

**TOWN OF GEORGINA – PROCUREMENT SERVICES
POLICY No. CS-2018-PS001**

Subject: Procurement Policy	Authority, Ref. & Sec. Council			
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Recommended/Approved by: Council	Contact Position for Inf. Manager of Procurement Services			

THE CORPORATION OF THE TOWN OF GEORGINA
IN THE
REGIONAL MUNICIPALITY OF YORK

BY-LAW NO. 2018 – 0051 (PUR-1)

BEING A BY-LAW TO ADOPT POLICIES FOR THE
ACQUISITION OF DELIVERABLES AND THE DISPOSAL OF
SURPLUS ASSETS AND TO REPEAL BY-LAW NO. 2004-0120
(CON-1)

WHEREAS section 270 (1) of the Municipal Act, 2001, as amended, provides that a municipality shall adopt policies with respect to its acquisition of deliverables;

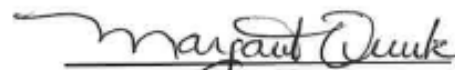
AND WHEREAS the existing Purchasing By-law 2004-0120 was enacted on December 6, 2004;

AND WHEREAS the Council of the Corporation of the Town of Georgina, recognizing its responsibility for the effective utilization of all of its resources, intends to codify sound policies for the purpose of acquiring deliverables in a manner that fulfills its mandate to provide effective, responsible government and efficiently deliver services to the residents of the Town of Georgina;

NOW THEREFORE the Council of the Corporation of the Town of Georgina hereby enacts as follows:

1. THAT Council hereby adopts the Procurement Policy (Attachment 1 to Report CAO-2018-0008) effective October 1, 2018.
2. THAT By-law No. 2004-0120 (CON-1) is repealed in its entirety effective October 1, 2018.

READ and enacted this 13th day of June, 2018.


Margaret Quirk, Mayor


John Espinosa, Town Clerk

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1. Introduction

1.1 Purpose

This document details the *policy* to be followed when acquiring *deliverables* for the Corporation of the *Town* of Georgina (*Town*) and the disposal of *surplus assets*. The purpose is to ensure that *deliverables* are *acquired* in an open, fair and transparent manner, which protects the reputation of the *Town*, and increases the confidence of both the public and the participants in the *procurement process*. This *policy* shall work in conjunction with the *procurement procedures*.

1.2 Guiding Principles

The overarching principle guiding this *policy* is to maintain the public's trust and reduce the *Town's* exposure to legal liability by ensuring that *procurement* decisions are made using a *procurement process* that is ethical, open, fair and transparent.

In acquiring *deliverables*, the *Town* shall also adhere to the following guiding principles:

- a) Promote effective, economic, and efficient *acquisition*;
- b) Act and conduct business with honesty and integrity;
- c) Treat *vendors* equitably, without discrimination;
- d) Develop, support, and promote the highest professional standards in order to serve the public good;
- e) Maintain a customer-service focus while meeting the needs, and protecting the interests of the *Town* and the public;
- f) Comply with known international, federal and inter-provincial trade treaties or agreements, as amended, where applicable;
- g) To maintain the highest standards of integrity and professionalism with respect to the *acquisition* of *deliverables* and the managing of the *procurement process* by which *deliverables* are *acquired*;
- h) Comply with and incorporate the requirements of the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11, as amended (the 'AODA') in the *procurement process* of the *Town* as well as any requirements contained in other legislation (either provincial or federal) which may impact the *procurement process* of the *Town*;
- i) Encourage, whenever possible, the *acquisition* of *deliverables* with due regard to the conservation of the natural environment;

- j) Support effective business planning such that *deliverables* shall only be *acquired* after consideration of need, alternatives, timing and appropriate life cycle management issues; and
- k) When evaluating *bids*, where possible, the *Town* shall consider the total *acquisition value* including, but not limited to, *acquisition*, training, operating, maintenance, quality, reliability, performance, warranty, payment terms, *contract* extensions, *contract* renewals and *disposal* costs.

2. Definitions of this Policy

The definitions of italicized terms used in the *policy* are set out in Schedule "A" – Definitions of this Policy.

3. Application

This *policy* shall apply to the *acquisition* of all *deliverables* made by or on behalf of the *Town, committees* and *local boards*, with the exception of the Georgina Public Library, and except as may be expressly exempted or restricted under this *policy*.

All *individuals* involved in the *acquisition* of *deliverables* provided for in this *policy*, shall act in a manner consistent with the requirements and objectives of this *policy* and should said *individuals* be found to have breached this *policy*, they may be subject to disciplinary action;

No *acquisition* for *deliverables* or *disposal* of *surplus assets* shall be *authorized* unless it is in compliance with this *procurement policy*.

All *acquisitions* undertaken by the *Town* and its *employees* shall be executed in accordance with:

- a) The *procurement policy* and any other relevant or related *Town* policies, codes of conduct or *procurement procedures*;
- b) All applicable *Town* business license requirements and *Town* codes of conduct; and,
- c) The Municipal Conflict of Interest Act, as amended and any other applicable Municipal, Provincial or Federal legislation.

4. Restrictions

- a) No *Town employee*, member of *Council* or *local board* or *committee* member shall acquire, on behalf of the *Town*, any *deliverables*, except in accordance with this *policy* and the restrictions set out herein;
- b) The *acquisition* of *deliverables* shall occur only if the necessary funds are available within an approved budget or the requisition is expressly made subject to funding approval and, to the extent that they may be required, funds are available from any other *local board*, *committee*, municipality or other government agency on whose behalf the *acquisition* of *deliverables* is also being made;
- c) *Council* has provided funds for such *acquisition* in the budget or otherwise agreed to the provision of such funds and no expenditure shall be *authorized* or incurred in excess of such funds;
- d) No *contract*, renewals or extensions for *deliverables* shall be divided into two or more parts to avoid the application of the provisions of this *policy*;
- e) No personal *acquisitions* shall be made by the *Town* directly or indirectly for members of *Council* or any appointed member of a *local board* or *committee* or for any *employee* of the *Town* or their families with the exception of corporate sponsored *employee* programs;
- f) No *Town employee*, member of *Council* or *local board* or *committee* member shall cause or permit any potential *vendor* to have an unfair advantage or disadvantage in obtaining a *contract* for the supply of *deliverables* to the *Town*;
- g) No *Town employee*, member of *Council* or *local board* or *committee* member shall extend, in the discharge of his or her official duties, preferential treatment to relatives, friends, organizations or groups in which they or his or her relatives or friends have a pecuniary interest;
- h) No *Town employee*, former *Town employee*, member of *Council* or *local board* or *committee* member or any spouse (including common law spouse), parent, grandparent, sibling, child, grandchild, niece, nephew, uncle or aunt of a *Town employee*, member of *Council* or *local board* member, shall be permitted to *acquire* any *surplus assets* to be *disposed* of except by successfully bidding on the same at a public auction and in no case if the duties of that *Town employee*, *Council* member or *local board* member include making decisions regarding the *disposal* of such *surplus assets* or activities relating to the conduct of the auction;
- i) No *Town employee* shall solicit, accept or condone the solicitation or acceptance of any gift, favour or form of entertainment and/or hospitality from any person or corporation having dealings with the *Town* unless in compliance with the *employee* code of conduct policy; and
- j) No *Town employee*, member of *Council* or *local board* or *committee* member may supply *deliverables* as a *vendor* to the *Town*.

5. Exemptions

- a) The open and competitive *procurement process* set out in this *policy* shall not apply to the *acquisition* of those items listed in Schedule “B” - Exemptions to this Policy, or *low value purchases*, or as otherwise listed in this *policy*; and
- b) Despite any other provision of this *policy*, *Council* may authorize any *acquisition* or method of *procurement* where to do so would be in the *best interest* of the *Town*.

6. Roles and Responsibilities

In times of absence, the appointed delegate, when required will execute the responsibilities for each position as described below.

6.1 General Responsibilities

All *employees* of the *Town* are responsible for complying with this *policy* and associated *procurement procedures*.

Employees involved in the *procurement process* must clearly understand their obligations and responsibilities under this *policy* and all applicable *procurement procedures* and should consult with *Procurement Services* in respect to any questions regarding the application or interpretation of this *policy* or the *procurement procedures*.

All *employees* shall acquire *deliverables* within their purchasing authorities as prescribed in Schedule “F” – Purchasing Authorities of this Policy and Schedule “G” – Purchasing Authorities of this Policy – Emergency Acquisition.

All *acquisitions* shall be subject to all applicable *Town* policies and procedures, specific provisions of the Municipal Act, and all other applicable provincial and federal legislation and international treaties.

6.2 Chief Administrative Officer (CAO)

The *CAO* shall be responsible for:

- a) Ensuring compliance with this *policy* and reporting serious or repetitive incidents of non-compliance to *Council*;
- b) Approving *procurement procedures* and protocols, as developed and recommended by the *Manager of Procurement Services*;
- c) Submitting recommendations and reports to *Council*, as required under this *policy*;
- d) Approving all invoices with a value of two hundred and fifty thousand dollars (\$250,000) or greater;
- e) During the time that regular *Council* meetings are suspended, during a period of recess, or for an *emergency*, the *CAO* shall be *authorized* to *award* contracts as a result of a *procurement process* that normally would require *Council* approval, provided that a report is submitted to *Council* afterwards, setting out the details of any *contract awarded* pursuant to this *authority*; and

- f) Approving the delegation of *purchasing authority* limits by *Directors* and the *Director of Corporate Services & Treasurer* to their *employees* in compliance with applicable *Town* policies.

Where it appears that additional funds will be required to complete a project approved in the Budget, and where such funds appear to be available within the budget appropriation for the *Town*, the Department Head or the *Director of Corporate Services & Treasurer* may request that the transfer of the appropriation be made. If, in the opinion of the *Director of Corporate Services & Treasurer* or the *CAO*, the transfer will not conflict with *Council's* Policies then:

- a) The *CAO* may authorize the transfer to a limit of fifteen thousand dollars (\$15,000).

Council must approve any transfers in excess of the above limit.

