project Meeting is to clarify any concerns Bidders may have with the Bid Request documents, scope of work, site, and other details of the Bid Request. The details of the Project Meeting will be specified on the Bidding System. Project Meeting may be (a) mandatory meeting(s) in order to submit a Bid on the Bidding System.

**“Purchase Order”** means the Corporation of the United Counties of Prescott and Russell’s written document to a Contractor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation. The Purchase Order issued by the Department to a Contractor serves as a written acceptance of an offer received in accordance with this Policy.

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

**“Registered Supplier”** means a Bidder that has registered on the Bidding System for a Bid Request.

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

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

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

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

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

**“Services”** means requirements of the Corporation of the United Counties of Prescott and Russell that are not goods or Supplies.

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

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

**“Successful Bidder”** is the Bidder selected by the Corporation of the United Counties of Prescott and Russell to provide goods and/or Services in response to a Bid Request.

**“Supplier”** means any person or company supplying or that may supply goods or Services to the Corporation of the United Counties of Prescott and Russell.

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

**“Trade Agreements”** means CETA and CFTA.

## 4. Purchasing

### 4.1. Expenditure Authorization

- 4.1.1. Council has ultimate authority for all expenditures. Council delegates this authority by approving budgets or by specific resolutions. Notwithstanding sections 17.3 and 35.5 of this Policy, the Finance Department cannot procure any item exceeding \$50,000 that has not been authorized by Council through budgetary appropriation or a specific resolution. This Policy provides guidelines outlining how spending authority is to be used.

### 4.2. Authorization and Responsibilities

- 4.2.1. Department Heads are responsible for Procurement activities within their Department and are accountable for achieving the specific objectives of the Procurement project.
- 4.2.2. Department Heads have the authority to award Contracts in the circumstances specified in this Policy, provided that the delegated power is exercised within the limits prescribed in this Policy and that the requirements of this Policy are met.

- 4.2.3.** Department Heads shall ensure and provide evidence, if requested, to the CAO that the Contract pricing represents fair market value.
- 4.2.4.** Before entering into a Procurement process, the Department Head shall ensure that the goods or Services needed are not already covered under an exclusive Contract agreement binding the Corporation.
- 4.2.5.** Department Heads are responsible for approval of accounts within the approved budget for their Department or any amendment thereto as approved by Council. Unspecified expenditures in the annual estimates in excess of \$50,000 require prior Council approval by way of a resolution. Expenditures between \$25,001 and \$50,000 that are not included in the budget require prior approval by the CAO. Expenditures up to \$25,000 that are not included in the budget require prior approval by the Department Head.
- 4.2.6.** Resolutions to approve budget amendments or special appropriations shall contain a description of the purpose of the expenditure, cost estimates or expenditure limitation, and the fund within which an appropriation has been provided. All reports by Department Heads recommending such resolutions shall require the CAO's authorization.
- 4.2.7.** The Contract is subject to the CAO's approval, when a substantive objection emanating from the Bid Request has been filed with the Department Head.
- 4.2.8.** The Contract is subject to the CAO's approval, when a major irregularity precludes the award of a tender to the Supplier submitting the lowest responsive Bid.
- 4.2.9.** The CAO has the authority to instruct a Department Head not to award a Contract, may direct staff to submit recommendations to Council for approval, and may also provide additional restrictions concerning Procurement where such action is considered necessary and in the best interests of the Corporation.
- 4.2.10.** A Department Head may delegate his authority to a Manager, Supervisor, or Designate, provided the Designate follows the requirements of this Policy. The CAO must approve any such appointment in writing, and the appointment must specify the maximum amount up to which the Purchasing Designate has authority to purchase goods and Services. A copy of the appointment must be forwarded to the Finance Department.
- 4.2.11.** The Treasurer has the authority to make minor amendments of a technical nature that are consistent with the general intent and purpose of

the Procurement Policy without the need for Council confirming or debating such amendments. The Treasurer shall report such amendments to Council once a year, in January.

## **5. Council Approval**

**5.1.** Despite any other provision of this Policy, the following Contracts are subject to Council approval:

- a. any Contract requiring approval from the Local Planning Appeal Tribunal;
- b. any Contract prescribed by statute to be awarded by Council.

**5.2.** No provision of the Policy precludes a Department Head from submitting an award to Council where, in the opinion of a Department Head and the CAO, it is in the best interest of the Corporation to do so.

## **6. Trade Agreements**

**6.1.** Purchasing by the Corporation may be subject to the provisions of Trade Agreements.

**6.2.** Where an applicable Trade Agreement is in conflict with this Policy or requires or mandates deviation from the policies contained herein, the Trade Agreement shall take precedence.

## **7. Payment Methods**

### **7.1. Petty Cash**

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

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

**7.1.3.** All purchases made from the petty cash fund must comply with Policy FIN/005.

### **7.2. Purchasing Card**

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

**7.2.2.** All purchases made with the purchasing card must comply with Policy FIN/007.

### **7.3. Supplier Accounts**

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

## 8. Purchase Orders

**8.1.** The purpose is to provide directives on the purchase of goods and/or Services where the value of each purchase exceeds \$25,000.

**8.2.** Each Department shall prepare the official Purchase Order form and forward it, along with the Invoice to be paid, to the Finance Department.

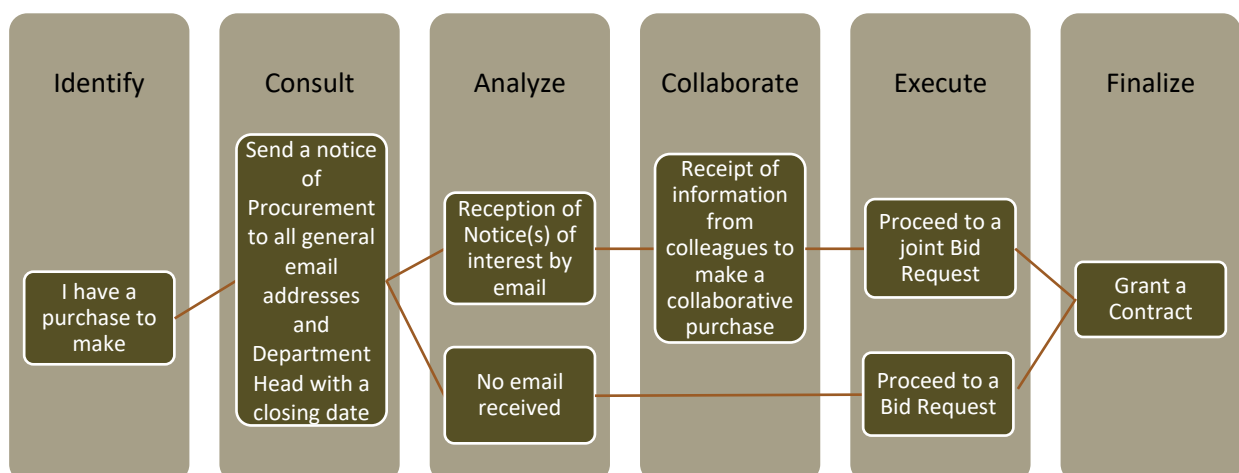
**8.3.** The Purchase Order must be authorized by the proper signing authority.

