



## Municipality of Middlesex Centre

### BYLAW NUMBER 2026-016

#### **Being a By-law to Adopt a Policy for the Procurement of Goods, Services, and Construction (“Procurement By-law”)**

**WHEREAS** The Municipality of Middlesex Centre (the “**Municipality**”) is a lower-tier municipality and municipality for the purposes of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended or replaced (the “**Act**”), and exercises its authority through resolutions and by-laws of Council in accordance with subsection 5 of the Act, subject to delegated authority under subsection 23.1 of the Act;

**AND WHEREAS** Section 9 of the Act provides that a municipality has the capacity, rights, powers and privileges of natural person;

**AND WHEREAS** Subsection 270(1) of the Act provides that a municipality shall adopt a policy for its procurement of goods and services and Ministry of Municipal Affairs and Housing documentation confirms the appropriateness of confirming such policy in by-law;

**AND WHEREAS** Council is of the opinion that it is desirable to promote and maintain the integrity of the purchasing processes by providing clear direction and accountabilities to Council, suppliers and staff;

**AND WHEREAS** the objective of the procurement function is to ensure that the Municipality purchases goods, services and construction that provide the Municipality with best value and which are delivered in a timely and efficient manner;

**AND WHEREAS** this policy provides for fairness, accountability, openness and transparency in the Municipality’s procurement processes, encourages competition and efficiency, and ensures the Municipality purchases goods, services and construction contracts which provide for best value and are delivered in a timely and efficient manner;

**AND WHEREAS** this policy addresses the Canadian Free Trade Agreement between the Federal, Provincial and Territorial Governments and the Trade and Cooperation Agreement Between Ontario and Quebec, as required, and furthers the spirit of the Canada-European Union Comprehensive Economic and Trade Agreement, the Canada-UK Trade Continuity Agreement, 2021, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership, and the United States-Mexico-Canada Agreement, as well as any other applicable trade agreements, as amended or replaced.

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Middlesex Centre enacts as follows:

1. **THAT** the “Procurement Policy” attached hereto as **Schedule “A”** and forming part of this by-law be approved.
2. **THAT** all employees and elected officials of the Municipality of Middlesex Centre are required to adhere to the “Procurement Policy” and any supporting policies and procedures related to the procurement of goods, services and construction for the Municipality.
3. **THAT** any employee who knowingly contravenes this By-law commits an act of misconduct and may be subject to disciplinary action, consistent with applicable employment agreements, collective agreements (if any), policies, and legislation.
4. **THAT** employees and elected officials shall not acquire or accumulate, either directly or indirectly, where the benefit does not accrue to the Municipality of Middlesex Centre, points through any loyalty programs including, but not limited to, commonly used programs such as Aeroplan or Air Miles, in connection with purchases made on behalf of the Municipality.
5. **THAT** By-law 2020-102, By-law 2021-088, Policy No. CPS-07-2021 and any other policies related to procurement previously approved by the Council of the Municipality of Middlesex Centre are hereby repealed.
6. **THAT** this By-law shall come into force and effect on the day of passing.

**READ A FIRST, SECOND AND THIRD TIME, AND FINALLY PASSED** this 11<sup>th</sup> day of March, 2026.

*Original Signed*

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Aina DeViet, Mayor

*Original Signed*

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Brianna Hammer Keidel, Municipal Clerk

\*By signing this by-law on March 11, 2026, Mayor DeViet has granted approval and will not exercise the power to veto this by-law under Strong Mayor Powers.

# PROCUREMENT OF GOODS AND SERVICES POLICY

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## Part A – Definitions

1. For the purposes of this policy, the following words mean:

**“Accessibility”** means a general term used to describe the degree of ease that something (e.g., device, service and environment) can be used and enjoyed by persons with a disability. The term implies conscious planning, design and/or effort to ensure it is barrier-free to persons with a disability, and by extension, highly usable and practical for the general population as well.

**“Acquisition”** means any form of procurement, purchase, lease or rental of goods and/or services.

**“AODA”** means the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, as amended.

**“Applicable Law”** means all statutes, regulations, by-laws, trade agreements, orders, directives, and common law requirements of Canada, the Province of Ontario, and any applicable municipal authority that are legally binding on the Municipality or applicable to the procurement of goods, services, or construction at the time the obligation arises, including without limitation the Municipal Act, 2001, the Municipal Freedom of Information and Protection of Privacy Act, the Occupational Health and Safety Act, the Workplace Safety and Insurance Act, the Environmental Protection Act, and the Accessibility for Ontarians with Disabilities Act, as each may be amended from time to time.

**“Authority” or “Authorized”** means the legal power to undertake a procurement activity or make a procurement decision on behalf of the Municipality, as expressly delegated by Council by by-law, resolution, this Policy, or through a lawful instrument of delegation, and does not arise solely from the approval of a departmental budget.

**“Authorized Person”** means authorized by this policy to act on behalf of the Municipality to: (i) initiate bid requests and other forms of procurement activities; (ii) govern the conduct of a bid request; and (iii) make an award.

**“Award”** means the approval given by the authorized person to enter into a contract/agreement and occurs when a Bid is formally accepted by the Municipality, either by Council or by delegated authority as permitted by this policy.

**“Best Overall Value”** means the best cost after all factors and criteria as set out in the bid request are considered and is not limited to the lowest dollar price.

**“Bid”** means any tender, quotation, offer or other form of submission made by a prospective vendor in response to a bid request that is subject to acceptance or rejection by the Municipality.

**“Bid Document”** or **“Bid Documents”** means any document issued by the Municipality pursuant to this policy and used in connection with a procurement process.

**“Bid Request”** means a written request or other formal request by the Municipality in connection with the provision of goods and services including but not limited to an informal quotation, Request for Quotation, Request for Pre-Qualification, Request for Tender, Request for Proposal, Request for Expression of Interest, Calls for Tenders, or other form of acquisition to the purchasing designate pursuant to this policy.

**“Buying Group”** means a group of two or more members that combine the purchasing requirements and activities of the members of the group into one joint procurement venture. Buying groups include cooperative arrangements in which individual members administer the procurement function for specific contracts for the group, and more formal corporate arrangements in which the buying group administers procurement for a group of members. Buying groups may involve a variety of entities, including public sector, private sector and not -for -profit organizations.

**“Chief Administrative Officer”** or **“CAO”** means the Chief Administrative Officer for the Municipality or their designate.

**“Clerk”** means the Clerk of the Municipality or their designate.

**“Closing Time”** means the place, date and time set by the bid documents for receipt of responses.

**“Compliant Bid”** means a bid that meets the terms and conditions of the bid request, applicable Municipal policies and by-laws, and any other relevant legislation

**“Conflict of Interest”** means:

- a. A situation or circumstance, real or perceived, which could give a supplier an unfair advantage during a procurement process or compromise the ability of the supplier to perform its obligations under its contract; or
- b. A situation where a personal, business or other interest of an elected or appointed official, officer or employee of the Municipality is, or can be

reasonably perceived to be, in conflict with the interest of the Municipality, and includes but is not limited to:

- i. the giving or receiving of direct or indirect personal gain or benefit, or a direct or indirect advantage or privilege, by any person or business that offers goods and/or services to the Municipality;
- ii. a direct or indirect interest in any business that provides goods and/or services to the Municipality; and
- iii. a conflict of interest as defined in the Municipality's Code of Conduct as may be amended from time to time.

For greater certainty, conflicts of interest involving members of Council shall be governed by the Municipal Conflict of Interest Act and the Municipality's Code of Conduct, and nothing in this Policy is intended to replace, modify, or override those requirements.

**"Consultant"** means a person or firm, who by virtue of a particular expertise, is hired by the Municipality to undertake a specific task or assignment that may include designing specifications and preparing plans or programs.

**"Contract"** means the acceptance of the Municipality of a compliant bid in the form of a duly signed agreement or purchase order between a chosen bidder and the Municipality for the provision of goods and/or services.

**"Controlling Interest"** means any person with an interest in a business as defined and applied by the Income Tax Act (Canada) R.S.C., 1985, c. 1, as amended.

**"Council"** means the Council of the Municipality.

**"Declared Emergency"** means a declaration of emergency as outlined in the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9, as amended.

**"Department"** means any department or division of the Municipality.

**"Director"** means the director of a department or their designate.

**"Disability"** or **"Disabilities"** shall have the same meaning as that in the AODA.

**"Electronic Bidding" or "E-Bids"** means a computer-based system that provides suppliers with access to information related to open competitive procurements.

**"Emergency"** means a sudden, unforeseen situation that poses an immediate risk to public health or safety, the environment, the protection of municipal property

or critical infrastructure, or the continuation of essential municipal services, where delay in procurement would reasonably result in serious harm or disruption, and where the use of standard procurement processes is impracticable due to time constraints.

**“Emergency Purchase”** means a procurement undertaken without the use of standard competitive processes as a direct result of an Emergency, where the existence of the Emergency has been determined, acting reasonably and in good faith, by the CAO or their designate, and documented in accordance with this Policy.

**“Employee”** means an employee of the Municipality.

**“Evaluation Criteria”** or **“Performance Evaluation Criteria”** means the rated criteria as set out in a notice of intended procurement or solicitation which may include but is not limited to supplier qualifications, price and other cost or value factors, quality, technical merit, environmental characteristics, and negotiable commercial terms of delivery.

**“Goods and Services”** means, in relation to procurement, all supplies, materials, equipment, moveable property, vehicles and other personal property required for the operations or activities of the Municipality but does not include those goods listed in Appendix “B” of this policy.