6.3 Director of Corporate Services & Treasurer

The *Director of Corporate Services & Treasurer* shall be responsible for:

- a) Supervision of *Procurement Services*;
- b) Approving *procurement policies* and *procedures*, as developed and recommended by the *Manager of Procurement Services*; and
- c) Providing support and guidance to the *Manager of Procurement Services* and the *bid review panel*, as required.
- d) Developing, amending and monitoring various financial policies and procedures related to the *Town's P-Card Policy*;
- e) Approving *purchasing authority* of *employees* as per Schedule "F" - Purchasing Authorities of this Policy and Schedule "G" - Purchasing Authorities of this Policy – Emergency Acquisition; and
- f) Approving all invoices with a value of one hundred thousand dollars (\$100,000) or greater.

Where it appears that additional funds will be required to complete a project approved in the Budget, and where such funds appear to be available within the budget appropriation for the *Town*, the Department Head or the *Director of Corporate Services & Treasurer* may request that the transfer of the appropriation be made. If, in the opinion of the *Director of Corporate Services & Treasurer* or the *CAO*, the transfer will not conflict with *Council's* Policies then:

- a) The *Director of Corporate Services & Treasurer* may authorize the transfer to a limit of ten thousand dollars (\$10,000).

6.5 Manager of Finance & Deputy Treasurer

The *Manager of Finance & Deputy Treasurer* shall be responsible for:

- a) Assisting the *Director of Corporate Services & Treasurer* in developing, amending and monitoring various financial policies and procedures related to the *Town's P-Card Policy*;
- b) Providing oversight of the *Town's P-Card Policy*;
- c) Monitoring individual *P-Card* usage and ensuring compliance with the policies and procedures;
- d) Managing *P-Card* updates, changes or the replacement of *P-Cards* in the event of name change, lost, stolen or damaged *P-Cards*;
- e) Suspending, canceling or destroying *P-Cards* due to violation of policy, employee transfer or termination;
- f) Conducting regular compliance audits and generating related reports; and
- g) Informing *Director of Corporate Services & Treasurer* of instances of misuse or fraud.

6.6 Manager of Procurement Services

The *Manager of Procurement Services* shall be responsible for:

- a) Preserving the integrity of the *procurement process*;
- b) Establishing *procurement procedures* consistent with this *policy*;
- c) Ensuring the consistent application of the *procurement policy* and related *procurement procedures* and providing *Procurement Services* in an efficient and diligent manner;
- d) Providing *procurement advice* and related *services*, including developing and maintaining the necessary forms, *contracts*, and *bid call document* templates, for the purposes of fulfilling the *procurement* needs of the *Town*;
- e) *Disposing of personal property*, which has been declared surplus by any *Director* or his or her designate; and
- f) Addressing and, where possible, resolving issues or concerns that arise in respect of a *procurement process* or the application and interpretation of this *policy* and the *Town's procurement procedures* and seeking guidance from the *Director of Corporate Services & Treasurer*, *CAO* or *Town Solicitor*, as required;

6.7 Managers and Directors

The Managers and Directors shall be responsible for:

- a) Requesting and managing the administration of *purchasing authority* limits to *employees* in compliance with this *policy* and all applicable policies;
- b) Ensuring that *acquisitions of deliverables* are made in accordance with the *Town's procurement policy and procedures*;
- c) Monitoring all *contract* expenditures against the *awarded contract* or *purchase order* value and ensure compliance with budgetary limits;
- d) Monitoring the performance of all *contractors* in accordance with the *Town's Contractor Performance Procedure*;
- e) Identifying and addressing non-compliance with this *procurement policy and procedures* within their Departments; and
- f) Notifying *Procurement Services* to obtain guidance with respect to mitigating potential risks to the *Town* arising from the non-compliance upon discovery of instances of non-compliance.

6.8 Supervisors

The *Supervisors* shall be responsible for:

- a) Ensuring that *acquisitions of deliverables* are made in accordance with the *Town's procurement policy and procedures*;
- b) Monitoring all *contract* expenditures against the *awarded contract* or *purchase order* value and ensure compliance with budgetary limits;
- c) Monitoring the performance of all *contractors* in accordance with the *Town's Contractor Performance Procedure*;
- d) Ensuring that all staff under their supervision are fully aware of, and comply with, the *Town's procurement policy and procedures*; and Ensuring that all staff under their supervision are fully aware of, and comply with, the *Town's P-Card policy and procedures*.

6.9 Procurement Services Employees

The Procurement Services Employees shall be responsible for:

- a) Providing support and advice to *Town employees* related to the *procurement policy* and *procedures*;
- b) Identifying continuous improvement opportunities; and
- c) Complying with this *policy* and ensuring that all *procurement procedures* are applied consistently.

7. Vendor Conduct and Conflict of Interest

- 7.1 The *Town* expects its *vendors* to act with integrity and conduct business in an ethical manner.
- 7.2 The *Town* may refuse to do business with any *vendor* that:
- a) Has engaged in illegal or unethical bidding practices;
 - b) Has an actual or potential *conflict of interest*, or
 - c) Fails to acknowledge and adhere to the *Town's supplier code of conduct*.
- 7.3 Illegal or unethical bidding practices include, but are not limited to:
- a) *Bid-rigging*, price-fixing, bribery or collusion or other behaviours or practices prohibited by federal or provincial statutes;
 - b) Attempting to gain favour or advantage by offering gifts or incentives to *Town employees*, members of *Council* or any other representative of the *Town*;
 - c) Lobbying members of *Council* or *employees* or engaging in any prohibited communications during a *procurement process*;
 - d) Submitting inaccurate or misleading information in response to a *procurement opportunity*; or
 - e) Engaging in any other activity that compromises the *Town's* ability to run a fair *procurement process*.
- 7.4 All *vendors* participating in a *procurement process* must declare any perceived, potential or actual *conflicts of interest*.
- 7.5 Where a *vendor*, a *consultant* or an *individual* participates in the development of a *bid call document* or the *specifications*, in whole or part, that *vendor*, *consultant* or *individual* shall not be permitted to submit a *bid* for the subsequent *acquisition* of *deliverables* arising from the resulting *bid call document*.

8. Procurement Process

Any *acquisition(s)* made by a *Town employee* shall be undertaken in accordance with the *procurement processes* described within this *policy*, the *procurement procedures* and any other applicable *Town* policies and procedures.

Acquisitions of information and communications technology, computer equipment or software shall be made with prior consultation with Information Technology Services and in compliance with the appropriate *procurement process* as outlined in this *policy*.

9. Standard Procurement Methods

9.1 Request for Information (RFI)

A *request for information (RFI)* shall be issued for the purpose of compiling available market information and capabilities of various *vendors* in providing *deliverables* to the *Town* in order to make informed *acquisition* decisions and may be followed by a subsequent *request for tender* or *request for proposal*.

The receipt of a *submission* in response to an *RFI* shall not create any *contract* obligations on the part of the *Town*. The *Town* is not required to proceed with any further *procurement process* following an *RFI*.

9.2 Request for Expressions of Interest (REOI)

A *request for expressions of interest (REOI)* shall be issued for the purpose of compiling a list of potential *vendors* who may be interested in providing *deliverables* to the *Town*. An *REOI* is often done in the early stages of the *procurement process* as a means for the *Town* to seek industry input into scoping requirements for a project that is intended to go back out to market at a later date.

The *REOI* is also an opportunity for interested parties to respond with the requested information so that they may be informed about future announcements related to the project, including the competitive selection process. The receipt of a *submission* in response to a *REOI* shall not create any *contract* obligations on the part of the *Town*. The *Town* is not required to proceed with any further *procurement process* following a *REOI*.

9.3 Request for Pre-Qualification (RFPQ)

A *request for pre-qualification (RFPQ)* shall be issued when seeking the *submission* of information, including, but not limited to a potential *vendor's* experience, financial strength, education, background and personnel of firms or corporations who wish to qualify to be able to compete to supply *deliverables* to the *Town*.

An *RFPQ* is typically used as the first stage in a two-stage *procurement process* in order to short-list the most qualified *vendors*. The second stage is either a *request for proposal (RFP)* or a *request for tender (RFT)* for specific *deliverables*. The receipt of a *submission* in response to an *RFPQ* shall not create any contractual obligation on the part of the *Town*. The *Town* is not required to proceed with any further *procurement processes* following an *RFPQ*.

9.4 Low Value Purchase (LVP)

A *low value purchase (LVP)* shall be conducted for the *acquisition* of *deliverables* having an estimated *acquisition value* as stated in Schedule "E" - Thresholds of this Policy (including *non-refundable HST*).

These *acquisitions* must be made utilizing either a *purchase order* or a *purchase card*. This *procurement process* can be conducted by the *requisitioning department*, or if they so desire, with the assistance of *Procurement Services*.

9.5 Quick Bid Request for Quotation (QBRFQ)

An informal quick bid *request for quotation (QBRFQ)* may be issued for the *acquisition of deliverables* having an estimated *acquisition value* as stated in Schedule “E” - Thresholds of this Policy (including *non-refundable HST*) employing a reduced advertising period than a *request for quotation (RFQ)*.

Any irregularities in the *bid* shall be dealt with in accordance with Schedule “C” - Bid Irregularities of this Policy, and in compliance with the *procurement process* stated in this *policy*.

9.6 Request for Quotation (RFQ)

A formal *request for quotation (RFQ)* may be issued for the *acquisition of deliverables* having an estimated *acquisition value* as stated in Schedule “E” - Thresholds of this Policy (including *non-refundable HST*).

Any irregularities in the *bid* shall be dealt with in accordance with Schedule “C” - Bid Irregularities of this Policy, and in compliance with the *procurement process* stated in this *policy*.

9.7 Request for Tender (RFT)

A formal *request for tender (RFT)* shall be conducted for the *acquisition of deliverables* having an estimated *acquisition value* as stated in Schedule “E” - Thresholds of this Policy (including *non-refundable HST*), and where all of the following criteria apply:

- a) Two or more sources are considered capable of supplying the *deliverables*;
- b) The *specifications* for *deliverables* can be adequately defined;
- c) The market conditions are such that *bids* can be submitted on a competitive pricing basis; and
- d) It is intended that the lowest cost *bid* shall be accepted

In the case of a pre-qualified *RFT*, only the selected pre-qualified *vendors* shall be notified.

Any *bid irregularities* shall be dealt with in accordance with Schedule “C” - Bid Irregularities of this Policy, and in compliance with the *procurement process* stated in this *policy*.