**8.4.** A Purchase Order is not required for items included in Schedule “F”—Exclusion.

## 9. Purchasing Mechanisms

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

**9.2.** Before entering into a purchasing process, a Department Head or its Purchasing Designate must follow the chart below to ensure collaborative purchasing is made whenever possible:



### **9.3. Request for Quotations**

- 9.3.1.** A Department Head or Purchasing Designate shall be authorized to make purchases of goods and Services for estimated expenditures exceeding \$25,000 but not exceeding \$50,000 from a Supplier upon such terms and conditions as the Department Head deems appropriate subject to first (1<sup>st</sup>) obtaining at least three (3) Bids whenever possible. Request for Quotations documents and specifications (as applicable) shall be published on the <https://prescott-russell.bidsandtenders.ca> website. Documents will be received electronically through the Bidding System.
- 9.3.2.** The evaluation of proposals received for a Request for Quotations is based solely on price, subject to the exercise of the discretionary provisions contained within this Policy.
- 9.3.3.** A Department Head may elect to prepare a Request for Quotations for estimated expenditures under \$25,000, either through the Bidding System or by email.
- 9.3.4.** Exclusions: Single-item purchases, including those based on complex specifications or requirements, must be issued in a formal RFT document. (For example, the purchase of a new vehicle, equipment, etc.)
- 9.3.5.** When the selected Bid exceeds the approved budget appropriation by 10%, the Department Head shall submit a report to the CAO for direction or approval, in accordance with responsibilities set in section 4.2.5.
- 9.3.6.** When additional work not included in the original Bid is deemed required, refer to section 31 of this Policy.

### **9.4. Request for Tenders (RFT)**

- 9.4.1.** The overall objective is to obtain the required goods and/or Services at the best price from an appropriately qualified Supplier. The RFT documents shall include the main requirements as per Schedule “B”—Request for Tenders (RFT).
- 9.4.2.** Subject to the application of Section 9.5.3 below, a Department Head shall prepare a RFT for goods or Services exceeding \$50,000 unless specifically authorized to use a Non-Competitive Process by way of a Council resolution prior to making the purchase. In the case of a Bid request by invitation, at least three (3) Suppliers must be invited.
- 9.4.3.** When several Departments come together to make purchases of the same type, the value of \$50,000 will be considered by Department rather than for the total purchase of the group.

- 9.4.4.** When the selected Bid exceeds the approved budget appropriation by the lowest of 10% or \$100,000, the Department Head shall submit a report for direction or approval, in accordance with responsibilities set in section 4.2.5.
- 9.4.5.** When the RFT process is completed, but the purchase is postponed, the Bid results may be used to award the Contract for a twelve (12)-month period providing pricing remains available. When the purchase is made within twelve (12) months, and the amounts are budgeted for, the RFT process will continue as if no interruption had occurred. When the purchase is made within twelve (12) months, but the amounts exceed the budget, the Department Head shall submit a report to the CAO for direction or approval. When the purchase is made later than twelve (12) months, the RFT process must be repeated.
- 9.4.6.** When additional work not included in the original Bid is deemed required, refer to section 31 of this Policy.

## **9.5. Request for Proposals (RFP)**

- 9.5.1.** The overall objective is to obtain the required goods and/or Services at the best price from an appropriately qualified Supplier. The RFP documents shall include the main requirements as per Schedule “C”—Request for Proposals (RFP).
- 9.5.2.** Subject to the application of section 9.5.3 below, a Department Head shall prepare a RFP for goods or Services exceeding \$50,000 unless specifically authorized to use a Non-Competitive Process by way of a Council resolution prior to making the purchase. In the case of a Bid Request by invitation, at least three (3) Suppliers must be invited.
- 9.5.3.** A Department Head may use a RFP instead of a RFT or Request for Quotations when goods or Services cannot be precisely stipulated, or when alternative methods are being sought to meet certain requirements of the Corporation.
- 9.5.4.** When a RFP is used, Bids may be evaluated with a scoring system where the price is one (1) of the evaluation criteria. In this case, the Bidder achieving the highest score based on the RFP’s set criteria will be awarded the Contract, even though it may not be the lowest Bidder.
- 9.5.5.** A Multi-Step Bid Request process may be used when a RFP is issued. In this process, the first (1<sup>st</sup>) step may require the submission of technical and price Bids, with only the technical Bid being evaluated and scored. The second (2<sup>nd</sup>) step involves the opening of price Bid(s) of those Bidders

which have achieved the highest or have met or exceeded the stated minimum technical score(s) required, which demonstrates that the Bidder is qualified to move to the second (2<sup>nd</sup>) step.

**9.5.6.** When the selected Bid exceeds the approved budget allocation by the lowest of 10% or \$100,000, the Department Head shall submit a report for direction or approval, in accordance with responsibilities set in section 4.2.5.

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

## **10. Non-Competitive Process**

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

**10.1.1.** for any acquisition under \$25,000;

**10.1.2.** when the proposed acquisition is a **Sole Source** acquisition due to:

- a. a statutory or market-based monopoly;
- b. rarity of supply in the market;
- c. the existence of exclusive rights such as patent, copyright, or licence;  
or
- d. the complete items, Services, or systems being unique to one (1) Supplier and no alternatives or substitutes existing within Canada.