**“Litigation”** means an application, action, arbitration, or other legal proceeding that has been formally commenced before a court, tribunal, or other adjudicative body by or against the Municipality.

**“Mayor”** means the head of Council or their designate.

**“Municipality”** means the Municipality of Middlesex Centre.

**“Pending Litigation”** means Litigation that has been commenced but not finally resolved, and includes a written claim or demand for compensation that has been formally asserted against the Municipality and is reasonably anticipated to result in Litigation.

**“Person”** includes individuals, corporations, partnerships, firms and trusts and may include Council.

**“Policy”** refers to the Municipality of Middlesex Centre Procurement of Goods and Services Policy.

**“Procurement”** means a goods, services or construction contract involving a purchasing, leasing, renting or exchange transaction, arrived at by a competitive

or non-competitive process. Procurement also includes material(s) management, contract management, advisor services and implementation and adherence to best practices.

**“Procurement Agreement”** means an agreement between the Municipality and a supplier for the purchase of goods, services or construction.

**“Procurement Documents”** means any document issued by the Municipality to potential suppliers to a procurement process, including but not limited to, request for proposals, quotation, tender documents, or pre-qualification documents, .

**“Proposal”** means the written bid submitted in response to a Request for Proposals in which a supplier proposes solutions to arrive at a specific end product.

**“Purchase” or “Procure”** means the acquisition of goods and/or services by or on behalf of the Municipality by way of purchase, lease or rental.

**“Purchasing Designate”** means the employee or contracted agent responsible for a procurement initiative as appointed by a director or the CAO.

**“Purchase Order”** means a written offer from the Municipality to purchase goods and/or services in the form prescribed by the Treasurer.

**“Quotation”** means a binding offer to supply certain specified goods and services at a specific rate, price, terms of sale, and description of goods and/or services in response to the information contained in a call for quotations.

**“Request for Expressions of Interest” or “REIS”** means a general market research to determine vendor interest in a proposed procurement, used prior to issuing a call for bids or proposals and not intended to result in the award of a contract. All REIS shall be approved in advance by the CAO.

**“Request for Pre-Qualification” or “RFPQ”** is a procurement process used to prequalify potential suppliers in which factors such as financial capability, experience, and reputation are considered in order to develop a list of qualified suppliers for subsequent participation in an invitational bid opportunity.

**“Request for Proposal” or “RFP”** means a competitive 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.

**“Request for Quotation” or “RFQ”** means a competitive procurement process for obtaining quotations by the Municipality for the provision of goods and/or services made in accordance with the provisions of this by-law.

**“Request for Tender”** or **“RFT”** means a competitive procurement process for obtaining competitive bids based on precisely defined requirements for which a clear or single solution exists.

**“Services”** includes any:

- a. professional, consulting or training services;
- b. services associated with the acquisition of goods;
- c. services associated with the construction, demolition, maintenance, repair or upkeep of any buildings, premises or goods;
- d. the rental of any real property for a short duration of time;
- e. intangible products not having a physical presence; or
- f. any other service required by and for the Municipality but does not include those services as listed in Appendix “B” of this policy.

**“Single Source”** means there is more than one source in the open market but only for reasons of function or service one supplier is recommended for consideration of the particular goods and/or services.

**“Sole Source”** means there is only one source of supply of a particular good or service.

**“Supplier”** means any person or enterprise that provides or could provide goods, services or construction to the Municipality.

**“Treasurer”** means the Treasurer for the Municipality or their designate. The Director of Finance holds this position of Treasurer.

**“Unbalanced Bid”** means any bid in which some item prices are nominal and others are inflated, so that each part of the bid does not contribute proportionally to the total cost. The Municipality has the sole discretion to determine whether a bid is an unbalanced one or not.

**“Vendor”** means any person supplying goods and/or services to the Municipality in accordance with the terms of a contract.

## Part B – Objective and Principles

2. Section 270 (1) of the *Municipal Act, 2001*, S.O. 2001, Chapter 25, as amended, provides that a municipality and a local board shall adopt policies with respect to its procurement of goods and services. The purposes, goals and objectives of this policy are:
  - a. To establish the type of procurement processes that shall be used and the circumstances under which each type shall be used;
  - b. To encourage competitive bidding and sustainable practices in the provision of services;
  - c. To obtain the highest quality goods and/or services for the Municipality taking into consideration the life cycle costs and environmental impacts of the products and services being purchased;
  - d. To ensure fairness, objectivity and transparency in the procurement process;
  - e. To obtain the best overall value for the Municipality when procuring goods and/or services taking into consideration the needs of the Municipality;
  - f. To avoid real and perceived conflicts between the interests of the Municipality and those of the Municipality's employees and elected officials, and to ensure that procurement activities are conducted in a manner consistent with the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50, as amended;
  - g. To engage in an open and honest process that is firm and impartial;
  - h. To achieve responsible and transparent management of the public funds, municipal finances and assets; and
  - i. To establish how the interests of the Municipality, the public and persons participating in a procurement process will be protected.
3. The purchasing principles and key goals of this procurement policy are:
  - a. **Effectiveness:** The extent to which the procurement process is achieving its intended results.
  - b. **Accessibility:** Accessibility criteria and features shall be incorporated when procuring goods, services and/or facilities in accordance with the *AODA* , wherever practicable and feasible. All competitive bids will incorporate measures to ensure that customer service is available to everyone, including persons with disabilities. Where it is determined that accessibility requirements

are not practicable or feasible, the rationale shall be documented in accordance with this Policy.

- c. **Accountability:** The obligation to answer to the public, Council, and vendors for the procurement results and for the manner in which procurement responsibilities are discharged. No member of staff or Council shall receive any improper direct or indirect personal benefit from any contract for supplies and/or services, or from their position as an employee of the Municipality or as a member of Council, as the case may be.
- d. **Transparency:** Clarity and disclosure about the process for arriving at procurement decisions; encourage an open and competitive bidding process for the acquisition and disposal of goods and/or services; and the objective and equitable treatment of all vendors.
- e. **Quality Service Delivery:** Front-line services provided by the Municipality, including but not limited to road construction, winter maintenance and fleet acquisition will receive the right product, at the right time and in the right place.
- f. **Process Standardization:** Standardized processes remove inefficiencies and create a level playing field.
- g. **Co-operative Purchasing:** Endeavour to create opportunities for co-operative purchasing between other agencies to create economies of scale through the use of Buying Groups, where applicable.
- h. **Sustainable Purchasing:** The Municipality recognizes that through its procurement function it has the power to bring about environmental and social improvements both locally and globally while maximizing economic benefits. The Municipality may make attempts to preserve the environment and reserves the right to encourage the procurement of supplies and services with due regard to the preservation of the natural environment; suppliers may be selected to supply goods made by methods resulting in the least damage to the environment, and/or to supply goods incorporating recycled materials where practicable. It is to be understood that total life cycle cost analysis may be required to ensure that these supplies and services are financially viable and available at competitive prices.

## Part C – Application and Scope

- 4. All persons who act on behalf of the Municipality in: (i) the issuance of a bid request; (ii) the conduct of a bid request; and (iii) the making of an award, are responsible to comply with this policy.

5. All acquisitions of goods and services by the Municipality and, where applicable, by any local boards or municipal corporations for which Council has approved the application of this Policy, and all purchasing inquiries of the Municipality regarding materials, prices, services, delivery, terms, conditions and adjustments shall be conducted through the appropriate department, in accordance with the provisions of this policy, unless otherwise permitted herein.
6. Council has the ultimate authority for all expenditures. Council delegates this authority in accordance with this Policy, including through the authorization of budgets and by specific resolution or delegated authority. Levels of contract approval authority are summarized in Appendix A. Budget approvals by Council of capital works and operating expenditures shall constitute authorization for any purchases of goods and services necessary to carry out work within the approved cost of an approved project, provided such purchases are made in accordance with this Policy and any applicable delegation of authority.
7. The Municipality shall segregate key procurement functions to ensure that no single individual controls the entire procurement process. Where practical, at least three of the following functional roles shall be assigned to different individuals or departments. Where full segregation is not practicable, compensating controls shall be implemented. Segregation of duties prevents any one person from controlling the entire procurement process.

Functional Role	Responsibility	Accountable Party
Requisition	Authorize the related department to place an order	Employee requesting the product or service
Budgeting	Authorize that funding is available to cover the cost	Council
Commitment	Authorize release of the order to the supplier under agreed contract terms	Purchasing Designate
Receipt	Authorize that the order was physically received	Individual receiving the goods and services
Approval	Authorize release of payment to the supplier	Individual authorized to approve invoice, following established approval protocols
Payment	Release of payment to the supplier	Member of the Municipal finance department, following established payment protocols

8. The Treasurer oversees the procurement function for the Municipality, and has specific responsibilities as such, including:
  - Ensuring procurement policies and procedures comply with relevant legislation and the direction of Council.

- Specific actions in relation to this policy, as outlined below.
- Upon receipt of an appropriately authorized invoice or account for goods, services or construction, issuing payment. The Treasurer shall not issue payment for any goods, services or construction that are not provided for in the Council-approved Annual Budget, authorized by specific resolution of Council, or otherwise approved in accordance with this Policy or a lawful delegation of authority.
- Between the last regular meeting of Council in any year and the adoption of estimates for the next year, the Treasurer is authorized to pay invoices and accounts, which are, in their opinion, ordinary business transactions required by a department to maintain services. This shall include the payment transactions required of accounts or previously approved capital items and projects.