9.8 Request for Proposal (RFP)

A formal *request for proposal (RFP)* shall be conducted for the *acquisition of deliverables* having an estimated *acquisition value* as stated in Schedule “E” - Thresholds of this Policy (including *non-refundable HST*), and where price is not the primary evaluation factor. An *RFP bid call document* may provide for *negotiation* of all terms, including price prior to *contract award*. An *RFP* may include the provision for the *negotiation* of best and final offers and may be a single stage or multi stage *RFP*.

The goals of an *RFP* are;

- a) To implement an effective, objective, fair, open, transparent, accountable and efficient *procurement process* for obtaining unique proposals designed to meet broad outcomes to a complex problem or need for which there is no clear or single solution; and
- b) To select the *proposal* that earns the highest total score and meets the requirements specified in the *bid call document*, based on qualitative, technical and pricing considerations.

This *procurement process* can be used for any dollar value, when the requirements cannot be definitely specified. An *RFP* may be conducted for the *procurement of deliverables* when any of the following criteria apply:

- a) The selection of the *contractor* depends more upon the effectiveness of the proposed solution, than the price alone;
- b) It is expected that *negotiation* with one or more *contractors* may be required with respect to any aspect of the *contract*; and
- c) The precise *deliverables*, or the *specifications* are not known or are not definable and it is expected that the *contractor* will further define them.

In the case of a pre-qualified *RFP*, only the selected pre-qualified *contractors* shall be notified.

The evaluation of an *RFP* shall be split between technical and financial scoring in a weighting that is equal to one hundred (100%) percent (e.g. 80% / 20%).

A two-envelope *RFP procurement process* consists of two stages:

In Stage 1, the evaluations of technical qualifications are conducted. This stage may include *vendor* presentations and interviews.

In Stage 2, the evaluations of financial *submissions* are conducted. Financial evaluations shall be conducted on *vendors* that have met or exceeded the minimum point score on the technical evaluations in stage one.

Any *proposal irregularities* shall be dealt with in accordance with Schedule “D” - Proposal Irregularities of this Policy, and in compliance with the *procurement process* stated in this *policy*.

10. Alternative Procurement Methods

10.1 Unsolicited Bid / Proposal

The *Town* shall not consider an *unsolicited bid* or *proposal* and/or communication with respect to a potential *unsolicited bid* or *proposal*.

10.2 Negotiation

The *Manager of Procurement Services* may use *negotiation* as a *procurement process* of *deliverables* or for the sale of *personal property* for any *contract* when any of the following criteria apply:

- a) The *deliverables* are deemed necessary by the *CAO* as a result of an *emergency acquisition* which would not reasonably permit the use of any other prescribed *procurement process*;
- b) Due to abnormal market conditions, the *deliverables* required are in short supply;
- c) Where competition is precluded or severely restricted due to the existence of any patent right, copyright, technical secret or control of raw material;
- d) Where only one *submission* is received and it exceeds the amount budgeted for the *acquisition*;
- e) Where the lowest compliant *bid* exceeds the approved budget of the *deliverables* and it is impractical to re-*bid*;
- f) Where all *submissions* fail to meet the *specifications* or terms and conditions and it is impractical to re-*bid*;
- g) When no *submissions* are received in a *bid* call and time deadlines make it impractical to re-*bid*;
- h) An attempt, or attempts to *acquire* the required *deliverable* has been made in good faith using a competitive *procurement process* which has been unsuccessful in identifying a *contractor* and it is not reasonable or desirable that a further attempt to acquire the *deliverables* using a *procurement process* be made other than *negotiation*;
- i) In response to the *sale* of *personal property* with the highest *bidder*;
- j) If a *negotiated* settlement cannot be reached with the highest evaluated *respondent* to an *RFP*, the *Town* may proceed to *negotiate* with the next highest evaluated *respondent* until a *contractor* is selected;

- k) Where, for security or confidentiality reasons, it is in the *best interest* of the *Town*; or
- l) Where *authorized* by *Council* to do so.

10.3 Emergency Purchases

Notwithstanding the provisions of this *policy*, an *emergency acquisition* shall be made, without issuing a *bid call document*, and may include *negotiation* when the *Mayor* declares, the *CAO*, or the *Director of Corporate Services & Treasurer* determine that an *emergency* situation exists and the immediate *acquisition* of *deliverables* is necessary to prevent or alleviate: (a) a serious delay in service delivery; (b) a threat to the health, safety or welfare of any person; (c) the disruption of essential services; or (d) damage to public property, which includes, but is not limited to, an *emergency* declared under the Emergency Management and Civil Protection Act;

For greater clarity, an *emergency acquisition* does not include a situation that has arisen due to a failure to plan to allow sufficient time for a *competitive procurement process*.

When any of the above criteria are applicable, a *purchase order* shall be issued or *P-Card* shall be used. In the case of an after hour *emergency*, a *purchase order* shall be issued afterwards.

Subsequent to the conclusion of an *emergency* event, the *CAO* shall submit a report to *Council* explaining the actions taken and the reason(s).

10.4 Single Source Acquisition

A *single source procurement process* may be used, subject to the approval of either the *Director of Corporate Services & Treasurer*, or the *CAO*, if the *deliverables* are available from more than one source, but there are valid and sufficient reasons as determined by the *Director of the requisitioning department*, for selecting one *vendor* in particular, including one or more of the following:

- a) An attempt to acquire the required *deliverables* by soliciting competitive *bids* has been made in good faith, but has failed to identify more than one *vendor*;
- b) The *deliverable* is acquired for testing or trial use;
- c) The confidential or security-related nature of the requirement is such that it would not be in the public interest to solicit competitive *bids*;
- d) There is a need for standardization or compatibility with *deliverables* previously *acquired*;
- e) Where necessary to maintain an existing warranty from a previous or existing *vendor*;
- f) Where only one *authorized* dealer/reseller is offering the *deliverables* due to franchise restrictions;

- g) Construction, renovations, repairs, maintenance, etc. in respect of a building *leased* by the *Town* may only be done by the lessor of the building, in accordance with a *lease* agreement;
- h) The *deliverables* are *acquired* under circumstances which are exceptionally advantageous to the *Town*, such as in the case of a bankruptcy or receivership;
- i) It is advantageous to the *Town* to *acquire* the *deliverables* from a *vendor* pursuant to the *procurement process* conducted by another government agency;
- j) It is advantageous to the *Town* to *acquire* the *deliverables* directly from another public body;
- k) Another organization is funding or substantially funding the *acquisition* and has selected the *vendor*, and the terms and conditions of the commitment into which the *Town* shall enter are acceptable to the *Town*;
- l) Where, due to abnormal market conditions, the *deliverables* required are in short supply;
- m) Notwithstanding anything in this *policy*, where an *acquisition* is determined by *Council* to be fair and reasonable and is made from a *non-profit* corporation supported by the *Town*, the *Town* may make such an *acquisition* as a *single source acquisition*; or
- n) Where *goods* are offered for sale to the *Town* by auction or *negotiation*, such an *acquisition* shall be deemed to be a *single source acquisition* and authorization to submit a *bid* or *conduct negotiations* in compliance with Schedule “E” - Thresholds of this Policy (including *non-refundable HST*) where the *acquisition* is determined to be clearly in the *best interest* of the *Town*.

Before the *award* of a *contract* using the above rationale, the *requisitioner* shall perform due diligence by exploring price *negotiation* possibilities with the selected *vendor*.

There must be sufficient justification provided to the *Director of Corporate Services & Treasurer* or *CAO* prior to awarding a *contract* pursuant to the *single source procurement process*.

The *award* of *single source contracts* shall be in compliance with Schedule “E” – Thresholds of this Policy (including *non-refundable HST*).

10.5 Sole Source Acquisition

A *sole source acquisition* may be conducted for the *acquisition* for *deliverables* without the competitive *procurement process*, subject to the approval of either the *Director of Corporate Services & Treasurer* or *CAO* when one or more of the following circumstances apply:

- a) Competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, license, technical secrets or controls of raw material;
- b) One available *vendor's* unique ability or capability to meet the particular requirements of a *bid call document*;
- c) Statutory or market based monopoly; or
- d) The complete *deliverable* is unique to one *vendor* and no alternative or substitute exists.

The *award of sole source contracts* shall be in compliance with Schedule "E" – Thresholds of this Policy (including *non-refundable HST*).

10.6 Price Agreements

A *bid call document* may be issued in accordance with this *policy* in order to establish price agreements for the *acquisition of deliverables* for a specified time.

The *Town* shall have no obligation to any *vendor* to order any *deliverable* under a price agreement, unless otherwise agreed upon, in writing, pursuant to a *contract* between the *Town* and the *vendor*.

10.7 Co-Operative Procurement and Piggyback

The *Town* may participate in *co-operative procurement* with other government agencies or public authorities where it is in the *best interest* of the *Town* to do so.

The *Town* may also *piggyback* on other government agencies or public authorities *contracts* where it is in the *best interest* of the *Town* to do so. The *Town* may also allow other government agencies or public authorities to *piggyback* on *contracts* established by the *Town*.

If the *Town* decides to participate in a *co-operative procurement* or *piggyback contract*, then the *procurement policies* and *procurement procedures* of the government agencies or public authorities calling the *bid* on behalf of the participants are to be the accepted policies and procedures and the *Town* is not required to be named in the initial cooperative *bid call documents*.

Notwithstanding any other provision of this *policy*, an *acquisition* may be made directly from a *vendor* if the *Manager of Procurement Services* determines that a government agency has followed a competitive method for the *acquisition of deliverables* and the following additional conditions exist:

- a) The same *deliverables* shall be made available to the *Town* for the same or better price than the price that the *Town* could secure on its own;
- b) The *acquisition of deliverables* by the *Town* is within the approved budget; and

c) The *vendor* is not suspended or in *litigation* with the *Town*.

The *award* and *contract* execution in relation to an *acquisition* made by another government agency shall be in accordance with the authorities applicable to a *competitive procurement* as set out in this *policy*.

10.8 Non-Binding Request for Proposal

A *non-binding request for proposal (RFP)* may be used where, in the opinion of the *Manager of Procurement Services*, it is in the *best interest* of the *Town*.