**10.1.3.** when the proposed acquisition is a **Single Source** acquisition and one (1) or more of the following reasons for selecting a particular Supplier apply:

- a. the need for compatibility with goods/Services previously acquired and there are no reasonable alternatives, substitutes, or accommodations;
- b. the need to avoid violating warranties and guarantees where Services/support is required;
- c. the extension of an existing Contract would prove more cost-effective or beneficial;
- d. due to market conditions, required goods/Services are in short supply;

- e. the required goods/Services are to be supplied by a particular Bidder having special knowledge, skill, expertise, or experience, which cannot be provided by any other person; or
    - f. the nature of the requirement is such that it would not be in the public interest to solicit competitive Bids, as in the case of security or confidential matters.
- 10.1.4.** An attempt to purchase the required goods/Services has been made in good faith, using a competitive Bid process, and has failed to identify a Successful Bidder;
- 10.1.5.** The required goods/Services are to be supplied as a result of an emergency as covered under section 17.
- 10.1.6.** Where it is deemed to be in the best interests of the Corporation to negotiate with the Bidder as covered under section 18.
- 10.2.** A Sole and Single Source listing will be kept by the Finance Department. This list will be presented to Council on an annual basis.
- 10.3.** All non-competitive purchases over \$100,000 for goods and Services and over \$250,000 for Construction must be recorded in the electronic tendering system as an awarded Contract. To meet the reporting requirements from the Trade Agreements in place, regarding the use of limited tendering for purchases at/or above the threshold, the following information shall be entered into the electronic tendering system:
  - a. the name of Supplier;
  - b. the value of the Procurement;
  - c. the kind of goods and Services procured; and
  - d. the circumstances and conditions under which the limited tendering exception is claimed.

## **11. Cooperative Purchasing and Piggyback**

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

government agencies to Piggyback Contracts established by the Corporation with the approval of the Corporation's selected Contractor(s).

## **12. Discretionary Power**

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

**12.1.1.** accept a non-compliant Bid;

**12.1.2.** accept a Bid which is not the lowest Bid;

**12.1.3.** reject a Bid that is the lowest Bid even if it is the only Bid received;

**12.1.4.** request clarification or further information regarding any item in a Bid;

**12.1.5.** consider any alternate goods, Services, terms, or conditions that may be offered, whether such offer is contained in a Bid or otherwise;

**12.1.6.** breakdown a Bid Request, or any agreement negotiated in connection with same, into multiple parts and accept proposals (or portions thereof) from more than one (1) Bidder;

**12.1.7.** enter negotiations, at any time before or after a proposal submission deadline with anyone, in relation to the subject matter hereof;

**12.1.8.** reject, if applicable, any Bidder's recommendation of any Sub-Contractor or any other third (3<sup>rd</sup>) party associated with a Bid and jointly, along with such Bidder, determine alternate acceptable third (3<sup>rd</sup>) parties;

**12.1.9.** extend or otherwise vary the proposal submission deadline, or any other timeline set out within the Bid Request;

**12.1.10.** revise or modify the Bid Request;

**12.1.11.** withdraw or cancel the Bid Request, in whole or in part, whether having received any response thereto or not; and

**12.1.12.** waive any of the stated requirements set out in a Bid Request or request non-compliant proponents to rectify any non-compliance within such time as the Corporation may require.

**12.2.** During the evaluation of Bids, the Corporation reserves the right to consider:

**12.2.1.** information provided in the Bid document itself;

**12.2.2.** information provided in response to credit and industry reference enquiries set out in the Bid;

**12.2.3.** information received in response to enquiries made by the Corporation of third (3<sup>rd</sup>) parties, apart from those disclosed in the Bid in relation to the reputation, reliability, experience, and capabilities of the Bidder;

**12.2.4.** the manner in which the Bidder provides Services to others;

**12.2.5.** the experience and qualification of the Bidder's senior management and project management;

**12.2.6.** the compliance of the Bidder with the Corporation's requirements and specifications; and

**12.2.7.** innovative approaches proposed by the Bidder in the Bid.

**12.3.** The Bidder acknowledges that the Corporation may rely upon the criteria that the Corporation deems relevant, even though such criteria may not have been disclosed to the Bidder. By submitting a Bid, the Bidder acknowledges the Corporation's rights under this section and absolutely waives any right or cause of action against the Corporation and its consultants, by reason of the Corporation's failure to accept the Bid submitted by the Bidder, whether such right or cause of action arises in Contract, negligence, or otherwise.

### **13. Bid Closing and Opening**

**13.1.** Schedule "D"—Procedures for Acceptance of Bids and Schedule "E"—Bid Irregularities Summary contain Bid Request closing and opening procedures.

### **14. Conditions Applicable to All Bids**

**14.1.** The following conditions apply to all Bids:

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

**14.1.2.** A Bidder who has already submitted a Bid may recall his Bid and resubmit a new Bid at any time up to the official closing time.

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

**14.1.4.** All Bids shall first (1<sup>st</sup>) be checked by the Department Head or his Designate to ensure that:

- a. the Statement by Bidder is filled out in full by an individual who has the authority to bind the company or the Corporation; otherwise the Bidding System will not allow the Bid to be sent;

- b. any other documents as requested in the Bid Request have been included;
- c. the Bid Deposit is sufficient and in an acceptable form; and
- d. all other Bid Request requirements have been met.

**14.2.** Bids may be rejected for the reasons specified in Schedule “E”—Bid Irregularities Summary.

## **15. No-Cost Procurement**

**15.1.** A “no-cost” Procurement is Procurement for goods, Services, or Construction where the Corporation will not bear any cost (expense or capital expenditure);

**15.2.** These types of Procurement include:

**15.2.1.** revenue-generating opportunities, and/or

**15.2.2.** cost passed through to a third (3<sup>rd</sup>) party;

**15.3.** “No-cost” Procurement must be acquired in the same manner and using the same Procurement methods and corresponding approval requirements as any Procurement that has a cost to the Corporation, depending on the value of the no-cost Procurement.