## **Part D – Methods of Procurement**

### **I – Competitive Procurement**

#### 9. Types of Competitive Procurement:

- Open Competitive Procurement:** Open competitive procurement is the contractual acquisition (purchase or lease) by the Municipality of any goods and services that enables all suppliers to compete in a fair, transparent and open environment. Open competitive procurement ensures the highest level of fairness, impartiality, and transparency; it maximizes suitability and the best overall value for money of the obtained goods and services.
  - Invitational Competitive Procurement:** Invitational competitive procurement is the contractual acquisition (purchase or lease) by the Municipality of any good or service that enables suppliers to compete in a fair and open environment. The Municipality conducts invitational competitive procurement by inviting three or more qualified suppliers to submit written proposals to supply goods and services as specified by the Municipality through a bid request.
10. To conduct a competitive procurement process, the Municipality must develop competitive procurement documents to be provided to potential proponents. The three major types of competitive procurement documents, Requests for Proposal (RFP), Requests for Quotation (RFQ), and Requests for Tender (RFT), are described below.

11. Note that the \$35,000 and \$125,000 thresholds for procurement processes outlined below have been set to:
  - a. demonstrate the objectives and principles for procurement outlined in this policy.
  - b. ensure compliance with the Canadian Free Trade Agreement (CFTA) thresholds for covered procurements for both good and services, and construction.

### ***Requests for Proposal (RFP)***

12. **Request for Proposal (RFP):** The purpose of an RFP is to request suppliers to provide innovative solutions for the delivery of more complex goods and services, or, where explicitly required, to provide alternative options or solutions. Bidders are invited to submit sealed bids manually or electronically in accordance with the bid request. This process uses multiple predetermined evaluation criteria, including price.
13. When the purchasing designate has determined that the requirements for goods and services cannot be sufficiently defined or specified, an RFP is required. Terms and conditions for the RFP will be established along with evaluation criteria that will be utilized in the bid request. To clarify, the Municipality may, in its sole and absolute discretion, choose to employ the RFP process at any time for any dollar value.
  - a. The purchasing designate will act as a facilitator.
  - b. A committee of no less than three (3) evaluators will be formed to evaluate proposals in accordance with the terms and conditions and established criteria as set out in the bid request.
  - c. Scores will be tabulated and awarded to the bid that best meets the requirements of the Municipality and the purpose and intent of this policy.
  - d. A Request for Information or a Request for Expression of Interest may be issued in advance of an RFP to assist in the development of a more definitive set of terms and conditions, scope of work/service and/or the selection of qualified suppliers.
  - e. For the purposes of this Policy, a proposal will be considered compliant only after review to confirm that the mandatory terms and conditions of the bid request have been met, and non-compliant proposals may be rejected without further evaluation.

- f. If the compliant bid is over \$125,000 and exceeds the approved budget appropriation by the lesser of \$50,000 or 20% of the approved budgeted amount, the director or designate shall submit a report to Council for direction.
- g. If less than three (3) bids are received, the director or designate shall submit a report to Council for direction.

### ***Request for Quotation (RFQ)***

- 14. **Request for Quotation (RFQ):** An RFQ is a document similar to an RFT. In an RFQ, the Municipality describes exactly the goods and services to be provided; the proposal evaluation is based on the lowest compliant bid that meets all terms. Bidders are invited to submit completed bids in accordance with the bid request, either manually (where permitted) or electronically.
- 15. Where a request for quotation is required, employees may obtain quotes informally and/or formally. However, at all times employees shall endeavor to obtain formal quotes wherever possible. The Municipality shall:
  - a. For goods and services estimated to exceed \$35,000, the purchasing designate shall obtain a minimum of three (3) quotes where reasonably possible for the goods and services. In the event three (3) quotes are not received, and the value of the quote exceeds \$35,000, the Director may in their discretion and in accordance with this Policy to formally issue a tender.
  - b. Notwithstanding subsection (a) above, any quote that exceeds \$35,000 but was issued by the Municipality formally shall be considered in accordance with this policy.
  - c. The purchasing designate shall be responsible for reviewing the competitive bid and verifying that all terms, conditions and specifications of the bid are met.
  - d. The Municipality reserves the right in its sole discretion to accept or reject any bid.

### ***Request for Tender (RFT)***

- 16. **Request for Tender (RFT):** The purpose of an RFT is to request suppliers to submit bids to provide goods and services based on stated delivery requirements, performance specifications, terms and conditions. Bidders are invited to submit completed bids in accordance with the bid request, either manually (where permitted) or electronically, and in accordance with this Policy. An RFT focuses the evaluation criteria predominantly on the price and delivery requirements, although not necessarily the lowest price. Once a bidder is selected, a contract shall be entered into without negotiation.

17. For goods and services for estimated expenditures greater than \$125,000, the purchasing designate shall be authorized to issue a RFT.
  - a. The Municipality reserves the right in its sole discretion to accept or reject any bid.
  - b. If the compliant bid is over \$125,000 and exceeds the approved budget appropriation by the lesser of \$50,000 or 20% of the approved budgeted amount, the director or designate shall submit a report to Council for direction.
  - c. If less than three (3) bids are received, the director or designate shall submit a report to Council for direction.

### ***Competitive Procurement Process***

#### 18. Competitive Procurement Thresholds

- a. No Person shall reduce the overall value of a procurement (e.g., dividing a single procurement into multiple procurements) for the purpose of circumventing competitive procurement thresholds.

#### 19. Competitive Procurement Key Process Steps

- a. Procurement planning is an integral part of the procurement process. The Municipality shall undertake procurement planning for its annual procurement requirements as well as for individual procurement activities. Procurement planning allows the Municipality to determine:
  - The goods and services necessary to meet business requirements;
  - Opportunities to engage in aggregate spending in order to create process efficiencies and maximize value for money;
  - Potential supply sources;
  - Procurement methods;
  - The necessary approvals and timing of when these approvals will be needed; and
  - The overall time necessary to complete the procurement process.
- b. When conducting procurement planning, the Municipality will target, among other objectives:
  - Early identification of needs;

- Clear definition of requirements;
  - Justification of the acquisition; and
  - Compatibility of procurement needs with legal and business requirements as well as internal policies and processes.
20. (1) Communications during Competitive Process: The competitive process begins when the issuance of the bid request (start date) and ends when the Municipality signs an agreement with a supplier (end date). Throughout the competitive procurement process, all communications with suppliers involved in the process must occur formally through the contact person identified in the competitive documents, in either of the two following methods:
- a. Addenda
  - b. Question and Answer (Q&A)
- (2) Addenda and Q&A must be posted in the same manner as the bid request and made available to all proponents. Except as may be required to ensure fairness or compliance with this Policy, communications outside of this process will not be entertained or responded to by the Municipality.
21. (1) Exceptions from Competitive Procurements: Where there is provision under trade agreements that exempts the procurement from the requirement for a competitive procurement process, the Municipality may rely on such an exemption as the basis for conducting a non-competitive procurement.
- (2) An employee asserting that procurement is subject to an exception clause under a trade agreement must formally set out the clause being relied upon, rationale for relying on this clause, applicability of the particular clause and providing written supporting documentation to the Treasurer for review and confirmation prior to proceeding.

### ***Tied Bids***

22. Where multiple bids are tied after evaluation in accordance with the bid request, the following tie-breaking process will occur to determine the successful supplier:
- a. Where the competitive procurement was evaluated solely on the basis of lowest compliant price, such as a Request for Tender, the tied suppliers will be asked to resubmit pricing through the original means of bid submission or otherwise as approved by the Treasurer within two (2) business days of notification. Resubmitted pricing shall be equal to or less than the original submitted price. If no resubmission is received, or if a resubmission is higher than the original

submitted price, the supplier shall be removed from consideration. The lowest resubmission received shall be deemed successful.

- b. Where the competitive procurement has evaluation criteria in addition to price, such as a Request for Proposal or a Request for Pre-Qualification, the supplier with the higher evaluation score after price is removed from the evaluation criteria shall be deemed successful. If the bids in question have identical evaluation scores with price removed from the evaluation criteria, the Municipality shall request resubmission of pricing in the same manner described above in paragraph (a) to determine the successful supplier.
- c. If neither of the methods described above are successful in establishing an awarded supplier, the Director and Treasurer shall determine, as a last resort, whether to establish a successful supplier by means of a coin flip, where the tied suppliers are invited to attend personally or virtually, and the process documented, or to re-issue the applicable procurement process.

## **II – Alternative Procurement**

- 23. The Municipality will generally use competitive procurement processes to achieve the goals of this procurement of goods and services policy. However, the Municipality recognizes that from time-to-time special and/or unique circumstances may exist that require the Municipality to use a non-competitive procurement process. The Municipality may use an alternative procurement process in accordance with the circumstances as set out in this Policy.
- 24. The Municipality may use procurement strategies that are not listed above, provided these strategies do not contradict the intentions and requirements of this Policy. When adopting an alternative procurement strategy, the Municipality may consult with the Treasurer and, where appropriate, legal counsel to ensure compliance with the Policy and applicable law.

### ***Informal Quote Process***

- 25. The informal quote process shall apply to the acquisition of all goods and services by the Municipality where permitted under this Policy and unless otherwise prohibited in this Policy or any other policy of the Municipality. Procurement dollar value thresholds, approved authority, method of procurement and reporting requirements have been established and are set out in Appendix A.
- 26. Acquisitions as presented in this section and Appendix A shall be considered to be the minimum standard and will become more formal and complex as the requirements and/or estimated value of the goods and services increase. At all times, the Director, in their discretion, may choose to use a more formal method of acquisition than the informal quote process set out in this Policy.