It is not the intent of the *Town*, nor the effect of this *non-binding RFP* to initiate or form *contract* relations by the *submission* of a *proposal* by any *contractor* in response to this *RFP*. The *RFP* is merely a call for *proposals* and not a *bid* call intending to place legally binding obligations on the *Town* or any *contractor* to enter into a definite *contract* or to be bound by any of the terms of this *RFP*, unless and until, the *Town* has completed the evaluation, *negotiation* and finalization of a *proposal* satisfactory to both the *Town* and the selected *contractor*.

10.9 Reverse Auctions

The *Manager of Procurement Services* may consider acquiring *deliverables* using *reverse auction* bidding strategies in situations where, in the opinion of the *Manager of Procurement Services*, it is in the *best interest* of the *Town*.

The *reverse auction* may be conducted online, at the discretion of the *Manager of Procurement Services* and this may include a pre-qualification of *bidders*, and the selected short-listed *bidders* would be invited to participate in the *reverse auction*.

10.10 In-House Bids

The *Town* does not currently permit *employees* to compete with external entities for *acquisition* opportunities.

10.11 Consulting and Professional Services

Consulting and professional services shall follow the prescribed *procurement process* based on the estimated *acquisition value* as stated in Schedule "E" - Thresholds of this Policy (including *non-refundable HST*).

11. Local Preference

The *Town* shall endeavour to achieve *best value* in its commercial transactions. Therefore, the *Town* shall not practice local preference in *awarding contracts*. This will allow the *Town* to comply with the Discriminatory Business Practices Act, R.S.O. 1990, and Chapter D12, as amended and all applicable Treaties.

12. Bid Review Panel

If a *submission* contains an *irregularity*, or if there is a challenge to the *procurement process*, the issue shall be referred to the *bid review panel* to determine whether the *submission* complies with the requirements set out in the *bid call document* or to determine the validity of the challenge.

The *Manager of Procurement Services* shall establish a *bid review panel* composed of, at a minimum, the following *employees*:

1. *Manager of Procurement Services* (or designate);
2. An *employee* from the *Requisitioning department* of the *deliverables*; and
3. The *Director of Corporate Services & Treasurer*.

The composition of the *bid review panel* may include other individuals as required depending on the nature of the *deliverables* being *acquired*.

The *bid review panel's* responsibilities include, but are not limited to, reviewing and making recommendations on action to be taken related to;

- a) *Submission irregularities* or other issues pertaining to a *bid* or *proposal*; and/or
- b) *Bid challenges*.

The *bid review panel* shall use Schedule "C" - Bid Irregularities to this Policy, to determine the action that shall be taken if a *bid irregularity* exists, except for *proposal irregularities*, which shall be determined in accordance with Schedule "D" - Proposal Irregularities to this Policy.

If the *bid review panel* does not agree unanimously that the *submission* shall be accepted or rejected, the matter shall be forwarded to the *Town Solicitor* for an opinion on recommended action.

13. Bid / Proposal Irregularities

The *Manager of Procurement Services* shall exercise judgement in determining compliant *submissions* and consult with the *bid review panel* when a *bid irregularity* or *proposal irregularity* occurs.

Schedule “C” - Bid Irregularities to this Policy, and Schedule “D” – Proposal Irregularities to this Policy shall be used to determine the action that shall be taken if a *bid irregularity* or *proposal irregularity* is deemed to exist.

The description on Schedule “C” and Schedule “D” should not be considered an exhaustive list of all possible irregularities for *bids* or *proposals*. The *Manager of Procurement Services*, after consultation with the *bid review panel*, may reject a *submission* based on a *bid* or *proposal irregularity* not listed in the description that is considered a material irregularity.

The *Manager of Procurement Services* shall notify *bidders* whose *bids* or *proposals* are rejected due to an *irregularity* prior to any *bid award*.

14. Bid Debriefing

The purpose of *debriefing* is to explain to unsuccessful *vendors* why their *submission* was not accepted, allowing them to improve their future *submissions* and submit more competitive *bids*. A *debriefing* establishes and maintains the *Town's* reputation as a fair, honest and ethical entity, ensuring that high quality *vendors* are encouraged to make future *submissions*. In addition, *Procurement Services employees* can improve future *bid call documents* by using the comments and suggestions provided by *vendors*.

Following the *award* of a *contract*, a *debriefing* will be provided upon request as long as the request for a *debriefing* is made within fourteen (14) calendar days following the *award* of *contract* being made public on the *Town's* e-procurement website.

Debriefing may be conducted via telephone or in *person*.

A *debriefing* may include the following, as applicable:

1. The name(s) of the *contractor*;
2. The total evaluated price of the *contractor* for a *request for tender*;
3. The total evaluated score of the *contractor* for a *request for proposal*;
4. An outline of the reasons the *vendor's submission* was not successful according to the evaluation criteria and selection methodology; and
5. Scores achieved on all rated criteria with sufficient detail for the *vendor* being *debriefed* to understand why those scores were assigned.

15. Bid Dispute Resolution

In the event any *vendor* involved in a *procurement process* with the *Town* presents a dispute in writing in regards to the *procurement process* made within fourteen (14) calendar days following the *award of contract* being made public on the *Town's* e-procurement website, the following dispute resolution process shall be followed:

- a) The *vendor* identifying the dispute shall be required to state the nature of the dispute in writing, giving full details and history of the events leading to the dispute claim, addressed to the *Manager of Procurement Services*;
- b) The *award* of any *contract* shall not be rescinded nor the progress of any project be delayed by a request for dispute resolution unless recommended by the *CAO* or the *Director of Corporate Services & Treasurer* and the *Manager of Procurement Services*;
- c) Upon receiving the dispute claim, a *bid debriefing* will take place with, at a minimum, the *Manager of Procurement Services*, the *procurement representative* and *requisitioner* and up to two representatives of the *vendor*, and
- d) The *Manager of Procurement Services* shall convene the *bid debriefing* between the parties within fourteen (14) calendar days of the receipt of the dispute claim. The meeting will be structured to assist the *vendor* to both understand the *procurement process* that occurred and to assist in improving their future bids to the *Town*.

16. Tied Bids Received

In the case of a *tied bid* between two *bidders* and where multiple *awards* are not possible, a coin toss as prescribed in the *Procurement Services procurement procedures* manual shall be conducted by the *Manager of Procurement Services*.

In the case of *tied bids* between three or more *bidders* and where multiple *awards* are not possible, the *Town* shall determine the *contractor* by a lottery draw as prescribed in the *Procurement Services procurement procedures* manual.

17. Contingency Management

Contingency means an event or circumstance that gives rise to an increase in a *contract* price and which could not have been reasonably anticipated at the time of *contract award*.

Where the *acquisition* cost of an awarded *contract* that required *Council* approval, through a budget process or otherwise, is expected to exceed the approved amount and approval of additional *contingency* funds are required:

- a) The *Director of Corporate Services & Treasurer* may approve the overage so long as the amount of the cumulative overages for the awarded *contract* is within the *purchasing authority* of the position, is ten percent (10%) or less of the value of the *contract*, and the project remains within the approved project budget;
- b) The *CAO* may approve the overage so long as the amount of the cumulative overages for the awarded *contract* is within the *purchasing authority* of the position, is fifteen percent (15%) or less of the value of the *contract*, and the project remains within the approved project budget; and
- c) *Council* shall consider and may subsequently approve the overage where the cumulative overages for the awarded *contract* is at or exceeds fifteen percent (15%) of the value of the *contract*.

18. Scope Change

Scope change is any change to the *scope* of an awarded *contract* to accommodate a need not originally provided for in the *contract*.

Where *scope change* is beneficial to the Town, and it is for *deliverables* similar in nature to those under *contract*, approval shall be acquired as follows:

- a) The *Director of Corporate Services & Treasurer* may approve the *scope change* so long as the amount of the cumulative change for the awarded *contract* is within the *purchasing authority* of the position, ten percent (10%) or less of the value of the *contract*, and the project remains within the approved project budget;
- b) The *CAO* may approve the overage so long as the amount of the cumulative overages for the *contract* is within the *purchasing authority* of the position, is fifteen percent (15%) or less of the value of the *contract*, and the project remains within the approved project budget; and
- c) *Council* shall consider and may subsequently approve the overage where the cumulative overages for the *contract* is at or exceeds fifteen percent (15%) of the value of the *contract* not to exceed twenty five percent (25%) of the value of the *contract*.

19. Contractor Performance

The *Director* and/or *Manager* of the *requisitioning department* shall be responsible for monitoring the performance of all *contracts* in accordance with the *Town's Contractor Performance Procedure*.

20. Prescribed Council Approval

Despite any other provision of this *policy*, save and except for the circumstances in Section 6 - Roles and Responsibilities, the following *contracts* require *Council* approval, prior to *award*:

- a) Any *contract* requiring approval from the Ontario Municipal Board (Local Planning Appeal Tribunal (LPAT));
- b) Any *contract* prescribed by statute to be made by *Council*;
- c) Any *contract* prescribed by a court order;
- c) Any *award* where *Council* has required final approval to *award*;
- e) Where the *procurement policy* is being suspended;
- f) Where there is no provision in the *Town's* annual budget for the *deliverable* subject to the *contract* or *purchase order*;
- g) Where the *acquisition value* proposed for *acceptance* is higher than the *Council* approved budget and where negotiated attempts to reduce the *acquisition value* within the approved budget were unsuccessful;
- h) Where the *acquisition value* of an awarded *contract* that required *Council* approval, through a budget process or otherwise, is expected to exceed the approved amount by greater than fifteen percent (15%) and approval of additional *contingency* is required and the project remains within the approved project budget;
- i) Where staff recommends a *scope change* for an awarded *contract* where the cumulative overages for the *contract* is at or exceeds fifteen percent (15%) and less than twenty five percent (25%) and the project remains within the approved project budget;
- j) Where there is an unresolved *bid* or *proposal irregularity* or challenge in connection with the *procurement process* and, in the opinion of the CAO, in consultation with the *Town's* Solicitor, the *award* of the *contract* is likely to expose the *Town* to legal, financial or reputational risk.
- k) Where *authority* to approve has not been expressly delegated; and
- l) Any *contract* having an *acquisition value*, requiring *Council* approval in accordance with Schedule "E" - Thresholds of this Policy (including *non-refundable HST*);

21. Surplus Assets

On an annual basis or at such other time as may be prescribed, all *goods* of the *Town*, which have become surplus to its needs and are to be *disposed of*, shall be listed with reasonable particularity and such lists shall be provided to *Procurement Services* for *disposal*.