## **16. Purchase of Used Equipment**

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

**16.1.1.** the equipment meets or exceeds the departmental equipment requirements.

**16.1.2.** it is documented that it is financially profitable to purchase a used piece of equipment rather than purchase new equipment, and it is deemed acceptable by the Department Head or his Designate;

**16.1.3.** if the total expenditure on the used equipment exceeds \$25,000, a report will be forwarded to the CAO detailing purchase information and expenses;

**16.1.4.** the Department Head or Purchasing Designate is exempt from the Corporation’s formal Bid Request process when purchasing used equipment by any of the methods detailed in section 16.1.

## **17. Emergency Purchases**

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

## **18. Purchase by Negotiation**

- 18.1.** A formal Bid Request process may be waived and a Department Head or Purchasing Designate may purchase by negotiation with one (1) or more Suppliers under the following conditions:
  - 18.1.1.** When the proposed acquisition is a Sole Source, as covered in section 10.1.2.
  - 18.1.2.** When the proposed acquisition is a Single Source, as covered in section 10.1.3.
- 18.2.** After a formal Bid Request process has taken place, a Department Head or Purchasing Designate may purchase by negotiation with one (1) or more Suppliers under the following conditions:
  - 18.2.1.** When an attempt to purchase the required goods/Services has been unsuccessful, as covered in section 10.1.4.
  - 18.2.2.** When two (2) or more identical Bids have been received and meet the specified requirements, the Department Head or Purchasing Designate may negotiate with the two (2) lowest Bidders, keeping all negotiations fair, ethical, and well documented.
- 18.3.** The Department Head must provide the CAO with valid justification for the types of Procurement described above.
  - 18.3.1.** The business case must include all the pertinent facts that give rise to justifying the Single Source or Sole Source Procurement. These facts will be contained in the Sole and Single Source listing as covered in section 10.2.

**18.3.2.** The business case must be approved in accordance with responsibilities set in section 4.2.5 and sent to the Finance Department.

## **19. Exemptions**

- 19.1.** A Department Head may request exemption from any or all of the purchasing processes outlined in this Policy, with the exception of an exemption to the requirements set out within section 27, by submitting a written exemption form requesting same to the CAO. Any exemption must be requested and approved in writing, prior to making the purchase or signing a Contract, and a copy must be forwarded to the Finance Department. Any request above \$50,000 must have Council's approval prior to making the purchase or signing a Contract. Requests below \$50,000 require approval by the CAO.
- 19.2.** When the CAO requires an exemption in his capacity as Department Head, he may approve requests below \$50,000 in his capacity as CAO. Such approval shall be brought forward to Council for information purposes as soon as reasonably possible after CAO approval. Any request for exemption over \$50,000 requires Council approval.
- 19.3.** When the CAO requires an exemption in his capacity as CAO and not as Department Head, all requests require Council approval.
- 19.4.** When an exemption is sought from any requirement set out within section 27, the Department Head shall submit a written request for approval to the Treasurer prior to making the purchase or signing a Contract.

## **20. Exclusions**

- 20.1.** Notwithstanding the requirements of this Procurement Policy, the goods and Services identified in Schedule "F"—Exclusion herein can be purchased without a competitive process and do not require the issuance of a Purchase Order.

## **21. Advertising**

- 21.1.** All Formal Bid Requests and Quotations shall be advertised on the <https://prescott-russell.bidsandtenders.ca> website. A link for this website is available on the Corporation's website.
- 21.2.** The time given to Suppliers to prepare and submit responsive submissions following the posting of the notice of Procurement must be reasonable and subject to Trade Agreements, if applicable.

- 21.3.** If the value of the Procurement is \$365,700 or greater for goods or Services, or \$9.1 million or greater for Construction, the notice of Procurement must be advertised at least thirty (30) days in advance of the final submission date.

## **22. Award Notification**

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

## **23. Debriefings**

- 23.1.** Unsuccessful Bidders may request a debriefing in accordance with the instructions in the Bid Request. If a debriefing is requested, it should be scheduled by the Department Head or the Designated Employee in charge of the Bid Request. Debriefings shall not take place until after a Contract has been entered into with the Successful Bidder and notification of award has been posted.

## **24. Bid Dispute**

- 24.1.** To maintain the integrity of the process, Bidders who believe they have been treated unfairly in a Bid Request process can make this known by contacting the Department Head or the Designated Employee in charge of the Bid Request, prior to the award of the Contract. A Bid dispute shall be resolved as follows:
- 24.1.1.** A meeting between the Bidder and the Department Head or the Designated Employee in charge of the Bid Request;
  - 24.1.2.** If a resolution has not been reached by meeting the Department Head or the Designated Employee, the Bidder may appeal the decision, in writing, to the CAO. The CAO's decision is final.

## **25. Bid Deposits**

- 25.1.** Bid Bond shall be required to accompany Bids in the following circumstances:
- 25.1.1.** All Bids for municipal Construction projects estimated to cost more than \$100,000.
  - 25.1.2.** Special Contracts or purchases as deemed appropriate by the Department Head.

- 25.2.** Bid Bonds shall be not less than 10% of the estimated value of the work before Bidding, or an amount equal to a minimum of 10% of the Bid submitted.
- 25.3.** A Bid Bond shall be issued by a recognized bonding company currently licensed to operate in the Province of Ontario, naming the Corporation as the creditor. A Bid Bond must be irrevocable and open for Bid acceptance for at least sixty (60) days from the date of Bid closing.
- 25.4.** The Corporation will only accept Bids that include a Bid Bond in an electronically-verifiable/enforceable (e-Bond) format. A scanned PDF copy of a Bid Bond is not an e-Bond and is therefore not acceptable. All instruction details for accessing authentication should be included with the uploaded Bond. For more information regarding e-Bonds, Bidders are encouraged to contact their surety.
- 25.5.** Any costs associated with e-Bonds are the responsibility and cost of the Bidder. No interest will be paid on any Bid Deposit.
- 25.5.1.** All Bid Bonds shall be provided in Canadian currency.
- 25.6.** It is noted that the Bid Bond is a guarantee that the Contractor or Supplier will execute a Contract agreement with the Corporation for the delivery of the Services, material, or equipment provided for in the applicable Bid Request documents.
- 25.7.** All Bid Deposits shall be payable to the Corporation. Unless otherwise mentioned, the Corporation shall return all Bid Deposits, except the lowest Bid and the next lowest Bid, within twenty (20) working days after the close of the Bids, unless some anomalies are found in the analysis of the two (2) lowest Bids in which case, the third (3<sup>rd</sup>)-lowest Bid Deposit will be retained. The Bid Deposits retained by the Corporation shall be released after execution of the Contract agreement and submission to the Corporation of all documents required for the Contract. If the Bidder refuses or neglects to execute the Contract agreement or to submit the required documents as specified by the Corporation in its Bid Request documents within a delay of three (3) weeks after the date of the Contract award, the Corporation, in its sole discretion, may act upon a Bid Bond in its possession relating to the specific Bid Request documents for default of the Bidder, and the Corporation has full, unfettered rights to use the funds in its sole discretion, and any Bidder who has defaulted as herein shall have no claim whatsoever against the Corporation for such action taken by the Corporation.