27. Procurements up to or equal to \$35,000 shall be considered low dollar value procurements. For low dollar value procurements, best efforts will be made by the purchasing designate and/or director(s) to obtain quotes from vendors without formal advertising or receipt of sealed bids. All low dollar value procurements shall utilize Municipal contracts where available and shall otherwise be in accordance with this Policy. It is the responsibility of the Director to ensure that the Policy is followed.

### ***Pre-Approved Consulting Firms***

28. (1) A list of pre-approved firms (including, but not limited to, consulting engineers, consultants, graphic designers, architects, landscape architects, and environmental consultants) that provide professional consulting services shall be established and maintained by the Director for their respective department or functional area. This list shall be supplied to the CAO on an annual basis and updated as required when the list has been changed, altered or amended.

(2) The pre-approved list will be based on an evaluation of the firm's competency, expertise, costs, past performance on municipal projects, available capacity, the size of their operation, and the particulars of the work to be done.

(3) Where a request for consulting services is required, the Municipality shall:

- a. If the value does not exceed or equal \$125,000, allow the Director or designate to obtain consulting services from one of the pre-approved firms for that department, in accordance with this Policy and approved by the CAO.
- b. If the value exceeds \$125,000, require the purchasing designate to formally issue a proposal, and it shall be procured by a bid request.
- c. All formally released requests for consulting services shall follow the same rules as a proposal as set out in the competitive procurement section of this Policy.

(4) Those goods and services excluded from this Policy, as outlined in Appendix B, are not subject to these provisions.

(5) Firms may be removed from the pre-approved list at any time, in accordance with this Policy, if the firm, or in the case where a firm is a corporation, an officer of the corporation, has been convicted of a crime or other serious offence including, but not limited to, bid-rigging, price-fixing, collusion or fraud, or where the Municipality determines that the firm's conduct, performance, or integrity is inconsistent with continued inclusion on the pre-approved list.

### ***Roster Contracts (Pre-Approved Vendors)***

29. (1) The Municipality may establish a roster (“pre-approved vendors list”) of qualified and vetted vendors for goods or services to simplify the procurement for smaller, specific and as-needed projects. Examples of such goods and services include, but are not limited to, plumbing, HVAC, electrical work, painting, A/V support, grass cutting services.
- (2) One or more pre-approved vendors lists may be developed for the Municipality, with a lead department being established where multiple departments may have reason to call on the same vendor. Departments shall consult the applicable pre-approved vendors list prior to seeking out new vendors.
- (3) These lists shall be supplied to the CAO on an annual basis and updated as required when the list has been changed, altered or amended.
- (4) Where the cumulative value of goods and services paid to a vendor is expected to exceed \$35,000 over a four (4) year period, a competitive procurement process will be required at a minimum of once every four (4) years.
- (5) If the cumulative value is expected to be \$35,000 or less over a four (4) year period, Directors or their designates may add vendors to the list in accordance with this Policy, provided the vendors meet the applicable requirements and are considered competitive in the marketplace.
- (6) Vendors on the pre-approved vendors list are required to provide proof of insurance, WSIB, etc. as required by the Municipality, in accordance with current purchasing standards in this Policy.
- (7) Vendors may be removed from the pre-approved vendors list at any time in accordance with this Policy where the Municipality determines that the vendor has failed to provide goods or services at an acceptable standard, or has otherwise failed to comply with applicable contractual, policy, or legal requirements.
- (8) Those goods and services excluded from this Policy, as outlined in Appendix B, are not subject to these provisions.
- (9) Vendors may be removed from the pre-approved vendors list at any time in accordance with this Policy if the vendor, or in the case where a vendor is a corporation, an officer of the corporation, has been convicted of a crime or other serious offence including, but not limited to, bid-rigging, price-fixing, collusion, or fraud, or where the Municipality determines that the vendor’s conduct, performance, or integrity is inconsistent with continued inclusion on the pre-approved vendors list.

### ***Non-Binding Procurement***

30. All non-binding bid requests including but not limited to Requests for Pre-Qualification (RFPQ), Requests for Expressions of Interest (RFEI), Requests for Information or Requests for Qualifications, may be issued by the purchasing designate for the department. Such non-binding procurement processes do not create any obligation on the part of the Municipality to proceed with a competitive procurement, to invite bids or proposals, or to award a contract.

### ***Request for Pre-Qualification (RFPQ)***

31. (1) A request for Pre-Qualification may be issued to pre-qualify suppliers for one or more projects. The purpose of the RFPQ is to determine whether the qualifications of a supplier, as required by the Municipality, are at a level that will allow participation in a subsequent bid opportunity that takes place as a direct result of the RFPQ.
- (2) A supplier must be pre-qualified by providing an acceptable response to a RFPQ. Selection of pre-qualified suppliers will be based on disclosed evaluation criteria.
- (3) Supplier submissions will be evaluated and ranked by an evaluation committee and may consist of municipal staff and consultant staff (if applicable).
- (4) Only the suppliers that reach the established threshold contained in the RFPQ document will be pre-qualified and invited to bid on a relevant, applicable bid opportunity, if any.
- (5) Unless otherwise specified in the RFPQ document, a list of pre-qualified suppliers is valid for a period of not longer than three (3) years.

### ***Request for Expression of Interest (RFEI)***

32. (1) A request for expression of interest may be issued for the purpose of determining the availability of suppliers and/or for the purpose of compiling a list of suppliers. A RFEI may be used as a preliminary step or pre-condition to a Request for Proposal (RFP) or other subsequent procurement process.
- (2) The receipt of an expression of interest by the Municipality does not create any obligation, commitment, or contractual relationship between the potential supplier and the Municipality, and does not constitute a competitive procurement process or a commitment to proceed with any subsequent procurement.

## ***Alternative Procurement Process***

### **33. Procurement Process Steps**

- a. **Identification of Need:** to determine core procurement process and whether to seek approval to bypass a competitive procurement process (including single source or sole source procurement);
  - b. **Planning:** to define procurement scope;
  - c. **Requirements:** to define procurement specifications and receive sign-off (including any required internal approvals);
  - d. **Quote:** to obtain one or more quotes and corresponding documentation;
  - e. **Evaluation:** to perform any necessary evaluation; and
  - f. **Agreement:** to offer an agreement to the supplier and obtain signatures.
34. Any alternative procurement may involve negotiating the terms and conditions of any agreement for the goods and/or services.

## **Part E – Non-Competitive Purchases: Purchase by Negotiation, Sole Source or Single Source**

35. **Sole Source:** The Municipality may conduct a sole source procurement process if the goods and/or services are available from only one supplier by reason of a statutory or market-based monopoly. Competition is precluded due to the application of any Act or legislation; or because of the existence of patent rights, copyrights, licenses, technical secrets; or controls of raw material; or where the complete item, service or system is unique to one supplier and no alternative or substitute exists.
36. **Single Source:** The Municipality may conduct a single source procurement process where there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specifications. The procurement may be conducted using a single source process if the goods and/or services are available from more than one source, but there are valid and sufficient reasons for selecting one supplier in particular, as determined by the Municipality, including the following:
- a. an attempt to acquire the goods and/or services by soliciting competitive bids has been made in good faith, but has failed to identify more than one willing compliant supplier;

- b. the confidential nature of the requirements is such that it would not be in the public interest to solicit competitive bids;
- c. there is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract (including a contract extension or renewal);
- d. the product or service is unique, proprietary, or otherwise demonstrably one of a kind, such that no reasonable alternative or substitute exists;
- e. in the judgment of the Director and the CAO, the goods and services are in short supply due to market or other unforeseen conditions;
- f. the extension of an existing or previous contract would prove more cost effective or beneficial for the Municipality;
- g. the acquisition involves the ongoing maintenance and service requirements for Municipal property;
- h. the acquisition involves the leasing, rental, disposal or purchase either by or for the Municipality of real property;
- i. the acquisition is required or is beneficial in regard to the standardization of goods and services for the Municipality;
- j. an existing contract for a good or service has been terminated prematurely and there is an immediate need for the good or service while a new bid request is put out;
- k. with regards to technological goods and services, there is an economic advantage and/or technical compatibility advantage to the Municipality – such as requirements of interchangeability or interoperability with existing equipment, software, services, or installations procured under the initial procurement;
- l. additional deliveries by an original supplier of goods and services that were not included in the original procurement, but change cannot be made for economic or technical reasons without causing significant inconvenience or substantial duplication of costs for the Municipality;
- m. any other items not expressly listed herein but are prescribed under the exemptions of the Canada Free Trade Agreement, as amended or replaced;

- n. the goods and services are purchased under circumstances that are considered exceptionally advantageous to the Municipality, such as in the case of a bankruptcy or receivership;
  - o. it is advantageous to the Municipality to acquire the goods and services from another public body;
  - p. the procurement of a particular brand of goods and services that are intended solely for resale to the public and no other brand meets the Municipality's program objectives nor is the brand available from any other source;
  - q. such other non-competitive purchases exemptions authorized by Council; or
  - r. where, in the discretion of the CAO, it is not practical or beneficial to the Municipality to issue a competitive bid.
37. Notwithstanding section 34, the purchasing designate shall submit any negotiated acquisition, other than a negotiated acquisition to extend or renew an existing license or maintenance agreement that is included within the program budget, to Council for approval where the value of the acquisition exceeds \$125,000.

## **Part F – Extension of Contracts**

### **I – Procurement Contract Amendments to Add Goods or Services**

38. Directors are authorized to amend procurement agreements to add goods or services and increase the procurement value without a further competitive process, provided that:
- a. sufficient funds are available in the approved budget; and
  - b. the procurement agreement expressly includes an option to add the specific goods or services.
39. A procurement agreement that does not include an option to add the required goods or services may only be amended to add the goods or services where an exemption applies, as outlined in Appendix B, or where Council approval has been obtained.