The *Manager of Procurement Services* shall then have the *authority* to transfer such *surplus assets* from one department to another department and shall have the *authority* to sell, or *dispose of* such *surplus assets* or to exchange or trade the same for replacement assets.

Surplus assets not required by any *Town Department* shall be *disposed of* by means of public auction or advertised for public tender and sold to the bidder submitting the highest priced bid. Alternatively, at the discretion of the *Manager of Procurement Services*, where the estimated value is one hundred dollars (\$100.00), *surplus assets* may be donated for a registered charitable or benevolent purpose to a community organization.

Vehicle *disposal* is an important element of the *Town's* fleet asset life cycle. To maximize return on investment, the *Manager of Procurement Services* shall coordinate fleet *disposals* in consultation with the *Town's* Fleet Supervisor.

22. Procurement Documents and Records Retention

A copy of all *contracts* executed pursuant to this *procurement policy* shall be delivered to *Procurement Services* for, at a minimum, electronic storage in their selected e-procurement system.

All *procurement* documents, as well as any other pertinent information for reporting and auditing purposes must be retained in a recoverable form in accordance with the Town's records retention policy.

23. By-Law Review

This *policy* shall be reviewed and evaluated for effectiveness at least every five (5) years from the date of its enactment. A review may be conducted at any time if the *Manager of Procurement Services* deems it necessary.

24. Amendments

This *policy* may be amended from time to time upon the approval of the *CAO* or the *Director of Corporate Services & Treasurer* in order to add, delete or modify matters listed that are administrative in nature.

25. Severability

Should any section or sections of this *policy* or parts thereof be found by an adjudicator of competent jurisdiction to be invalid or beyond the power of *Council* to enact, such Section, Sections, or parts thereof shall be deemed to be severable and all other Sections or parts of the *policy* shall be deemed to be separate and independent there from and shall continue in full force and effect.

26. Short Form Title

The short form of this document shall be "*Procurement Policy*".

Schedule “A” – Definitions of this Policy

In this *policy*:

"*Acquisition*" or "*Procurement*" includes a purchase, rental, *lease* or conditional sale of *deliverables*, but does not include:

- (a) Any form of assistance such as grants, loans, equity infusion, guarantees or fiscal incentives;
- (b) Provision of *deliverables* to *persons* or other government organizations;
- (c) A revenue generating arrangement; or
- (d) Acquisition of *real property*;

"*Acquisition Value*" means the total financial commitment resulting from a *procurement process*, including all expenses related to fully executing all available renewals and *contract extension* options available in the *contract* in Canadian currency, exclusive of taxes;

"*Addendum*" means a document or information attached or added to clarify, modify, or support the information in the original *bid call document* and may also include "*addenda*";

"*Asset*" means tangible or intangible property, other than *real property*, movable property subject to ownership, with exchange value;

"*Authority*" or "*Authorized*" means the legal right to conduct the tasks outlined in this *policy* as directed by *Council* and delegated through the office of the *CAO* to the *Directors* and subsequently to the *Manager of Procurement Services*. *Authorized acquisitions* are those that have prior approval of *Council* either through resolution or through the Departmental budget;

"*Award*" or "*Acceptance*" means the notification to a *bidder* of *acceptance* of a *bid*, which brings a *contract* into existence;

"*Best Interest*" means the discretion the *Town* has to take the most advantageous action on behalf of the *Town*;

"*Best Value*" means that an *acquisition* represents the optimal balance of high quality and financial terms; and might not be lowest cost;

"*Bid*" or "*Bids*" means an offer or *submission* received in response to a call for *bids*, and includes a *proposal*;

"*Bidder*" means any legal entity that submits a *bid* in response to a call for *bids*, and may include "*proponent*" or "*respondent*";

“Bid Bond” means a bond given to the *Town* to guarantee entry into a *contract*. This bond is given to indemnify the *Town* against increased costs if the *bidder* does not carry out the specified undertaking to enter into a *contract*.

“Bid Call Document” means the *Town’s bid* document which may be in the form of *request for quotation (RFQ)* (including *quick bid*), *request for proposal (RFP)*, *request for tender (RFT)*, or other *RFx bid* documents;

“Bid Dispute Resolution” means a provision in the *procurement procedures* which outlines procedures to ensure that a protest to a *bid* is handled in an ethical, fair, reasonable and timely fashion;

“Bid Irregularity” means a deviation between the requirements (terms, conditions, *specifications*, special instructions) of a *bid* call and the information provided in a *submission*. Schedule “C” - Bid Irregularities of this Policy establishes the action that shall be taken;

“Bid Review Panel” means employees of the *Town*, appointed pursuant to this *policy* to review *bid irregularities*, *proposal irregularities* or other issues pertaining to a *Bid* including, a *bid protest*, in accordance with the *Town’s procurement policies* and *procedures* and may include *Town solicitor*;

“Blackout Period” means the period of time from when the *bid call document* is issued and when the *contract* is *awarded* by the *Town* to the selected *vendor* during which time the *vendor* shall communicate exclusively with the *Procurement Representative*;

“Chief Administrative Officer (CAO)” means the individual occupying the office of *Chief Administrative Officer* of The Corporation of the *Town* of Georgina, also referred to herein as *CAO*, or such successor office as the case may be;

“Clerk” means the *individual* occupying the office of the *Clerk* for The Corporation of the *Town* of Georgina, or such successor office as the case may be;

“Committee” means a body of one or more individuals that can be comprised of members of *Council* and residents of the *Town*. Each *committee* has a different functional specialization and their type of work differs depending on the subject;

“Competitive Procurement” means a *procurement process* followed in order to provide an equal opportunity to multiple *vendors*, whether by invitation or by advertisement to the public, to *bid* on a *contract* as set out in a *bid call document*;

“Conflict of Interest” means a real or seeming incompatibility between one’s private interests and one’s public or fiduciary duties in which a *person* is in a position to derive personal benefit from actions or decisions made in their official capacity;

“Construction” means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site

preparation, excavation, drilling, soil investigation, seismic investigation, the supply of products and materials and the supply of equipment and machinery if they are included in and incidental to the *construction*, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional services related to the *construction contract* unless they are included in the *procurement*;

"*Consultant*" means an entity, an *individual*, a partnership or a corporation that possesses unique qualifications that allow them to perform specialized *consulting and professional services* as advisors usually for a fee to the *Town* and includes a "*contractor*", "*supplier*", and "*vendor*";

"*Consulting and Professional Services*" means those services requiring the skills of a professional for a specialized *service*. This includes but is not limited to the *services* of architects, engineers, designers, surveyors, planners, accountants, auditors, management professionals, marketing professionals, software and information technology experts, financial consultants, lawyers, law firms, real estate agents and brokers, environmental planners and engineers, hydrogeologists, transportation planners and engineers, communications consultants and any other *consulting and professional services* which may be required by the *Town*;

"*Contingency*" means an event or circumstance that gives rise to an increase in a *contract* price and which could not have been reasonably anticipated at the time of *contract award*;

"*Contract*" means any form of voluntary binding agreement (including a *purchase order*) between two or more competent parties, arising from an offer and *acceptance*, creating an obligation to perform a service, provide a product or commit an act in return for financial consideration;

"*Contractor*" means the selected *bidder* that has a *contract* with the *Town* to perform the *deliverables* described in a *bid call document*. For clarity, for this *policy* only, "*contractor*" includes "*consultant*", "*supplier*" and "*vendor*".

"*Co-operative Procurement*" means; a) the action taken when two or more entities combine their requirements to obtain advantages of volume *acquisitions* including administrative savings and other benefits; or b) a variety of arrangements whereby two or more public *procurement* entities purchase from the same *vendor(s)* using a single *bid call document*. *Co-operative procurement* efforts may result in a *contract* that other entities may *piggyback* onto these *contracts*;

"*Council*" means the elected *Council* of The Corporation of the *Town* of Georgina;

"*Debriefing*" means a practice used primarily during the *request for proposal* process, whereby the *Town's Procurement Services* representative will meet in *person* or by telephone with those parties requesting a *debriefing*, whose *submissions* were not deemed appropriate for *award*. It is viewed as a learning process for *respondents* who may gain a better understanding regarding perceived deficiencies contained within their *submission*.

“Deliverables” means goods, services and construction;

“Deputy Chief Administrative Officer (CAO)” means the individual occupying the office of Deputy Chief Administrative Officer of The Corporation of the Town of Georgina, also referred to herein as Deputy CAO, or such successor office as the case may be;

“Director” means the individual occupying the office of a Director for The Corporation of the Town of Georgina, or such successor office as the case may be;

“Director of Corporate Services & Treasurer” means the individual occupying the office of the Director of Corporate Services & Treasurer for The Corporation of the Town of Georgina, or such successor office as the case may be;

“Dispose” means the sale, exchange, destruction, trade, transfer or gift of goods owned by the Town which are surplus to its needs and “disposal” and “disposed” shall have similar meanings;

“Electronic Bidding” means a method of issuing bid call documents and/or receiving bids where the process of issuing and/or receiving bids by internet is considered appropriate;

“Emergency” means an event or circumstance where the immediate acquisition of deliverables is necessary to prevent or alleviate: (a) a serious delay in service delivery; (b) a threat to the health, safety or welfare of any person; (c) the disruption of essential services; or (d) damage to public property, and includes, but is not limited to, an emergency declared under the Emergency Management and Civil Protection Act;

“Employee” means an individual who works part-time or full-time under a contract of employment, whether oral or written, express or implied for The Corporation of the Town of Georgina and has recognized rights and duties;

“Employee Code of Conduct” means the Town's Employee Code of Conduct, as amended;

“Goods” means anything acquired other than services or real property;

“Individual” means a natural person;

“Lease” means a financial arrangement whereby equipment or municipal capital facilities are provided to the Town by a third party in exchange for a series of payments;

“Litigation” means any formal dispute between the Town and any other party, including third party and cross claims, where a legal proceeding has been commenced for an injunction, a mandatory order, a declaration, or the recovery of money, or an arbitration proceeding;

"*Local Board*" means a municipal service board, transportation commission, board of health, police services board, planning board, or any other board, commission, committee, body or local authority established or exercising any power under any act with respect to the affairs or purposes of one or more municipalities, excluding a school board, library board or a conservation authority;