## **26. Security Requirements**

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

## **27. Insurance**

- 27.1.** The following insurance requirements are mandatory for all work undertaken on behalf of the Corporation. The Successful Bidder shall provide the Corporation with an insurance certificate as follows:
  - 27.1.1.** Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5 million per occurrence/ \$5 million annual aggregate. Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; blanket contractual liability; premises, property & operations; non-owned automobile; broad-form property damage; owners & Contractors protective; occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

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

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

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

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

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

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

- 27.1.5.** If required, the Contractor shall provide and maintain during the term of the Contract, Broad Form Builders' Risk and Equipment Breakdown insurance coverage to the full replacement cost of the structure including any existing building, improvement and renovation Construction costs. Such insurance shall be written on a Broad Form basis including water damage, earthquake, flood, sewer backup, and equipment testing/commissioning. The policy shall not contain an exclusion for resultant damage from freezing. The policy shall be issued in the name of the Contractor and the Corporation and shall name the Corporation as a loss payee as their interests may appear to the replacement value of the completed building including improvement and renovation costs.
- 27.2.** The Successful Bidder must provide, at his or its cost, a certificate of insurance verifying the above-noted coverage prior to the effective date of the Contract, to the satisfaction of the Corporation, and in force for the entire Contract period. Coverage shall be placed with an Insurer licensed to conduct business in Ontario.
- 27.3.** An endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without giving the Corporation a written notice of thirty (30) days.
- 27.4.** The Corporation reserves the right to assess exposures and add additional insurance requirements where deemed necessary.
- 27.5.** The Successful Bidder shall indemnify and save harmless the Corporation, their elected officials, officers, employees, and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Bidder, their officers, employees, contractors, sub-contractors, agents, or others to whom the Bidder is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Bidder in accordance with this agreement and shall survive this agreement.

## **28. Information to Bidders**

- 28.1.** All prospective Suppliers of goods or Services should ensure that they are familiar with the Corporation's Procurement Policy. The Policy is available on the Corporation website at all times. ([www.prescott-russell.on.ca](http://www.prescott-russell.on.ca))
- 28.2.** Bidders shall carefully examine and study all of the Bid Request documents, drawings, specifications, work sites (if applicable), etc. to ensure that all conditions affecting the Contract and the detailed requirements have been met.
- 28.3.** Should a Registered Supplier find discrepancies in, or omissions from the Bid Request documents, or should he or she be in doubt as to the meaning, he or she shall clarify them by requesting clarifications through the electronic Bidding System used by the Corporation. An addendum will then be posted on the Bidding System and will be available to all Registered Suppliers. No oral explanation or interpretation will be provided.
- 28.4.** Where sub-trades are to be used, a complete list showing the sub-trades name shall accompany the Bid submission. Sub-trades may be changed by the main Contractor but only on written approval by the appropriate Department Head or the Corporation's Consultant.
- 28.5.** The Bidder shall provide a clearance certificate from the WSIB as specified in the Bid Request. This clearance certificate is required in order to verify the firm's standing with the Board at the time of the recommendation to award this Contract.
- 28.6.** The estimate of quantities as shown in the Bid Request documents shall be used as a basis of calculation upon which the award of Contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Corporation.
- 28.7.** The unit price or lump sum price for all items in the Schedule of Quantities and Unit Prices shall be deemed to be full compensation for all the works including all necessary labour, equipment, and materials specified in the Special Provisions, standard specifications, and additional specifications.
- 28.8.** After notification of award, the Successful Bidder will be responsible for adhering to the following, as applicable to the Bid Request documents requirements:
  - 28.8.1.** The Successful Bidder shall be bound to execute the Contract agreement and to file satisfactory bonds and insurance policies and a WSIB clearance letter, as required herein, with the Corporation within a delay of

three (3) weeks to the date of Contract award, and these documents shall be maintained by the Corporation until Contract completion.

**28.8.2.** Failure to execute the Contract or to file satisfactory bonds and insurance policies and WSIB clearance letter as required by the Bid Request document within the specified period shall be just cause for the cancellation of the Contract award and the forfeiture of the Bid Deposit to the Corporation, not as penalty, but in liquidation of damages sustained. The Corporation shall then have the right to award the Contract to any other Bidder or to reissue the Bid Request documents.

**28.9.** Payments to the Contractor, holdbacks and their release, as well as certificates of substantial performance and completion under this Contract shall be in full compliance with the provisions of *The Construction Act*, R.S.O. 1990, unless otherwise specified.

**28.10.** In his or its Bid price, the Bidder shall be deemed to have made due allowance for the publication of a copy of the certificate of substantial performance as set out in the regulations, in order to facilitate the holdback release under the substantial performance certificate.

**28.11.** Successful Bidders shall be responsible for all permits.

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

## **29. Statement by Bidder**

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

## **30. Conflict of Interest**

**30.1.** The submission of all Bids must include a declaration by the Bidder that there is no actual, potential, or perceived conflict of interest in that Bidder submitting a Bid in respect of that Procurement Process, or where there is an actual, potential, or perceived conflict of interest, the Bidder must provide details of the conflict of interest. Where a Bidder submits details in respect of an actual, potential, or perceived conflict of interest, the Department Head shall review the details and, in consultation with the Corporation's Legal Advisor, determine if the actual, potential, or perceived conflict of interest serves to disqualify that Bidder from further participation in the Procurement Process.