### **II – Renewal or Extension of Procurement Contracts**

40. Directors are authorized to renew or extend procurement agreements, without a further competitive procurement process, provided that:
- a. sufficient funds are available in the approved budget; and

- b. the procurement agreement expressly includes an option to renew or extend.
41. A procurement agreement that does not include an option to renew or extend may only be renewed or extended if an exemption applies, as outlined in Appendix B, or where Council approval has been obtained.

## **Part G – Trade Agreements and Provincial Directions**

42. (1) Purchases by the Municipality may be subject to the provisions of trade agreements, including, but not limited to, the Canadian Free Trade Agreement between the Federal, Provincial and Territorial Governments and the Trade and Cooperation Agreement Between Ontario and Quebec, as required, and may further the spirit of the Canada-European Union Comprehensive Economic and Trade Agreement, the Canada-UK Trade Continuity Agreement, 2021, the Comprehensive and Progressive Agreement for Trans Pacific Partnership, and the United States-Mexico-Canada Agreement, as well as any other applicable trade agreements, as amended or replaced.
- (2) Where an applicable trade agreement or amendment to an applicable trade agreement supersedes or conflicts with this by-law, the provisions of the applicable trade agreement shall take precedence.
- (3) Where any federal or provincial legislation, regulation, directive, or policy with respect to procurement at the municipal level supersedes or conflicts with this by-law, the applicable federal or provincial legislation, regulation, directive or policy shall take precedence.

## **Part H – Emergencies**

43. (1) When an event occurs that is determined by the CAO or their designate to be an Emergency, and where time does not permit conducting a competitive procurement process to acquire the required goods and/or services, the CAO or a Director may make such an Emergency Purchase without a competitive procurement process and is authorized to do so in the most expedient and economical manner reasonable available in the circumstances.
- (2) Any authority granted under this section for an Emergency Purchase shall also include the authority to execute and sign any related contract or other document that may be required as part of the acquisition of the goods and services.
- (3) The CAO and/or Director(s) may authorize expenditures that exceed the \$125,000 approval limit where necessary to respond to an emergency.

(4) The end-user department shall promptly forward a complete record of the emergency purchase to the CAO and the Treasurer.

(5) The CAO and the Director shall present a report to Council at the next available Council meeting regarding the emergency purchase.

(6) In the case of a declared emergency, the Municipality's Emergency Response Plan shall supersede this Policy.

## **Part I – Collaborative Procurement**

44. Collaborative procurement is a coordinated procurement activity that facilitates purchasing on behalf of multiple organizations. Collaborative procurement may be facilitated through a variety of means, including, but not limited to, cooperative purchasing with other municipalities, buying groups, group purchasing organizations (GPOs), and/or shared service organizations (SSOs). The goals of the collaborative purchasing include:

- a. leveraging the increased buying power of aggregating total spending with other organizations;
- b. standardizing processes by streamlining through one centralized buying organization;
- c. minimizing risks and improving process controls; and
- d. generating savings/efficiencies that benefit the collective participants.

45. Collaborative purchasing with other municipalities, buying groups and GPOs occurs when two or more members combine the purchasing requirements and activities of the members into one joint procurement process. These organizations may represent cooperative arrangements in which individual members administer the procurement function for specific contracts for the group or more formal corporate arrangements in which the organization administers procurement for group members. Collaborative purchasing may involve a variety of entities, including public-sector, private-sector and not-for-profit organizations. Typically, GPOs have an established governance and membership framework, while buying groups may adopt a less formal governance and membership structure. For any collaborative procurement, the procurement by-law or policy of the administering entity shall govern the competitive procurement process for that procurement.

46. The Municipality may participate in co-operative purchasing initiatives with other government or broader public sector entities for the acquisition of goods and services where the Municipality determines that participation is in its best interest,

and where the procurement method used is a competitive method that is comparable to those described in this Policy. The decision to participate in cooperative purchasing agreements shall be made by the Director, in consultation with the Treasurer, where appropriate.

## **Part J – General**

47. The purchasing designate(s), wherever reasonably possible, shall seek to standardize the goods and services required by departments so as to provide the most cost-effective and efficient purchasing system that meets the needs of the Municipality.
48. The purchasing designate shall ensure that all specifications in a bid request:
  - a. are clear and concise;
  - b. indicate the minimum acceptable levels of quality;
  - c. are commercially practical;
  - d. encourage competitive bidding; and
  - e. follow all legislation and trade agreements applicable to the procurement of goods and services under this Policy.
49. It is the responsibility of the user department to enforce any terms, conditions and specifications from the award of any contract resulting from the purchasing process. Where terms, conditions and specifications are not being adhered to, the user department shall promptly contact the supplier and may attempt to negotiate to have said deficiencies corrected.
50. Except as otherwise stated, dollar amounts shown in this Policy that set out the parameters for acquiring goods and services or disposing of goods shall be the total cost excluding applicable taxes and freight, unless otherwise expressly stated in the bid request or contract.
51. Any supplier who is retained by the Municipality shall perform all duties and exercise all responsibilities while complying with all policies, procedures, rules and regulations, both written and oral, as are announced by the Municipality from time-to-time and that are applicable to the services being provided by the supplier. The supplier shall carry out said duties and responsibilities in a diligent, faithful and honest manner. The Municipality expects all work, conversations and social media practices carried out by the supplier to be professional and courteous at all times. Any supplier who fails to perform work or who has conversations with any Municipal

staff or members of the public in an unprofessional and discourteous manner shall be warned verbally by the purchasing designate that such behaviour is unacceptable. The Municipality may issue written notice outlining required corrective action and potential consequences. Any continuation of abusive or unacceptable behaviour may result in the Municipality exercising any contractual, legal, or policy-based remedies available to it, including termination where applicable.

52. (1) Where a bid request is solicited for physical submissions, all sealed bids shall be opened in the presence of the purchasing designate and at least one (1) Municipal representative.
  - (2) Where a bid request is solicited for electronic submissions, every sealed bid received within the time specified in a bid request shall be unsealed and extracted utilizing an electronic bidding system. Bid results shall be posted in accordance with the rules of the electronic bidding system and this Policy.
  - (3) In the case where only one bid is received pursuant to subsection (2) of this section, only the bidder's name shall be posted.
  - (4) Where a request for proposals has been utilized, only the name of the bidder shall be posted.
53. (1) The purchasing designate shall ensure that all contracts have clear payment terms that have been reviewed, as necessary, by the Treasurer.
  - (2) The purchasing designate shall ensure that the quality of all goods and services acquired is reasonably monitored and deemed acceptable.
54. Prior to Council approval of the current budget, a department may incur expenditures up to 40% of the previous year's budget. Directors will have the authority to instruct the solicitation of bids prior to Council approval of the current budget, provided no contract is awarded until appropriate budget authority is confirmed.
55. (1) Where any purchase of goods and services have been authorized under this Policy, the Chief Administrative Officer may authorize disbursement of additional funds provided that the additional funds:
  - a. do not exceed the lesser of \$50,000 or 20% of the approved budgeted amount;
  - b. are available within the program budget; and
  - c. are required to complete works that are necessary as part of the original contract.

(2) The conditions under subsections (1), (a), (b) and (c) above do not apply where the additional funds are provided to the Municipality by a developer, landowner or government body.

56. The Treasurer and Chief Administrative Officer shall have the authority to terminate a contract for the acquisition of a good or service in accordance with the termination provisions of the applicable contract and at law.
57. No local preference will be given to any bidder in the acquisition of goods and services as the Municipality shall comply with the *Discriminatory Business Practices Act*, R.S.O. 1990, c. D.12, as amended.
58. To maintain transparency, fairness, and efficiency in municipal procurement, the Municipality does not respond to unsolicited bids, proposals, or cold calls from vendors seeking to explain their products, services, or offerings outside of established procurement processes. All procurement opportunities are publicly posted and managed through formal channels. Vendors are encouraged to monitor official postings and participate in open, competitive processes as outlined by our procurement guidelines.
59. No person submitting an unsolicited bid will be precluded from participating in future bid requests that resemble the unsolicited bid.
60. Addenda are prepared where posted competitive procurement documents require modification, including but not limited to correcting errors, conflicts, or omissions. Any addenda shall be posted at least three (3) business days before the closing time. If an addendum is issued within two (2) business days of the closing time, the bid submission deadline shall be extended, where necessary, as determined by the Municipality.
61. An addendum allows for modification in the bids including but not limited to inserting new or omitted provisions or drawings; and/or revising or deleting provisions or drawings.
62. (1) All addenda must be available to all bidders and shall be posted in the same manner as the original competitive procurement document was posted, for example on an electronic bidding system.  
  
(2) In the case of e-bidding systems:
  - a. Bidders may be required to acknowledge receipt of any addenda.
  - b. It is the responsibility of the bidder to have received all addendums that are issued. Bidders are responsible to check the e-bidding system prior to submitting their bid up to the bid closing time in the event additional addenda

are issued. Bids may be automatically withdrawn from the e-bidding system if addenda are not acknowledged.

- c. The bidder is solely responsible to make any required adjustments to their bid in light of the addenda; acknowledge the addenda; and; ensure their re-submitted bid is received by the bidding system no later than the stated bid closing time .
63. A value-added incentive is an offer by a supplier, over and above the primary goods and services being purchased, with the intent to increase the total value received by the customer.
- a. Value-added incentives will be considered only where expressly permitted and requested as part of the bid request.
  - b. The following rules apply:
    - Value-added incentives must be relevant and connected to the bid request;
    - The Municipality may identify acceptable value-added incentives in the procurement document;
    - Cash or bonus payments will not be accepted;
    - Value-added incentives may be evaluated separately after other criteria; and
    - Sustainable products or service components may be considered as value-added incentives.