"*Low Value Purchase*" (*LVP*) means the *acquisition of deliverables* having an estimated *acquisition value* as stated in Schedule "E" - Thresholds of this Policy (including *non-refundable HST*);

"*Manager of Finance & Deputy Treasurer*" means the individual occupying the office of the *Manager of Finance & Deputy Treasurer* of The Corporation of the *Town* of Georgina, or such successor office as the case may be;

"*Manager of Procurement Services*" means an *employee* responsible for the *Town's* centralized *procurement process* and is hereby *authorized* to act as an agent in all such matters pertaining thereto; and occupies the office of *Manager of Procurement Services* for The Corporation of the *Town* of Georgina, or such successor office as the case may be;

"*Mayor*" means the member of *Council* holding the office of *Mayor* for the *Town*;

"*Negotiation*" means a bargaining process between two or more parties seeking to reach a mutually satisfactory agreement on, or settlement of, a matter of common concern. It can be used as part of a *procurement process*;

"*No Cost Procurement*" means an *acquisition* by the *Town* does not bear any cost (expense or capital expenditure). This usually is a result of a cost pass-through from a third party for a particular project;

"*Non-Competitive Procurement*" means an *acquisition* made directly from one *vendor*, and may include a situation where *negotiations* take place with more than one *vendor* prior to the *acquisition*, but does not include a situation where *negotiations* have been specifically permitted and provided for and take place pursuant to the terms set out in a request issued pursuant to a *Competitive procurement*;

"*Non-Profit Organization*" means any corporation incorporated as a not-for-profit corporation under the Canada Not-for-profit Corporations Act, the Ontario Corporations Act, or any successor legislation;

"*Non-Refundable HST*" means the percentage of the Harmonized Sales Tax (HST) that the *Town* is required to pay on the *acquisition of deliverables*.

"*P-Card*" means *purchase card*;

"*P-Card Policy*" means the *policy* governing the administration of the *P-Card* program;

"*Person*" means and includes any natural *person*, corporation, company, limited liability company, trust, joint venture, association, incorporated organization, partnership, governmental authority or other entity, and shall be construed to include such *person's* successors and permitted assigns;

"*Personal Property*" means tangible or intangible property, other than *real property*, movable property subject to ownership, with exchange value;

"*Piggyback*" means a form of intergovernmental *co-operative procurement* process in which the *Town* shall be extended the pricing and terms of a *contract* established by another entity. Generally, one entity will competitively *award* a *contract* that will include language allowing other entities to utilize the *contract*, which may be to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own. The *Town* may participate with other government agencies or public authorities in a *co-operative procurement process* where it is in their *best interest* to do so. The *Town* shall have a *piggyback* clause in most *bid call documents*, which permits the *Town* to extend the pricing, terms and conditions of a *contract* to other government entities, upon approval of the *contractor*;

"*Policy*" means this *policy*, as amended;

"*Price Agreement*" means a *contract* between the *Town* and a *vendor* resulting from a *bid call document*, under which the *vendor* agrees to provide *deliverables* as and when needed by the *Town*, at a pre-determined price, for a pre-determined period of time, upon pre-determined terms and conditions;

"*Procurement*" means the process of acquiring *deliverables* from an external source, often using a defined method. The most appropriate method is used to ensure the *Town* receives *deliverables* at the best total *acquisition value*;

"*Procurement Procedures*" means the procedures developed by the *Manager of Procurement Services* for the implementation of this *policy*;

"*Procurement Process*" means the method by which an *acquisition* is made, including *competitive* and *non-competitive procurement*;

"*Procurement Representative*" means the *representative* from *Procurement Services* that facilitates the *procurement process* as specified in the *bid* document and in collaboration with the *requisitioning department*;

"*Procurement Services*" means the *employees* responsible for the centralized *acquisition* of *deliverables* and the *disposal* of *personal property* for the *Town*;

"*Proponent*" means the legal entity that submits a *bid* in response to a *bid call document* and may include *bidder* or *respondent*;

"*Proposal*" means a *submission* received in response to a *request for proposal (RFP)*.

"Proposal Irregularity" means a deviation between the requirements (terms, conditions, specifications, special instructions) of a *bid call document* and the information provided in a *proposal submission*. Schedule "D" - Proposal Irregularities of this Policy establishes the action that shall be taken;

"Purchase" means the *acquisition* of *deliverables* by *purchase*, rental, lease or trade;

"Purchase Card" means a payment method whereby *employees* of the *Town* are empowered to deal directly with *vendors* for *low value acquisitions*, using a credit card issued by a bank or major credit card provider. Generally, a pre-established credit limit is established for each card issued. The card may facilitate on-line ordering from pre-approved *vendors* under *contract*,

"Purchase Order" means the document issued by the *Town* to a *contractor* that sets out, or references other *contract* documents that set out, the terms and conditions applicable to the supply of *deliverables* by a *contractor*, including, at minimum, the *acquisition value*. It is also *authorizes* the *contractor* to ship and charge for the *deliverables* specified on the order;

"Purchasing Authority" means the *authority* assigned to a *Town employee* to incur expenditures, including advance and progress payments on behalf of the *Town*;

"Quick Bid" (QB) means a *bid call document* used to solicit *bids* for the acquisition of deliverables of low dollar value, estimated to be up to the amount stated in Schedule "E" - Thresholds of this Policy (including *non-refundable HST*), from one or more *vendors*. It is a request to *vendors*, which is evaluated with the objective of accepting the lowest-priced *quotation*;

"Quotation" means an offer received in response to a *request for quotation*;

"Real Property" means land, land and buildings, things growing upon or affixed thereto, improvements to such land, and all rights and interests therein;

"Request for Expressions of Interest" (ROEI) means a document that is used to determine the interest of the market place to provide *deliverables* that the *Town* is contemplating acquiring;

"Request for Information" (RFI) means a non-binding written request used for the purpose of compiling the available market information and capabilities of various *vendors* in providing *deliverables* to the *Town* in order to make informed *acquisition* decisions and may be followed by a subsequent *request for tender* or *request for proposal*.

"Request for Pre-Qualifications" (RFPQ) means a request for the submission of information from potential *bidders*, including the experience, financial strength, education, background and personnel of firms or corporations who want to qualify to be able to compete to *deliverables* to the *Town*. An RFPQ is typically used as the first stage in a two-stage *procurement process* in order to short-list the most qualified *vendors*;

"Request for Proposal" (RFP) means a *bid call document* issued to obtain *proposals* where a need is identified, but how it will be achieved is unknown at the outset, which allows *respondents* to propose solutions or methods to arrive at the desired result, and which may allow for consecutive or concurrent *negotiations* to be conducted with *respondents* on any of the *contract* terms including, but not limited to, the *specifications* and/or prices pursuant to a *procurement process* that is detailed in the *request for proposal*;

"Request for Quotation" (RFQ) means a written *bid call document* that is issued either by invitation or through an advertisement to *vendors* for the purpose of selecting one or more *vendor(s)* to provide *deliverables* and may include *quick bid request for quotation (QBRFQ)*;

"Request for Roster Candidates" (RFRC) means a document that is issued and used to gather information on *vendors* capabilities, qualifications and pricing for the purpose of creating a list of *vendors* that may be called upon during a specified period of time using a rotation or other equitable work distribution method to provide a category of *deliverables* on defined terms and conditions;

"Request for Tender" (RFT) means a *bid call document* issued seeking *submissions* to obtain *deliverables* whenever the requirements can be precisely defined and the expectation is that the lowest *bid* meeting the requirements specified in the *bid call document*, would be accepted, subject to any other provisions of the *contract* documents and this *policy*;

"Requisitioner" means the member of the *requisitioning department* that has been assigned the responsibility for the *acquisition* of *deliverables* and the management of the resulting *contract* with a *contractor* by the *Director* of that *requisitioning department*;

"Requisitioning Department" means the department that has budget responsibility for the *acquisition*, except in the case of an *acquisition* of information technology, in which case the *requisitioning department* also includes the department that will be the main user of the technology;

"RFx" means a written *bid call document* that is issued to *vendors*, whether or not it is publicly advertised, that is intended to result in the *award* of a *contract* to a *contractor(s)* for *deliverables*, and includes a *request for tenders, quotations, proposals, qualifications for roster candidates* and excludes a *request for information and expressions of interest*;

"Respondent" means the legal entity that submits a *bid* in response to a *bid call*, and may include *bidder* or *proponent*;

"Reverse Auction" means an online auction in which *bidders bid* against each other to win the *Town's* business. Typically used to acquire commodities from multiple pre-qualified *bidders*. Also referred to as e-auction;

"*Roster Supplier*" means a *vendor* whose *submission*, as reviewed and evaluated by *Procurement Services* in conjunction with the *requisitioning department*, has met the minimum set standards for technical qualifications and professional competence, and has the necessary equipment, facilities and experience for the provision of a specified category of *deliverables* which it will provide based on pricing and terms and conditions established in the *request for roster candidates*;

"*Sale*" means the act of selling *Town's personal property* that is no longer needed by the *Town* and is designated for *disposal* outside the Organization;

"*Scope*" means the full extent of the *deliverables* to be provided by a *contractor*, as set out in the *contract*, including the term of the *contract*;

"*Scope Change*" means any change to the *scope* of a *contract* to accommodate a need not originally provided for in the *contract* and which may include the *acquisition* of additional *deliverables* or the extension of the term of the *contract* and which may require an adjustment to the *contract price*;

"*Services*" includes all *consulting and professional services*, all *services* in relation to *real property* or *personal property* including without limiting the foregoing the delivery, installation, construction, maintenance, repair, restoration, demolition or removal of *personal property* and *real property* and all other services of any nature and kind save and except only *services* to be delivered by an *employee* of the *Town*;

"*Single Source Acquisition*" means a *non-competitive procurement process* that is not a *low value purchase* from a specific *vendor* even though there may be more than one *vendor* capable of providing the same *deliverables* but the *acquisition* is directed to one source because of standardization, warranty, or other such factors;

"*Sole Source Acquisition*" means a *non-competitive procurement process* that is not a *low value purchase* where a situation created due to the inability to obtain competition. This may be because of one available *vendor* possessing the unique ability or capability to meet the particular requirements of the *bid call document*;

"*Specifications*" means the precise requirements or characteristics of the *deliverables* to be *acquired*;

"*Submission*" means a response received from a *bidder* to *bid call* or other form of request for *deliverables*;

"*Supervisor*" means a *Town employee* in a first-line management position who monitors and regulates *employees* in their performance of assigned or delegated tasks;

"*Supplier*" means an entity, an *individual*, a partnership or a corporation that is capable of providing desired *deliverables* to the *Town* and including but not limited to a "*consultant*", "*contractor*" and "*vendor*";

“*Supplier Code of Conduct*” means the *Town’s supplier code of conduct* that outlines clear expectations for all “*consultants*”, “*contractors*”, “*suppliers*” and “*vendors*” related to their conditions of employment, workplace environment and business ethics.