**30.2.** Elected Officials shall not approve nor acquire any goods or Services.

- 30.3.** The Corporation shall make no purchase of goods or Services for the personal use of elected or appointed Officials or employees or any member of their respective families.
- 30.4.** No employee shall purchase or offer to purchase, on behalf of the Corporation, any goods or Services except in accordance with this Procurement Policy.
- 30.5.** No goods or Services shall be purchased from an Officer or employee of the Corporation, or from any associate of such Officer or employee, unless the extent of the interest of such Officer or employee has been fully disclosed and the CAO has approved the purchase.
- 30.6.** All types of Procurement must meet the following sections of the UCPR code of conduct:
  - 30.6.1.** Conflict of Interest;
  - 30.6.2.** Corporate Gifts.

### **31. Additional Work or Services**

- 31.1.** Additional work or Services not included in the original Bid Request but which are identified and deemed necessary or desirable by the Corporation either prior to, during, or after the performance of the Services shall be performed by the Contractor subject to the following criteria:
  - 31.1.1.** The Corporation will provide a written description of the additional work, items, or Services, and where required, detailed plans;
  - 31.1.2.** The Contractor will provide a written estimate of the cost to perform, which estimate will include (as applicable):
    - a.** the cost of the work or Services as per the applicable general conditions;
    - b.** the cost of the work at the same unit cost as set out in the tender; or
    - c.** the cost of the work on a cost-plus basis to be agreed upon.
  - 31.1.3.** The Contractor will set out in writing any impact the additional work or Services will have on the project schedule, if any.
- 31.2.** The Corporation shall not be liable for the cost of any additional work performed by the Contractor, unless such work or Services have been authorized in writing by the Corporation.

## **32. Extension of Contract**

- 32.1.** Contracts may include extensions to the term of the agreement as set out in the Bid Request. Extending the term of agreement beyond that set out in the Bid Request amounts to a non-competitive Procurement where the extension affects value and/or stated deliverables of Procurement. In such situations, approval from an appropriate authority as per section 4.2.5 must be obtained prior to proceeding with the extension.

## **33. Suppliers in Litigation**

- 33.1.** Except as otherwise permitted in section 33.2, a Bid from a Supplier shall be rejected if the Supplier, any affiliate of the Supplier, or any principal, officer, or director of the Supplier, directly or indirectly through another Corporation or other business entity:
- 33.1.1.** has commenced and continues at the time of the proposed award to pursue litigation against the Corporation, its elected Officials, Officers, employees and/or any of the municipalities making up Prescott and Russell; or
  - 33.1.2.** is a person or entity against whom the Corporation is contemplating or pursuing litigation at the time of the proposed award;  
in relation to a previous acquisition or any supply Contracts awarded to that Supplier or its affiliate(s).
- 33.2.** A Bid from a Supplier described in section 33.1 may be accepted provided that the CAO has determined that:
- 33.2.1.** there is an emergency;
  - 33.2.2.** the acquisition is a Sole Source acquisition;
  - 33.2.3.** the Corporation is legally obligated to enter into the Contract;
  - 33.2.4.** where the Corporation has been named as plaintiff or defendant pursuant to a subrogated interest, an appropriate arrangement has been made to indemnify the Corporation; or
  - 33.2.5.** where the amount in dispute in the litigation does not exceed \$100,000, the award of the Contract would be in the best interests of the Corporation, based on the consideration of factors that include, but are not limited to:
    - a.** the Supplier's performance under previous Contracts with the Corporation;

- b. the Corporation's claims history with the Supplier; and
- c. an assessment of the overall risk and total cost in entering into a Contract with the Supplier.

### **34. Local Preference**

**34.1.** The following legislative documents prohibit municipalities from adopting a Local Preference Policy:

**34.1.1.** The *Discriminatory Business Practices Act* (R.S.O. 1990, Chapter D12), as amended;

**34.1.2.** CFTA; and

**34.1.3.** CETA.

**34.2.** The primary objective of the purchasing process is to acquire goods/Services at the lowest possible cost, consistent with the demands of suitability, quality, service, and delivery capabilities.

**34.3.** If in the determination of the Department Head, a competitive market exists and two (2) or more compliant Bids are received and are identical in price, and provided suitability, quality, service, and delivery are similar, then priority of acceptance may be made first (1<sup>st</sup>) for a local Bid, if any, then, for a regional Bid, if any; otherwise, the Department Head will proceed to procure "best and final offers" from Bidders involved in order to break the tie.

### **35. Administration**

**35.1.** No Contract or purchase shall be divided to avoid any requirements of this Procurement Policy.

**35.2.** Subject to the Discretionary Powers set out in this Policy, in all purchases, price shall be the prime selection criteria before any special provisions, additions, or deletions are calculated into the Bid price, providing that all specification requirements are met. Such specifications are to be generic or described as "equivalent". All factors influencing the purchasing decision are to be included in the specifications.

**35.3.** Performance evaluations, formal or not, may be undertaken on Suppliers. These evaluations may be used to reject a Supplier in future Bid Requests.

**35.4.** All Invoices from Suppliers shall be approved before payment.

**35.5.** Between the last regular meeting of Council in any year and the adoption of budget estimates for the next year, the Treasurer is authorized to pay the

accounts of any ordinary business transactions of the Corporation that are required to maintain Services. This shall include the payment of accounts for previously approved capital items and projects.

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

- 35.6.** The Corporation shall endeavour to standardize all goods and Services to allow for bulk purchasing and the related financial economies of scale.

### **36. Retention of Documents**

- 36.1.** All background information submitted by Suppliers, Purchase Orders, and other relevant information involved in obtaining prices for goods and Services shall be retained in the originating Department, as per the Records Management System By-law.

### **37. Procurement Process Review**

- 37.1.** The Treasurer may randomly review departmental purchasing-related files on an ongoing basis to review the effectiveness and integrity of the process as well as compliance with the Procurement Policy.
- 37.2.** The CAO may require a complete review of this Procurement Policy for the purpose of evaluating its effectiveness at any time.

### **38. Gender**

- 38.1.** In this document, the masculine gender has been used to facilitate its composition. Where required, the feminine gender shall be substituted.

### **39. Effective Date**

- 39.1.** The amended Procurement Policy took effect on January 24, 2024. It replaces the former Policy that went into effect on August 25, 2021.