## **Part K – Bidding Documents, Receipts, Openings and Agreements**

64. Bid documents will be made available exclusively on the Municipality's e-bidding system, which will be linked to the Municipal website. Those interested in a bid opportunity may preview the bid documents with a preview watermark prior to registering for the opportunity. Documents are not provided in any other manner. Any changes to this system, process, or platform will be posted on the Municipality's website.
- a. All bidders must have a bidding system vendor account and be registered as a plan taker for a bid opportunity, which will enable the bidder to download the bid call documents, receive addenda email notifications and download all documents without a "preview" watermark on them.

- b. To ensure receipt of the latest information and updates via email regarding a bid, including where a bidder has obtained bid documents from a third party, the onus is on the bidder to create a bidding system vendor account and to register as a plan taker for the bid opportunity.
  - c. Questions related to a bid shall be submitted only through the e-bidding system, and bidders must ensure the question is submitted to the specific bid opportunity.
65. All competitive documents shall be submitted electronically through the Municipality's e-bidding system unless a hard-copy submission method is expressly authorized in the bid request. No competitive documents will be received by the Municipality by any other means than what is specified in this Policy and directed by the bid request.
66. No bids submitted after the closing time specified in the bid request will be accepted.
- a. The closing time shall be determined solely by the e-bidding system's web clock. The timing of a bid submission is based on when the bid is received by the bidding system, not when it is submitted, as bid transmission may be delayed due to file size, transmission speed, or other technical issues.
  - b. Bidders may edit or withdraw their bid submission prior to the closing time. However, the bidder is solely responsible for ensuring that any re-submitted bid is received by the bidding system prior to the stated closing time .
67. The process for receiving bids submitted electronically through the Municipality's e-bidding system, or in hard-copy form where expressly authorized in the bid request, shall be as follows:
- a. The e-bidding system will track submission information and may issue a confirmation email to the bidder advising that their bid was submitted successfully. The issuance or non-issuance of a confirmation email does not constitute acceptance of a bid. At all times, the onus remains solely on the bidder to ensure their bid has been successfully received prior to closing.
  - b. Where a bidder does not receive a confirmation email, the bidder may, at their own risk, resubmit their bid prior to closing. Failure to receive a confirmation email shall not impose any obligation on the Municipality.
68. All submissions received shall be final and binding for a period of up to sixty (60) days from the closing date of the procurement, unless otherwise specified in the bid request. During the binding period, submissions shall not be altered by any subsequent offerings, discussions, or commitments. Following the expiry of the

binding period, submissions shall be deemed to have lapsed unless extended by mutual agreement.

69. Where a bid is received that includes an irregularity, the Municipality shall follow the applicable protocol in its discretion, as outlined in Appendix C, and reserves the right to waive, reject, or disqualify bids in accordance with that Appendix and the bid request.

## **Part L – Access to Information and Records Retention**

70. The disclosure of information received in relation to a bid solicitation or the award of contracts emanating from bid solicitations shall be made by the appropriate offices solely in accordance with applicable law, including, but not limited to, the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended. Unsolicited bids which are not accepted by the Municipality shall be considered transitory records for the purpose of records retention, and shall not be subject to retention requirements unless otherwise required by applicable law.

## **Part M – Advertising**

71. Bids shall be posted on the Municipality's website and/or the Municipality's e-bidding electronic platform and 1) where considered appropriate in the opinion of the purchasing designate, advertised in local newspapers, applicable publications or other media, or 2) where necessary to comply with applicable law, in the applicable publications or other media.

## **Part N – Refusal of Bid Response**

72. The Municipality may refuse to accept bids from:
  - a. Any entity that has commenced litigation against the Municipality, or against whom the Municipality has commenced litigation, with respect to any previous contract, bid submission, business transaction or any other matter, excluding prosecutions under the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended, whether or not the litigation is covered by the Municipality's insurance policy.
  - b. Any entity that has initiated, is proposing to initiate, or has threatened in writing litigation against the Municipality, or against whom the Municipality is considering, proposing, or has threatened in writing to initiate litigation, including Pending Litigation, with respect to any previous contract, bid

submission, business transaction or any other matter, excluding prosecutions under the *Provincial Offences Act*, whether or not the proposed litigation is covered by the Municipality's insurance policy.

- c. Any entity that is discovered by the Municipality to be:
  - i. Bankrupt or insolvent or otherwise involved in bankruptcy and insolvency proceedings;
  - ii. Determined to have made false declarations; and/or
  - iii. Determined to have tax arrears or other outstanding indebtedness owing to the Municipality.
- d. Any entity which has either breached or failed to perform satisfactorily in a previous contract with the Municipality within in the previous three (3) years, regardless of whether a formal performance evaluation was completed.
- e. Any entity that has exhibited behaviour that the Municipality determines, in its sole discretion, is no longer in the best interest of the Municipality.
- f. Paragraphs (a) through (e) above are predicated on the basis that it is unreasonable for the Municipality, which has the capacity, rights, powers and privileges of a natural person, to be compelled to enter into a Procurement Agreement with a Supplier with whom it has, had, or may reasonably anticipate a dispute, or whom it otherwise determines is not suitable to do business with, acting reasonably and in good faith.

## **Part O – Sustainable Procurement Practices**

73. The Municipality may consider sustainability in its procurement processes and may strive for continuous improvement over time. While it is not possible for all sustainability aspects to be incorporated into every purchase, it is the intent of this Policy that Municipal employees will, where relevant and practicable, incorporate and balance appropriate sustainability factors having regard to operational requirements, budget, and applicable law. The Municipality may consider both the lifecycle impacts of the goods and services that are purchased, as well as the sustainability practices of its suppliers. The sustainability aspects that may be considered for any procurement include, but are not limited to, where appropriate and subject to applicable trade agreements and legislation:

- **Environmental aspects**, including purchasing goods and services from suppliers that:
  - Reduce material use, waste and packaging and promote reuse, recycled content, recyclability, reparability, upgradability, durability, biodegradability and renewable products;
  - Maximize energy efficiency;
  - Reduce greenhouse gas (GHG) emissions and air pollution, mitigate climate change and support climate change adaptation;
  - Conserve water and/or improve water quality;
  - Reduce or eliminate the use of toxins and hazardous chemicals; and
  - Contribute to biodiversity preservation and habitat restoration.
- **Social aspects**, including purchasing goods and services from:
  - Suppliers, including social enterprises, which provide employment and training for youth and people with employment barriers where permitted by applicable law;
  - Suppliers that demonstrate best practices in workplace diversity, inclusion and accessibility;
  - Suppliers that make and/or sell goods that are certified Fairtrade; and
  - Suppliers with good health and safety workplace practices.
- **Ethical aspects**, including purchasing goods and services from:
  - Suppliers that exhibit fair labour practices and respect human rights in their operations and supply chains, where reasonably verifiable.

## Part P – Persons with Disabilities

74. In accordance with all applicable law, including but not limited to the *Ontarians with Disabilities Act, 2001*, S.O. 2001, c. 32, as amended and AODA , as may be amended or replaced from time to time, and any applicable accessibility standards made thereunder, Council has adopted a plan that focuses on accessibility issues and the development of strategic actions to remove, where practicable, and prevent barriers to access for people with disabilities. Where required by applicable law and

where practicable, competitive bids shall incorporate appropriate accessibility criteria and features to ensure that customer service is available to everyone, including persons with disabilities.

## **Part Q – Performance Evaluation**

75. (1) Any purchasing designate who administers a contract that was entered into pursuant to this Policy shall, for all contracts with a total contract value exceeding \$125,000, complete a performance evaluation. This includes any contract where the \$125,000 threshold is met over multiple years. A Director may require a performance evaluation for any procurement agreement regardless of contract or agreement value.
- (2) The purchasing designate shall implement and oversee the performance evaluation using the standard Municipal templates in place at the time of the evaluation.
- (3) Every performance evaluation shall be approved in writing by the Director and the purchasing designate, and a copy shall be provided to the contractor upon completion, subject to any applicable confidentiality or access to information requirements.
- (4) Every contractor may, within ten (10) business days of receipt of a performance evaluation, submit a written request to the Director requesting that the performance evaluation be reviewed, setting out the specific for review. The review committee shall be comprised of three (3) persons: the Director, the Treasurer or their designate, and the Chief Administrative Officer or their designate.
- (5) Upon receipt of a written request pursuant to subsection (4), the review committee shall review the performance evaluation based solely on the grounds set out in the request and shall have the authority, in its discretion, to confirm or revise the performance evaluation.
- (6) During the review process, the Municipality may, in its discretion, decline to accept bids from the contractor for work as a general or sub-contractor where the performance evaluation is relevant to the procurement.
- (7) At the conclusion of the review, the CAO shall advise the contractor in writing of the decision, which shall be final and binding for the purposes of this Policy.

## Part R – Disposal of Surplus Goods

76. (1) The purchasing designate may declare any goods that are owned by the Municipality to be surplus when the goods are:

- a. no longer required by the Municipality;
- b. obsolete; or
- c. in a state beyond repair, having regard to their condition, remaining useful life, and relative value.

(2) When goods are declared to be surplus in accordance with subsection (1), the purchasing designate, in consultation with the Director, may dispose of the goods by trade-in on purchases of vehicles or equipment, public or online auction, tender, quotation, or negotiation, using a method that the Municipality determines is in best interests.