“*Surety*” means a pledge or guarantee by an insurance company or Canadian chartered bank, *authorized* by law to do business in the province of Ontario and acceptable to the *Town* on behalf of the *contractor* which protects against default or failure of the *contractor* to satisfy the contractual obligations;

“*Surplus Asset*” means a *Town asset* that has served its useful life and is no longer required for the purpose for which it was originally obtained;

“*Staff*” means a *Town employee* that does not hold a position of *supervisor* or higher;

“*Term Contract*” means a *price agreement* in which a source of supply is established for a specified period of time for specified *deliverables*, usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price;

“*Tender*” means a written detailed offer from a *vendor*, received in response to a *request for tender*, to supply of *deliverables* where there are clearly defined criteria or *specifications*;

“*Tied Bid*” means two or more *bids* from *bidders* that are equal in all respects after evaluation, including price for *deliverables* and *sale of personal property*;

“*Total Cost*” means *acquisition value*;

“*Town*” means The Corporation of the *Town* of Georgina and its *local boards* (except library) and *committees*;

“*Unsolicited Bid / Proposal*” means a *bid* or *proposal* received by the *Town* from a *vendor(s)* who has approached the *Town* with a *bid* or *proposal* in response to a perceived need that was not requested through a standard *procurement process*;

“*Vendor*” means an entity, an *individual*, a partnership or a corporation that is capable of providing desired *deliverables* to the *Town* including but not limited to a “*consultant*” “*contractor*” and “*supplier*”; and

“*Working Day*” means Monday through Friday, excluding any recognized statutory holiday, public holiday or civic holiday.

“*WSIB*” means Workplace Safety and Insurance Board.

To establish the definition of any other *procurement* terms not herein included, reference may be made to the latest edition of the Institute for Public Procurement (NIGP) Public Procurement Dictionary of Terms and/or, the Government of Canada Supply Manual Glossary.

Schedule “B” – Exemptions to this *Policy*

This *policy* does not apply to the *acquisition* of the following *deliverables*, subject to such expenditures being approved by the appropriate *staff* and being within the annual approved budget:

1. *Deliverables* where a statutory monopoly controls the supply;
2. *Acquisition* or *disposal* of any *real property* or to any *lease*, right or permission relating to the use or occupation of *real property*;
3. Work performed on property under the provisions of a *lease* of *real property*, warranty or guarantee held in respect of the property or the original work and is provided for under the terms of such *lease*, including tenant improvements, equipment and fixtures, the terms of the *lease* shall govern to the extent of any conflict with this *policy*;
4. *Deliverables* acquired on a commodity market;
5. The following *deliverables*, including but not limited to training and education:
 - Conferences, conventions, courses, workshops and seminars
 - Newspapers, magazines, books, subscriptions and periodicals
 - Memberships in professional and vocational associations
 - Facilitators and program hosts
 - Computer software for educational purposes (online or otherwise)
6. *Services* provided by the following licenced professionals:
 - Veterinary Medical & Laboratories
 - Fees from licenced health care practitioners and related services
7. *Deliverables* related to cultural or artistic fields, such as:
 - Events supporting local *non-profit organization*
 - Entertainment providers, Entertainers/Artists for theatre or special events
 - Original works of art
 - A *contract* to be *awarded* to the winner of a design contest
8. The following special *services*:
 - Social *services*
 - Honorariums
 - Per Diems
 - Committee Fees
 - Expert witnesses
 - Arbitrators
 - Appraisers

- Talent Acquisition Firms
- Municipal Tax Equity (MTE) as approved in annual budgets
- Utility relocates by Public Utility

9. *Town's* General Expense, such as:

- Refundable employee expenses (advances, accommodations, meal allowances, travel, miscellaneous)
- Payroll deduction remittances
- Workers Safety Insurance Board payments
- Health benefits
- Tax remittances
- Debenture payments
- Sinking fund payments
- Insurance premiums
- Damage claims
- Legal settlements
- Arbitration awards
- Petty cash replenishment
- Charges to and from other government bodies
- *Council* approved grants, donations or sponsorships programs which may include asset naming rights
- Refunds (such as property tax refunds, building permit refunds and refunds for cancelled services, programs or events)
- Licensing fees (regular license fees for vehicles, firearms, elevators, communications, software, etc.) required to maintain existing products and systems originally obtained in accordance with the *policy*
- Utility bills (such as water and sewer, hydro, natural gas, telecommunications, internet and cable television)

10. *Deliverables* where one hundred percent (100%) of the total cost is being paid or reimbursed by a third party.

Schedule “C” - Bid Irregularities (Applicable to Hard Copy Bidding Only)

For the purposes of this *policy*, the following actions shall be taken regarding *bid irregularities*, as defined in this *policy*, excluding *proposal irregularities*.

ITEM #	DESCRIPTION	ACTION
1.	Late <i>submission</i>	Automatic rejection.
2.	<i>Submission</i> provided on other than the <i>bid</i> form	Automatic rejection.
3.	<i>Submission</i> completed and/or signed in an erasable medium	Automatic rejection.
4.	<i>Submission</i> not legible	Automatic rejection, unless in the opinion of the <i>bid review panel</i> , the illegibility is not pricing and is considered to be immaterial to the <i>Town</i> which may upon request by the <i>Town</i> , be remedied by the <i>respondent</i> within five (5) <i>working days</i> or the <i>submission</i> shall be rejected.
5.	<i>Submission</i> not signed	Upon request of the <i>Town</i> , <i>respondent</i> shall remedy the <i>bid irregularity</i> within two (2) <i>working days</i> or the <i>submission</i> shall be rejected.
6.	Incomplete <i>submission</i>	Automatic rejection, unless: (i) it is stated in the <i>bid call document</i> that partial <i>submissions</i> are acceptable, and the <i>submission</i> is complete in respect of the portion of the scope of work or <i>deliverable(s)</i> <i>bid</i> upon; or (ii) In the opinion of the <i>bid review panel</i> , the omission is administrative in nature and is upon request by the <i>Town</i> , remedied by the <i>respondent</i> , within two (2) <i>working days</i> or the <i>submission</i> shall be rejected. Incomplete pricing shall not be considered administrative in nature and the <i>submission</i> shall be rejected, with the exception of those <i>bid irregularities</i> stated in accordance with paragraphs 14 and 15 below.

Schedule “C” - Bid Irregularities (Applicable to Hard Copy Bidding Only) Cont’d

For the purposes of this *policy*, the following actions shall be taken regarding *bid irregularities*, as defined in this *policy*, excluding *proposal irregularities*.

ITEM #	DESCRIPTION	ACTION
7.	All addendum(s) not acknowledged in the <i>submission</i>	Automatic rejection, unless: (i) the relevant addendum issued is solely for the purpose of revising a closing date and/or time and the <i>submission</i> is received in accordance with the revised closing date and/or time; or (ii) In the opinion of the <i>bid review panel</i> , the omission is administrative in nature and is, upon request by the <i>Town</i> , remedied by the <i>respondent</i> , within two (2) <i>working days</i> or the <i>submission</i> shall be rejected.
8.	<i>Submission</i> by a <i>respondent</i> who is in unresolved litigation with the <i>Town</i>	Automatic rejection.
9.	Alterations, additions, deletions or qualifying statements (referred to as a “variation”) made to or provided with the <i>bid</i> form	Automatic rejection, unless in the opinion of the <i>bid review panel</i> , such variation is considered to be immaterial to the <i>Town</i> .
10.	Mathematical errors which are not consistent with the unit price; mathematical errors such as tax calculation errors	Upon request of the <i>Town</i> , <i>respondent</i> shall accept and initial corrections made by the <i>Town</i> within two (2) <i>working days</i> or the <i>submission</i> shall be rejected.
11.	Unit price in the Schedule of Prices which has been changed but not initialed and the unit price extension is consistent with the unit price as amended	Upon request of the <i>Town</i> , <i>respondent</i> shall initial within two (2) <i>working days</i> or the <i>submission</i> shall be rejected.
12.	Unit price in the Schedule of Prices which has been changed but not initialed and the Unit price extension is not consistent with the Unit price as amended	Automatic rejection.

Schedule “C” - Bid Irregularities (Applicable to Hard Copy Bidding Only) Cont’d

For the purposes of this *policy*, the following actions shall be taken regarding *bid irregularities*, as defined in this *policy*, excluding *proposal irregularities*.

ITEM #	DESCRIPTION	ACTION
13.	If a unit price has been given but the corresponding extended total has been omitted	The extended total will be calculated from the unit price and the estimated quantity by the <i>Town</i> . The <i>respondent</i> shall be given two (2) <i>working days</i> to accept and initial corrections made by the <i>Town</i> .
14.	If an extended total has been given but the corresponding unit price has been omitted	The unit price will be calculated from the extended total and the estimated quantity by the <i>Town</i> . The <i>respondent</i> shall be given two (2) <i>working days</i> to accept and initial corrections made by the <i>Town</i> .
15.	Where there is a calculation error in the addition of individual lump sum prices into a subtotal price	The <i>Town</i> may make the appropriate mathematical correction to the subtotal price and/or subtotal <i>contract</i> price, as the case may be, so that the calculation is correct. The <i>respondent</i> shall be given two (2) <i>working days</i> to accept and initial corrections made by the <i>Town</i> .
16.	Failure to provide <i>bid bond</i>	Automatic rejection.
17.	Insufficient <i>bid</i> security	Automatic rejection, unless in the opinion of <i>bid review panel</i> , the insufficiency in the <i>bid</i> deposit is trivial or insignificant. Upon request by the <i>Town</i> , five (5) <i>working days</i> shall be given to the <i>respondent</i> to remedy.
18.	<i>Respondent</i> did not submit an undertaking to provide a bond	Automatic rejection
19.	<i>Respondent</i> did not attend a mandatory site meeting	Automatic rejection
20.	Other <i>bid irregularities</i>	Referred to the <i>bid review panel</i> for review, consideration, and determination. Upon Request of the <i>Town</i> , the <i>respondent</i> may be given five (5) <i>working days</i> to correct such <i>bid irregularity</i>

All *bid irregularities* (except late *bids* that were automatically rejected) shall be forwarded to the *bid review panel* for review, consideration, and determination in accordance with Section 12 – Bid Review Panel of this *policy*.