Original copy signed by Stéphane P. Parisien  
Stéphane P. Parisien  
Chief Administrative Officer

**Schedule “A”—Methods of Procurement  
(Summary Template)**

Limits	Budget	Payment Methods/Required Documents	Type of Bid Request	Source of Bids	Approval
\$0 to \$149	Included	<input checked="" type="checkbox"/> Petty Cash <input checked="" type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Direct Purchase <input type="checkbox"/> Purchase Order	<input type="checkbox"/> Request for Quotations <input type="checkbox"/> Request for Tenders <input type="checkbox"/> Request for Proposals	<input type="checkbox"/> By Invitation <input type="checkbox"/> Public	<input type="checkbox"/> Council <input type="checkbox"/> CAO <input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Designated Employee
	Not Included	<input checked="" type="checkbox"/> Petty Cash <input checked="" type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Direct Purchase <input type="checkbox"/> Purchase Order	<input type="checkbox"/> Request for Quotations <input type="checkbox"/> Request for Tenders <input type="checkbox"/> Request for Proposals	<input type="checkbox"/> By Invitation <input type="checkbox"/> Public	<input type="checkbox"/> Council <input type="checkbox"/> CAO <input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Designated Employee
\$150 to \$25,000	Included	<input type="checkbox"/> Petty Cash <input checked="" type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Direct Purchase <input type="checkbox"/> Purchase Order	<input type="checkbox"/> Request for Quotations <input type="checkbox"/> Request for Tenders <input type="checkbox"/> Request for Proposals	<input type="checkbox"/> By Invitation <input type="checkbox"/> Public	<input type="checkbox"/> Council <input type="checkbox"/> CAO <input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Designated Employee
	Not Included	<input type="checkbox"/> Petty Cash <input checked="" type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Direct Purchase <input type="checkbox"/> Purchase Order	<input type="checkbox"/> Request for Quotations <input type="checkbox"/> Request for Tenders <input type="checkbox"/> Request for Proposals	<input type="checkbox"/> By Invitation <input type="checkbox"/> Public	<input type="checkbox"/> Council <input type="checkbox"/> CAO <input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Designated Employee
\$25,001 to \$50,000	Included	<input type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Direct Purchase <input checked="" type="checkbox"/> Purchase Order	<input checked="" type="checkbox"/> Request for Quotations <input type="checkbox"/> Request for Tenders <input type="checkbox"/> Request for Proposals	<input checked="" type="checkbox"/> By Invitation <input checked="" type="checkbox"/> Public	<input type="checkbox"/> Council <input type="checkbox"/> CAO <input checked="" type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee
	Not Included	<input type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Direct Purchase <input checked="" type="checkbox"/> Purchase Order	<input checked="" type="checkbox"/> Request for Quotations <input type="checkbox"/> Request for Tenders <input type="checkbox"/> Request for Proposals	<input checked="" type="checkbox"/> By Invitation <input checked="" type="checkbox"/> Public	<input type="checkbox"/> Council <input checked="" type="checkbox"/> CAO <input type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee

Limits	Budget	Payment Methods/Required Documents	Type of Bid Request	Source of Bids	Approval
\$50,001 +	Included	<input type="checkbox"/> Petty Cash  <input type="checkbox"/> Credit Card  <input type="checkbox"/> Direct Purchase <input checked="" type="checkbox"/> Purchase Order	<input type="checkbox"/> Request for Quotations  <input checked="" type="checkbox"/> Request for Tenders <input checked="" type="checkbox"/> Request for Proposals	<input checked="" type="checkbox"/> By Invitation  <input checked="" type="checkbox"/> Public	<input type="checkbox"/> Council  <input type="checkbox"/> CAO <input checked="" type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee
	Not Included	<input type="checkbox"/> Petty Cash  <input type="checkbox"/> Credit Card  <input type="checkbox"/> Direct Purchase <input checked="" type="checkbox"/> Purchase Order	<input type="checkbox"/> Request for Quotations  <input checked="" type="checkbox"/> Request for Tenders <input checked="" type="checkbox"/> Request for Proposals	<input checked="" type="checkbox"/> By Invitation  <input checked="" type="checkbox"/> Public	<input checked="" type="checkbox"/> Council  <input type="checkbox"/> CAO <input type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee
<b>Financial limits do not include taxes and freight charges.</b> <b>Items included in this schedule represent minimum requirements.</b> <b>Refer to the Authorized Signatures list to confirm Designated Employees.</b> <b>This schedule does not contain any exception. Refer to the Policy for possible exceptions.</b>					

**Schedule “B”—Request for Tenders (RFT)**

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

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

- Addenda issuance procedures;
- Closing date and time;
- Corporation processes for acceptance, rejection, payment terms, delivery terms, etc.;
- Requirements at time of closing;
- Bid Deposits and/or Bonding Requirements. If a Bid Deposit is required, include section 25.4 stating that Digital Bid Bond will be the only acceptable form of Bid Deposit;
- Requirements regarding insurance coverage—section 27;
- Discretionary power clause—section 12;
- Award notification process—section 22;
- Debriefings procedures—section 23;
- Bid Dispute resolution process—section 24;
- Conflict of interest—section 30.1;
- If applicable, additional work or Services, Supplier in litigation, and local preference clauses;
- Terms and conditions as per The Corporation Procurement Policy. The RFT must refer to the Corporation’s website ([www.prescott-russell.on.ca](http://www.prescott-russell.on.ca)) for a copy of the purchasing policy;
- Statement by Bidder must be included in the RFT documents. The RFT must include the following statement: “Statement by Bidder must be filled out in full by an individual who has the authority to bind the company or the Corporation; otherwise, the Bidding System will not allow the Bid to be sent”;
- Requirement to use Canadian currency for all prices included in the Bid.

Scope/Specifications (as applicable):

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

Bid Form:

- This provides the Bidder with an adequate format to provide unit or lump sum prices matching the description of the product requirements;
- Clearly indicate on the Bid form that the Bid amounts are before taxes;
- The Bid form shall also include an area to provide for the Bidder’s contact name, company name, company address, telephone number, and email address.