(3) Where the purchasing designate and Director determine that surplus goods cannot be sold in accordance with subsection (2), the purchasing designate may dispose of the goods in such manner as the Municipality determines to be appropriate, including recycling or destruction where warranted.

(4) The purchasing designate shall not sell surplus goods under this section, directly or indirectly, to any elected official, officer, employee of the Municipality, or their immediate family members, unless the purchasing designate has the prior approval of Council.

(5) Nothing in this section shall prohibit or otherwise restrict the ability of the Municipality to donate or otherwise dispose of surplus goods at or below fair market value, where the disposal is for the benefit of the community or for humanitarian purposes. Decisions to donate surplus goods rather than seek alternative disposal methods shall be made by the Director in consultation with the CAO.

(6) Nothing in this section shall prohibit or otherwise restrict the Municipality from trading or selling surplus goods to other government agencies or broader public sector entities.

(7) As it relates to the disposal of surplus goods, “goods” does not include any real property interests.

## **Part S – Signing Authority**

77. When Council approves the awarding of a contract following a bid request or other procurement process conducted in compliance with this Policy, it shall be deemed that, pursuant to such approval, the authorized signing officers of the Municipality have authority to execute, deliver, and finalize, on behalf of the Municipality, all agreements and related required to implement the awarded contract, without the need for further Council approval unless otherwise expressly required.

## **Part T – Conflict of Interest**

78. (1) The purchasing designate shall abide by all Municipal policies concerning conflicts of interest when carrying out any duties or functions under this Policy.
- (2) For clarification purposes, no elected official, officer or employee of the Municipality who is directly involved in or has decision-making authority over the bid process shall knowingly be in contact with a person, or any officer, employee or agent of a person, who has submitted a bid to the Municipality during the competitive bid process, unless the bid request has been awarded or the contact occurs through an authorized communication channel established in the bid request, or for the purpose of receiving or addressing a complaint.
79. Elected officials, appointed officers and employees of the Municipality shall not cause or permit anything to be done or communicated to anyone in a manner which is reasonably likely to cause any potential supplier to have an unfair advantage or disadvantage in obtaining a contract for the supply of goods and/or services to the Municipality.

## **Part U – Lobbying Restrictions**

80. (1) The Municipality may, in its discretion, reject any bid by a supplier or potential supplier that engages in lobbying in connection with a procurement, and may terminate the supplier's right to continue in the applicable procurement process.
- (2) During a competitive procurement process, suppliers, their staff members, and any persons acting on their behalf shall not engage in any form of lobbying or attempt to improperly influence the outcome of the procurement process. This restriction applies to communications outside the formal and authorized communication channels established in the bid request. Employees of the Municipality and members of Council shall not engage in conduct that would constitute or facilitate prohibited lobbying under this section.

## **Part V – Prohibited Vendors**

81. The Municipality shall not acquire goods and services from any of the following:
- a. Municipal Councillors, municipal employees or volunteers;
  - b. any person identified in subsection (a) who maintains a controlling interest in a business involved in a bid request; and
  - c. Subsections (a) and (b) may only be waived where expressly permitted by applicable legislation or where Council has approved the procurement by resolution after receiving a written report outlining the conflict, the rationale for proceeding, and the measures proposed to mitigate the conflict of interest.
82. Notwithstanding section 81, the Municipality may, at its request, require any bidder to submit a conflict-of-interest affidavit in a form satisfactory to the Municipality.

## **Part W – Dispute Resolution and Debriefing**

83. Disputes shall be resolved as follows. A may submit a written dispute regarding the administration of the procurement process only, and not the Municipality's substantive evaluation, scoring, or exercise of discretion, in accordance with the following process:
- a. The bidder identifying the dispute shall provide a written dispute notice to the purchasing designate within ten (10) business days of the event giving rise to the dispute, setting out full particulars of the dispute, including relevant facts, dates, and the specific provisions of the policy or the bid request alleged to have been breached.
  - b. The Director, in association with the Treasurer, will investigate the dispute and provide a written response to the bidder within ten (10) business days of receiving the written dispute notice. The Municipality may, but is not required to, meet with the bidder as part of the investigation.
  - c. The bidder may further appeal the outcome to the Chief Administrative Officer in writing within five (5) business days of receipt of the response under subsection (b). The decision of the Chief Administrative Officer shall be final and binding for the purposes of this Policy.
84. A dispute shall not operate to prohibit, delay, suspend, or rescind the award of any contract or procurement process unless the Chief Administrative Officer, in consultation with the Treasurer and/or Director, determines in writing that such action is required in the best interests of the Municipality.

85. (1) Any bidder participating in a bid request may at the conclusion of the bid request seek a debrief with Municipal representatives regarding their submission. Debrief requests must be received within ten (10) business days of the award notification.

(2) Where a debrief has been requested, the debrief shall be informational only and limited to information material to the bidder's own submission. Debriefs shall not include comparative rankings, scoring details, pricing information, or confidential information relating to other bidders. The Municipality retains sole discretion over the format, scope, and content of any debrief.

## **Part X – Form and Amount of Security**

86. (1) Where determined by the Municipality to be appropriate, performance security to guarantee the completion of the contract may be required for the supply and installation of equipment and materials and all services or construction with an estimated value exceeding \$125,000. The requirements for performance security, including its form and amount, shall be determined by the Municipality in its sole discretion and may be waived in whole or in part. Where performance security is required, it shall take the form of one or more of the following, as specified in the procurement document or contract:

- performance bond
- labour and material payment bond
- irrevocable letter of credit
- certified cheque

(2) The Municipality does not pay interest on any security or bid deposit and may draw upon or realize such security in accordance with the terms and conditions of the applicable procurement document contract. (3) The following criteria may be considered, but are not exhaustive, in determining the form and amount of security:

- the type of work and the usual practice of the trade or profession;
- the consequences of the failure or inability of the contractor to fulfill contractual obligations;
- before solicitation of bids, the stability of firms that are likely to compete for the contract, and;
- after solicitation of bids, the capability of the specific contractor, including, where available and relevant, financial capacity, performance history,

creditworthiness, workload commitments, and overall risk to the Municipality.

## **Part Y – Insurance and Indemnity**

87. The Municipality shall be indemnified for and against any claim, loss, cost or damage resulting from a supplier's obligations under a contract or arising from any representations, warranties, or commitments made in a response to the bid request.
88. Any bid documents in response to a bid request shall disclose all necessary insurance information and requirements.
89. All insurance must be in a form satisfactory to the Director and the Municipality's insurer, must be delivered prior to the commencement of work and shall remain in force for the duration of the contract and any applicable warranty or maintenance period and shall include the following:
  - a. Name the Municipality as an additional insured, as applicable;
  - b. Be primary and non-contributing;
  - c. Contain a "cross liability/separation of insureds" clause; and,
  - d. Not be altered, cancelled or permitted to lapse without providing at least thirty (30) days' prior written notice to the Municipality by the insurer.
90. In general, the standard insurance minimums are as follows; however, these amounts are guidelines only, and from time to time, the Municipality reserves the right in its sole discretion to increase or reduce the amounts or require different types of insurance as approved by the CAO and/or the Municipality's insurance provider:
  - a. \$5 million – commercial general liability policy
  - b. \$5 million – owned and non-owned automotive liability policy
  - c. \$1 million – homeowners (e.g., for rental of facilities)
  - d. \$5 million – professional errors and omissions liability (as applicable)
  - e. \$5 million – environmental impairment liability (as applicable)
  - f. The amount of the project cost – builder's risk (as applicable)

91. Other Insurance Coverage – The Municipality reserves the right to request different limits or different types of insurance appropriate to the agreement as the Municipality deems necessary, with review of the Municipality’s insurance provider.

## **Part Z – Legal Requirements**

92. The Municipality will conduct any and all procurement activities in accordance with all applicable laws. Goods and services shall not be afforded preferential treatment under this Policy or in any bid solicitation based on location or origin of the goods and services except where expressly permitted or required by applicable law or trade agreements.
93. Ontario Law: When conducting procurement, the Municipality and its delegates should understand their obligations. Individuals engaged in supply chain activities on behalf of the Municipality must be aware of all applicable laws and the importance of professional conduct. Where necessary, the Municipality will seek legal advice on procurement.
94. Privacy Legislation: The *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended, (“MFIPPA”) makes public bodies accountable to the public and responsible for protecting personal privacy. The privacy legislation stipulates a right of access to records held by public bodies and regulates how public bodies manage personal information collected. All correspondence, documentation, and information provided to the Municipality of Middlesex Centre by any proponent in connection with the respective request for procurement will become the property of the Municipality. All documentation relating to a request for procurement not identified is subject to the provisions of MFIPPA and may be released, pursuant to the provisions of MFIPPA. At a minimum, the Proponent’s name and total bid amount will be made publicly available upon request.
95. Trade Agreements: The Municipality is subject to various trade agreements. Bid solicitations shall comply with all applicable trade agreements, and shall include clear specifications, evaluation criteria and terms and conditions that can be applied in a fair, transparent and consistent manner. Where applicable trade agreements permit non-competitive procurement, the Municipality may, but is not required to, utilize a competitive approach.
96. Occupational Health and Safety Act: The contractor acknowledges that it is the “constructor” or “employer,” as applicable, under the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, as amended (“OHSA”), and shall indemnify and hold harmless the Municipality in respect of same, including all legal costs, fines or other penalties incurred by the Municipality resulting from the contractor’s performance or failure to perform under the contract.