Where, at the request of the *Town*, a *respondent* has been given a period of time to correct a *bid irregularity*, should the *respondent* fail to make the correction within that time period, then the *respondent* shall be deemed to be in default and;

- the *bid* shall be rejected and the *respondent's bid* deposit (where applicable) shall be forfeited, retained and applied for use by the *Town* unless the rejected *bid* is not the lowest; and
- at the discretion of the *bid review panel*, the *respondent* may be suspended for a period of time, in accordance with the *Town's Contractor Performance Procedure*.

Schedule “C” – Bid Irregularities (Applicable to Electronic Bidding Only)

For the purposes of this *policy*, the following actions shall be taken regarding *bid irregularities* (as defined in this *policy*, excluding *proposal irregularities*).

ITEM	DESCRIPTION	ACTION
1.	<i>Submission</i> received by a <i>respondent</i> who is in unresolved <i>litigation</i> with the <i>Town</i> .	Automatic rejection.
2.	The <i>Town</i> is unable to verify digital <i>bond(s)</i> .	Upon request by the <i>Town</i> , the <i>respondent</i> shall be given five (5) <i>working days</i> to either; remedy the verification to the <i>Town's</i> satisfaction or the <i>submission</i> shall be rejected.
3.	<i>Respondent</i> did not attend the mandatory site meeting.	Automatic rejection.
4.	Other <i>bid irregularities</i> .	Referred to the <i>bid review panel</i> for review, consideration, and determination. Upon request of the <i>Town</i> , the <i>respondent</i> may be given five (5) <i>working days</i> to correct such <i>bid irregularity</i> .

All *bid irregularities* (except late *submissions* that were automatically rejected) shall be forwarded to the *bid review panel* for review, consideration, and determination in accordance with the *Bid Review Panel* section of this *policy*.

Where, at the request of the *Town*, a *respondent* has been given a period of time to correct a *bid irregularity*, should the *respondent* fail to make the correction within that time period, then the *respondent* shall be deemed to be in default and:

- the *submission* shall be rejected and the *respondent's bid* deposit (where applicable) shall be forfeited, retained and applied for use by the *Town* unless the rejected *bid* is not the lowest; and
- At the *discretion* of the *bid review panel*, the *respondent* may be suspended for a period of time, in accordance with the *Town's Contractor Performance Procedure*.

Schedule “D” Proposal Irregularities (Applicable to Hard Copy Bidding Only)

For the purposes of this *policy*, the following actions shall be taken regarding *proposal irregularities* (as defined in this policy, excluding *bid irregularities*).

ITEM	DESCRIPTION	ACTION
1.	Late <i>submission</i>	Automatic rejection.
2.	<i>Submission</i> completed and/or signed in an erasable medium	Automatic rejection.
3.	<i>Submission</i> not legible	Automatic rejection, unless in the opinion of the <i>bid review panel</i> , the illegibility is not pricing and is considered to be immaterial to the <i>Town</i> which may upon request by the <i>Town</i> , be remedied by the <i>Respondent</i> , within five (5) <i>working days</i> or the <i>submission</i> shall be rejected.
4.	<i>Submission</i> not signed	Upon request of the <i>Town</i> , <i>respondent</i> shall remedy the <i>proposal irregularity</i> within two (2) <i>working days</i> or the <i>submission</i> shall be rejected.
5.	All Addendum(s) not acknowledged in the <i>respondent's submission</i> (if issued)	Automatic rejection, unless: (i) the relevant addendum issued is solely for the purpose of revising a closing date and/or time and the <i>bid</i> is received in accordance with the revised closing date and/or time; or (ii) In the opinion of the <i>bid review panel</i> , the omission administrative in nature and is, upon request by the <i>Town</i> , remedied by the <i>respondent</i> , within two (2) <i>working days</i> or the <i>submission</i> shall be rejected.
6.	<i>Submission</i> received by a <i>Respondent</i> who is in unresolved litigation with the <i>Town</i>	Automatic rejection.
7.	<i>Respondent</i> did not attend a mandatory site meeting	Automatic rejection.
8.	Other <i>proposal irregularities</i> , including deviations in terms	Referred to the <i>bid review panel</i> for review, consideration, and determination. Upon Request of the <i>Town</i> , the <i>respondent</i> may be given five (5) <i>working days</i> to correct such <i>proposal irregularity</i> .

All *proposal irregularities* (except late *submissions* that were automatically rejected) shall be forwarded to the *bid review panel* for review, consideration, and determination in accordance with the *Bid Review Panel* section of this *policy*.

Where, at the request of the *Town*, a *respondent* has been given a period of time to correct a *proposal irregularity*, should the *respondent* fail to make the correction within that time period, then the *respondent* shall be deemed to be in default and:

- the *submission* shall be rejected; and
- At the discretion of the *bid review panel*, the *respondent* may be suspended for a period of time, in accordance with the *Town's Contractor Performance Procedure*.

Schedule “D” Proposal Irregularities (Applicable for Electronic Bidding Only)

For the purposes of this *policy*, the following actions shall be taken regarding *proposal irregularities* (as defined in this *policy*, excluding *bid irregularities*).

ITEM	DESCRIPTION	ACTION
1.	<i>Submission</i> received by a <i>Respondent</i> who is in unresolved litigation with the <i>Town</i>	Automatic rejection.
2.	The <i>Town</i> is unable to verify digital <i>bond(s)</i>	Upon request by the <i>Town</i> , the <i>Respondent</i> shall be given five (5) <i>working days</i> to remedy the verification to the <i>Town’s</i> satisfaction or the submission shall be rejected.
3.	<i>Respondent</i> did not attend the mandatory site meeting	Automatic rejection
4.	Other <i>proposal irregularities</i> , including deviations in terms	Referred to the <i>bid review panel</i> for review, consideration, and determination. Upon request of the <i>Town</i> , the <i>respondent</i> may be given five (5) <i>working days</i> to correct such <i>proposal irregularity</i>

All *proposal irregularities* (except late *submissions* that were automatically rejected) shall be forwarded to the *bid review panel* for review, consideration, and determination in accordance with the *Bid Review Panel* section of this *policy*.

Where, at the request of the *Town*, a *respondent* has been given a period of time to correct a *proposal irregularity*, should the *respondent* fail to make the correction within that time period, then the *respondent* shall be deemed to be in default and:

- the submission shall be rejected; and
- At the discretion of the *bid review panel*, the *respondent* may be suspended for a period of time, in accordance with the *Town’s* Contractor Performance Procedure.

Schedule "E" - Thresholds of this Policy

Estimated Acquisition Value (Dollar) Threshold including <i>non-refundable HST</i>	Procurement Method	Form of Commitment
Table 1. Threshold for Low Value Purchases (LVP)		
Up to \$5,000	Low Value Purchase (LVP)	P-Card
\$5,001 to \$10,000	Low Value Purchase (LVP)	P-Card or Purchase Order
Table 2. Threshold for Bid Call Process		
\$10,001 to \$30,000	INFORMAL: Quick Bid Request for Quotation (QBRFQ) 3 written quotes	Purchase Order
\$30,001 to \$50,000	FORMAL: Request for Quotation (RFQ), Request for Tender (RFT) or Request for Proposal (RFP)	Purchase Order
\$50,001 to \$250,000	FORMAL: Request for Tender (RFT) or Request for Proposal (RFP)	Purchase Order
>\$250,001	FORMAL: Request for Tender (RFT) or Request for Proposal (RFP)	Purchase Order & Council approval
Table 3. Sole or Single Source Purchases		
\$10,001 to \$100,000	Single Source or Sole Source Form Required	Purchase Order
>\$100,001	Single Source or Sole Source Form Required	Purchase Order & Council approval

Revised October 17, 2018

Schedule "F" - Purchasing Authorities of this Policy

Estimated Acquisition Value (Dollar) Threshold including HST	Position Level	Authorized By
Up to \$2,500	Staff	Director of Corporate Services & Treasurer or Deputy Treasurer
Up to \$10,000	Supervisor	Director of Corporate Services & Treasurer or Deputy Treasurer
Up to \$20,000	Manager	Director of Corporate Services & Treasurer or Deputy Treasurer
Up to \$100,000	Directors & Deputy CAO	Director of Corporate Services & Treasurer or Deputy Treasurer
Up to \$100,000	Directory of Corporate Services & Treasurer	CAO or Deputy CAO
Up to \$250,000	CAO	Director of Corporate Services & Treasurer or Deputy Treasurer
>\$250,001	Council	

A Department Head may request the increase of purchasing authority for authorized staff, supervisor or manager up to the limit of the next threshold where such higher authority is required to effectively and efficiently perform the responsibilities of their job. Written authorization to increase purchasing authority is required from the Director of Corporate Services & Treasurer or the CAO.

Schedule "G" - Purchasing Authorities of this Policy - Emergency Acquisition

Estimated Acquisition Value (Dollar) Threshold including HST	Position Level	Authorized By
Up to \$2,500	Staff	Director of Corporate Services & Treasurer or Deputy Treasurer
Up to \$10,000	Supervisor	Director of Corporate Services & Treasurer or Deputy Treasurer
Up to \$20,000	Manager	Director of Corporate Services & Treasurer or Deputy Treasurer
Up to \$100,000	Directors & Deputy CAO	Director of Corporate Services & Treasurer or Deputy Treasurer
Up to \$100,000	Directory of Corporate Services & Treasurer	CAO or Deputy CAO
Up to \$250,000	CAO	Director of Corporate Services & Treasurer or Deputy Treasurer
>\$250,001	2 of either the Director of Corporate Services & Treasurer, Deputy CAO or CAO	2 of either the Director of Corporate Services & Treasurer, Deputy CAO or CAO