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

## **Schedule “C”—Request for Proposals (RFP)**

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

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

Introduction—some general statements regarding the purpose of the RFP, general background information, historical data, etc.;

Information for Bidders—this includes all of the procedures for the process that includes, but is not limited to, the following:

- Closing date and time;
- Addenda Issuance;
- Corporation processes for acceptance, rejection, payment terms, delivery terms, etc.;
- Requirements at time of closing, submission details;
- Requirements regarding insurance coverage—section 27;
- Discretionary power clause—section 12;
- Award notification process—section 22;
- Debriefings procedures—section 23;
- Bid Dispute resolution process—section 24;
- Conflict of interest—section 30.1;
- If applicable, additional work or Services, Supplier in litigation, and local preference clauses;
- Terms and conditions as per The Corporation Procurement Policy. The Request for Proposals document must refer to the Corporation’s webpage ([www.prescott-russell.on.ca](http://www.prescott-russell.on.ca)) for the purchasing policy;
- Statement by Bidder must be included in the Request for Proposals documents. The Request for Proposals must include the following: “Statement by Bidder must be filled out in full by an individual who has the authority to bind the company or the Corporation; otherwise, the Bidding System will not allow the Bid to be sent”;
- Requirement to use Canadian currency for all prices included in the Bid.

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

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

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

## Schedule “D”—Procedures for Acceptance of Bids

Bid Requests must abide by the following procedure:

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

**Schedule “E”—Bid Irregularities Summary**

Item No.	Description	Action
1.	Late Bids Bid received after the closing date and time specified in the Bid document, by any amount of time	Bidding System does not accept late Bids
2.	Statement by Bidder is missing	Bidding System does not accept Bids that have not filled out the Statement by Bidder
3.	Addenda not acknowledged	Bidding System does not accept Bids that have not acknowledged all addenda
4.	Bid Bonds not submitted with the Bid when the Bid Request (or any addenda) indicated that such deposit is required	Automatic rejection
5.	The Agreement to Bond is incomplete or missing or the bonding company is not licensed to conduct business in Ontario	Automatic rejection
6.	Bid Bond is not an electronically verifiable/enforceable (e-Bond) as indicated in the Bid document	Bidder shall be given five (5) business days to submit electronically verifiable/enforceable e-Bond
7.	Bidders not attending mandatory Project Meeting	Bidding System will not accept submission by a Bidder that did not attend a mandatory Project Meeting
8.	Bid Bond amount is insufficient	Automatic rejection
9.	Part Bids (all items not Bid)	Unless part Bids were permitted in the request
10.	Bids containing minor clerical errors	Corporation reserves the right to waive initialling and accept Bid
11.	Alternate items Bid in whole or in part	Available for further consideration unless specified otherwise in request
12.	Other mathematical errors which are not consistent with the unit prices	Unit prices will govern
13.	Pages requiring completion of information by Supplier are missing	Consultation with a Solicitor on a case-by-case basis and referenced within the staff report, if applicable
14.	Bid documents which suggest that the Bidder has made a major mistake in calculations or Bid	Consultation with a Solicitor on a case-by-case basis and referenced within the staff report, if applicable
15.	<b>Method of Delivery:</b> Where the Bid has been submitted via any method other than through the Bidding System, where no such provision is allowed for in the Bid document.	Automatic rejection

16.	Documents provided through the Bidding System were not the required ones and/or documents are not legible	Automatic rejection
17.	Where the Bid has been qualified by changes to specification or major requirements and acceptance would allow an unfair advantage over competitors	Automatic rejection
18.	Failure to execute a Contract or supply supplementary documents after Intent to Award letter has been issued	Automatic rejection
19.	Certificates of Insurance and/or WSIB clearance letter are missing or do not meet the requirements of the Bid Request document	The Bidder has three (3) weeks to submit the required documents to the satisfaction of the Corporation, as per section <a href="#">28.8</a> of this Policy
20.	Other Bid Irregularities	Ruling by Bid Review Panel—Bidder <u>may</u> be given up to five (5) business days to remedy the Bid irregularity

**Schedule “F”—Exclusion**

- 1) Payments made in accordance with salaries and payroll benefits, including temporary help agency employees and Providers as authorized by Council
- 2) Expenditures for Training and Education
  - a) Attendance at conferences, seminars, courses, and conventions
  - b) Subscriptions to books, magazines, and periodicals
  - c) Membership fees
- 3) Refundable Employee Expenses
  - a) Meal allowances
  - b) Travel and entertainment
  - c) Miscellaneous expenses
- 4) General Expenses
  - a) Licences (vehicles, information systems, etc.)
  - b) Debentures payments
  - c) Interest on temporary bank loans and bank charges
  - d) Insurance deductible and Adjuster's fees
  - e) Grants or contributions to agencies, as approved by Council
  - f) Damage claims
  - g) Petty cash replenishment
  - h) Tax remittances
  - i) Sinking fund payments
  - j) Inter-Departmental charges
  - k) Payment made under the *Ontario Works Act, 1997*
  - l) Payment to or on behalf of individuals in regard to programs authorized by Council
- 5) Professional and Special Services
  - a) Committee-related fees
- 6) Utilities
  - a) Water & Sewage
  - b) Taxes
  - c) Electricity
  - d) Gas
  - e) Telephone
  - f) Internet connection
  - g) Mandatory inspections made by governmental and/or public utility agencies
- 7) Postal charges and delivery Services
- 8) Specific payments as authorized by Council
  - a) Land purchases
  - b) Expropriations
  - c) Insurance premium

**Statement by Bidder**

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

11. I (We) agree to perform the work in compliance with the required completion schedule stated in the Bid Request document(s), or if no schedule is stated, to attain substantial performance of the work in compliance with the required completion schedule stated in the Bid Request document(s).
12. I (We) certify that I am (we are) not a party or privy to any deceit to mislead the Corporation into accepting this Bid as a truly competitive Bid whether to the prejudice, injury, or benefit of the Corporation.
13. I (We), including Non-Resident Bidder, shall comply with all Federal, Provincial (Ontario), and Municipal Laws, Acts, Ordinances, Regulations, and By-laws, which in any way pertain to the Services and/or Supplies outlined in the Bid Request or to the Employees of the Bidder.
14. I (We), including Non-Resident Bidder, shall charge applicable HST for Ontario.

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Bidder's Name or the name of a representative

Note: Statement By Bidder will be filled out through the Electronic Bidding System. The Bidder will need to agree to the above statement and fill in their name.