97. Insurance and Workplace Safety and Insurance Board (WSIB): All vendors who supply services to the Municipality shall, before the start of work, provide proof of insurance and WSIB clearance certificate. Independent contractors / businesses that are exempt from complying with WSIB must indicate such upon filing a bid.
98. Financial Security: The purchasing designate in consultation with the Director, will determine the need for and amount of financial security, in the Municipality's sole discretion, subject to any applicable law that may apply to the procurement.
  - a. Various forms of financial security exist to ensure that the contractor's obligations under the contract are carried out, to protect the interests of subcontractors, sub-subcontractors and suppliers, and to protect the Municipality against loss should a successful proponent fail to enter into or fulfill a contract.
  - b. When security is obtained, the Director or designate will apply the procedures for the handling bonds and security deposits as set out in the procurement documents.

## **Part AA – Administration**

99. This Policy may be cited as the "Procurement Policy."
100. (1) Any complaint that the Municipality failed to abide by the provisions of this Policy that is significant in nature shall be reported to the Treasurer who shall investigate the complaint and report to Council where the Treasurer determines that Council oversight is warranted.
  - (2) A failure to adhere to the provisions of this Policy shall not render any acquisition, contract or other document to be void or voidable unless otherwise required by law.
  - (3) Council may waive any provisions or requirements of this Policy, except where compliance is required by applicable law or trade agreements.
101. The purchasing designate, and any delegate acting under this Policy, shall, in the administration of this Policy, abide by all applicable laws including any and all applicable trade agreements.
102. If any section or sections of this Policy or parts thereof are found by any court or tribunal of competent jurisdiction to be invalid or beyond the power of Council to enact, such section or sections or parts thereof shall be deemed to be severable and all other sections or parts of this Policy shall be deemed to be separate and independent therefrom and shall continue in full force and effect unless and until similarly found invalid or beyond the power of Council to enact.

103. The Treasurer shall review the effectiveness of this Policy at a minimum of every four (4) years or sooner if required by legislative change, trade agreement amendments, or Council direction, and report to Council as necessary.

## APPENDIX A – Levels of Contract Approval Authority

In the case of multi-year supply and/or service contracts, the pre-authorized expenditure limit shall refer to the estimated total annual expenditure under the contract.

Procurement Process	Total Procurement Value*	Policy Section	Report to Council Required	Approved Authority	Note
Low-Value Purchases	Less than or equal to \$35,000	Not applicable	No	CAO, Director, Purchasing Designate	Three quotes are recommended but not required for purchases below the threshold of this policy (\$35,000).
RFP, RFQ, RFT, Informal Quote, Pre-Approved Consulting Firms, Pre-Approved Vendors	Greater than \$35,000 but less than or equal to \$125,000	Part D	No	CAO, Director	
RFP, RFT	Greater than \$125,000	Part D	Yes, if the compliant bid is over \$125,000 and exceeds the approved budget appropriation by the lessor of \$50,000 or 20% of the approved budgeted amount OR less than three bids were received.	CAO, Director	
RFPQ, RFEI	Any value	Part D	No	CAO, Director, Purchasing Designate	
Non-Competitive Purchases: Purchase by Negotiation, Sole Source or Single Source	Greater than \$35,000 but less than or equal to \$125,000	Part E	No	CAO, Director	

Procurement Process	Total Procurement Value*	Policy Section	Report to Council Required	Approved Authority	Note
Non-Competitive Purchases: Purchase by Negotiation, Sole Source or Single Source	Greater than \$125,000	Part E	Yes	Council	
Emergency Purchase	Any Value	Part H	Yes	Council (Following Purchase)	

\* Total value excluding taxes, duty or shipping

As outlined in the policy (Part J – General), in specific instances the CAO may authorize disbursement of additional funds provided that they do not exceed the lessor of \$50,000 or 20% of the approved budgeted amount.

## **APPENDIX B – Goods and Services Not Subject to the Procurement Policy**

Competitive bids shall not be required for the following goods and services:

- a. Accounting and auditing services
- b. Advertising services and public notices
- c. Conferences, conventions, workshops, or seminars and their associated costs
- d. Consultants for peer review and development review
- e. Development charges
- f. Election materials (goods, services and equipment) as deemed necessary by the Municipal Clerk to carry out the requirements of the *Municipal Elections Act, 1996*.
- g. Financial services such as bank charges and investments
- h. Goods or services with artistic, cultural or historic significance where the nature of the good or service is such that competition is not practicable or would not achieve best value, as determined by the Director and CAO
- i. Health or social services including laboratory services
- j. Insurance claim settlements and adjuster services
- k. Integrity Commissioner services
- l. Leaders and Instructors for recreation programs where such services are short-term, seasonal, casual, or appointment-based and competition is not practicable
- m. Legal services, labour relations services, and outside legal counsel, as deemed appropriate by the CAO, or designate, and the Manager of Human Resources where applicable
- n. Magazines, books, periodicals
- o. Meals, travel and accommodation
- p. Memberships in associations

- q. Ongoing maintenance and support for existing computer hardware and software where compatibility, continuity, or warranty requirements make competitive procurement impracticable
- r. Payroll and payroll deductions including tax, WSIB and OMERS remittances
- s. Permits, certificates, licenses and other approvals acquired through a government or regulatory body
- t. Petty cash items
- u. Police services
- v. Postage
- w. Property tax and utility (water) bill printing and mailing services
- x. Public auctions or purchases from other government agencies/municipalities, and items procured through donation where pricing and terms are not subject to negotiation
- y. Realty services for lease, acquisition, demolition, sale and appraisal of land and property, including appraisal and consulting services related to matters of expropriation;
- z. Utilities and telecommunications
- aa. Any and all other items not expressly listed here that are expressly exempt from competitive procurement requirements under the Canada Free Trade Agreement or any successor trade agreement, as amended

## APPENDIX C – Irregularities Contained In Bids

The following list of bid irregularities should not be considered exhaustive.

This chart below shall apply only where an irregularity exists with respect to a stated requirement of a relevant competitive bid document issued by the Municipality.

Irregularity	Response
1. Bids received after the submission deadline.	Automatic rejection. Electronic bidding system will not receive late bids.
2. Issue with bid submission, including documents in which all addenda have not been acknowledged and signature/electronic signature missing from signature page.	Automatic rejection. Electronic bidding system will not allow for the items listed here to occur.
3. Part bids (all required items not in bid).	Automatic rejection unless allowed for by the Municipality prior to submission.
4. Incomplete, illegible or obscure bids or bids which contain additions not called for, erasures, alterations, errors or irregularities.	Automatic rejection.
5. Failure to insert the bidder's business name in the bid documents.	Automatic rejection.
6. Conditions placed by the bidder on the total contract price.	Automatic rejection.
7. Failure to attend mandatory site visit.	Automatic rejection.
8. Bids containing minor irregularities.	<p>The Municipality may request clarification. Responses for clarification are required within 2 business days.</p> <p>The Director and CAO shall have the authority to waive minor irregularities, which they jointly consider to be minor.</p>

Irregularity	Response
<p>9. Bids containing minor mathematical errors.</p>	<p>a) If the amount bid for a unit price item does not agree with the extension of the estimated quantity and the bid unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.</p> <p>b) If both the unit price and the total price are left blank, then both shall be considered as zero.</p> <p>c) If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity.</p> <p>d) If the total price is left blank for a lump sum item, it shall be considered as zero.</p> <p>e) If the bid documents contain an error in addition and/or subtraction and/or transcription in the approved competitive bid documentation format requested (i.e., not the additional supporting documentation supplied), the error shall be corrected and the corrected total contract price shall govern.</p> <p>f) Bid documents containing prices which appear to be so unbalanced as to likely affect the interests of the Municipality adversely may be rejected.</p>
<p>10. Performance Security:</p> <p>a) Insufficient financial security (no bid deposit or insufficient bid deposit).</p> <p>b) Failure to insert the name of the bonding company in the space provided for in the bid documents.</p> <p>c) Failure to provide a letter of agreement to bond/ letter of guarantee where required.</p> <p>d) Bond / letter of credit from a company not licensed to do business in Ontario.</p> <p>e) Effective period of bond is less than the period set out in the bid documents.</p>	<p>Automatic rejection.</p>
<p>11. Unbalanced bids.</p>	<p>Automatic rejection.</p>

## APPENDIX D – Statement of Ethics for Public Purchasers

As taken from the Ontario Ministry of Public and Business Service Delivery, Broader Public Sector Procurement Directive (July 1, 2011).

### Ontario Broader Public Sector Supply Chain Code of Ethics

**Goal:** To ensure an ethical, professional and accountable Municipality's supply chain.

- I. **Personal Integrity and Professionalism:** Individuals involved with supply chain activities must act, and be seen to act, with integrity and professionalism. Honesty, care and due diligence must be integral to all supply chain activities within and between the Municipality, suppliers and other stakeholders. Respect must be demonstrated for each other and for the environment. Confidential information must be safeguarded. Participants must not engage in any activity that may create, or appear to create, a conflict of interest, such as accepting gifts or favours, providing preferential treatment, or publicly endorsing suppliers or products.
- II. **Accountability and Transparency:** Supply chain activities must be open and accountable. In particular, contracting and purchasing activities must be fair, transparent and conducted with a view to obtaining the best value for public money. All participants must ensure that municipal resources are used in a responsible, efficient and effective manner.
- III. **Compliance and Continuous Improvement:** Individuals involved with purchasing or other supply chain activities must comply with this Code of Ethics and the laws of Canada and Ontario. Individuals should continuously work to improve supply chain policies and procedures, to improve their supply chain knowledge and skill levels, and to share leading practices.