

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BY-LAW NO. 35-2018

BEING a by-law to approve a Procurement Policy for the Township of North Glengarry.

WHEREAS the Council of The Corporation of the Township of North Glengarry deems it important to revise the current Procurement Policy;

AND WHEREAS the Municipal Act, 2001. c. 25, s 5(1) provides that the powers of a municipality shall be exercised by its council;

AND WHEREAS the Municipal Act, 2001 c. 25, s 5 (3) that municipal power, including a municipality's capacity, rights, powers and privileges shall be exercised by by-law;

AND WHEREAS the Municipal Act, 2001 c. 25, Part VI, s. 270 requires a municipality to establish a policy regarding the purchase of goods, services, construction and professional services;

AND WHEREAS the Accessibility for Ontarians with Disabilities Act, 2005, S.O 2005, c. 11 requires that municipalities shall establish a policy that will regard for the accessibility for persons with disabilities to respond to goods and services purchased by the Township;

AND WHEREAS the Canada Free Trade Agreement (CFTA) and Comprehensive Economic Trade Agreement (CETA) have provided changes to expand market opportunities;

NOW THEREFORE BE IT ENACTED BY THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY AS FOLLOWS:

1. **THAT:** The Procurement Policy attached to and forming part of this by-law be approved;
2. **THAT:** by-law No. 06-2014 be and is hereby repealed;
3. **THAT:** This by-law shall come into force and effect on the date of its final passage.

READ a first, second, third time and enacted in Open council this 25th day of June, 2018

CAO/Clerk/Deputy Clerk

Mayor/Deputy Mayor

I hereby certify this to be a true copy of By-law 35-2018, and that such by-law is in full force and effect.

Date Certified

CAO/ Clerk/Deputy Clerk



PROCUREMENT POLICY

PURPOSE:

1. To establish a policy regarding the purchase of goods, services, construction and professional services as required under the Municipal Act, S.O. 2001, c. 25, Part VI, s. 270.
2. To establish a policy that will regard for the accessibility for persons with disabilities in response to goods and services purchased by the Township in accordance with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11.
3. To ensure all contractors/suppliers are responsible to ensure that of its employees, volunteers and others for which the contractor is responsible who deals with members of the public are adequately trained as per the Stormont, Dundas and Glengarry (SDG) Counties Accessibility Training documentation in accordance with Section 6 of Ontario Regulation 429/07, Accessible Standards for Customer Service.
4. To expand procurement coverage while promoting labour rights, environmental protection, sustainable development and expanding market opportunities for the Township in accordance with the Canada Free Trade Agreement (CFTA)/Comprehensive Economic Trade Agreement (CETA).
6. To provide for an open, transparent and accountable purchasing process that is fair and impartial.
7. To obtain the highest quality goods, services, or construction works in the most cost-effective manner.
8. To Authorize purchasing decisions that are made as efficiently as possible through the delegation of authority and empowerment of staff while always having regard for the objectives of this policy.
9. To promote procurement processes and decisions that are consistent with the Township's strategic objectives and comply with procurement legislation and trade Agreements.
10. To practice a lifecycle management approach to asset management, not only looking at products and services from initial concept through procurement, but to consider the issues around maintenance and disposal once the item is no longer usable or required.

SCOPE

This By-law shall apply to all purchases of goods and services by members of Council, committee and board members, and employees of the Township of North Glengarry.

ACCESSIBILITY ORGANIZATIONAL COMMITMENT

The Township of North Glengarry is committed to meeting the accessibility needs of persons with disabilities in a timely manner, and shall incorporate accessibility criteria and features when procuring or acquiring goods, services or facilities, except where not practical to do so. In such situations where it is not practical, a documented explanation shall be provided upon request.

Furthermore, whenever possible the purchase of goods and services shall be based on the principles of universal design.

POLICY REVIEW AND PROCEDURE

This By-law will be reviewed as required, but in any case, no later than five (5) years from the date of passing and has regard to accessibility for people with disabilities when for design, procurement and construction.

1. DEFINITIONS

"Ad-hoc Committee" means a Committee struck by Council for a specific purpose as per Council's Procedural By-law.

"Approval" means authorization to proceed with the purchase or disposal of goods and/or services.

"Authority" means the legal right to conduct the tasks outlined in this By-law as directed by Council.

"Bid" means a submission from a prospective vendor in response to a request for the purchase of goods or services issued by the Township.

"Budgeted acquisition" means net departmental expenditures that have been authorized by Council by way of operating or capital budget approval or otherwise.

"CFTA" means Canadian Free Trade Agreement

"CETA" means Comprehensive Economic and Trade Agreement

"Chief Administrative Officer" or "CAO" or "Clerk" means the Chief Administrative Officer/Clerk for the township or designate.

"Committee" means any Committee which may be appointed by Council from time to time with delegated authority over this By-law.

"Contract" means any formal legal agreement for supplies, goods, services, equipment or construction.

"Council" means the Council of The Corporation of the Township of North Glengarry

"Current Budget" means the Annual Operating and Capital Budget approved by Council for the current fiscal year at which time purchases of goods and services are considered and approved.

"Department" shall mean any department within the Township, including any board for which the Municipality provides purchasing services.

"Department Head" means the head of a Department as defined by the Township's Personnel Policies.

"Emergency" means an unforeseen event which occurs and requires immediate repair or replacement of equipment, services, or facilities to maintain a required level of public service or to prevent danger to life, limb or property.

"Firm" means the company, group, business or individuals conducting business and supplying goods and services.

"Goods and Services" means supplies, work, equipment, property, construction projects, public works services, and consultant's services.

"Local Supplier" means any supplier located within the geographical boundaries of the Township of North Glengarry which may include a business or resident

"Local Publication" means a publication in any form of media, either in paper or digital form, which can be accessed or viewed by members of the public in the Township of North Glengarry, including but not limited to newspapers, newsletters, websites, bulletin boards, social media or email distribution lists.

"Professional or Consulting Services" means services provided by architects, engineers, surveyors, management consultants, legal representation, landscape architects, land use planners and any other consulting and professional services provided to the Township.

"Proposal" means an offer to provide goods or services for which the requirements have not been specified.

"Purchase" means an acquisition of goods or services for which the Township will undertake to pay, regardless of the cost being funded or subsidized by other levels of government.

"Quotation" means a verbal or written offer to provide stipulated goods or services.

"Services" shall mean items such as telephone, gas water, hydro, janitorial and cleaning services, consultant services, legal surveys, medical and related services, insurance, leases for grounds, buildings,

office or other space required by the Corporation and the rental, repair or maintenance of equipment, machinery, or other personal and real property.

“Supplies” shall mean goods, wares, merchandise, material and equipment.

"Shall" means imperative or must.

"Staff" means all employees of the Township of North Glengarry and shall include volunteers.

"Tender" means a formal offer to provide specified goods or services, in response to an advertised request.

"Township Office" means 90 rue Main Street S., Alexandria, ON K0C 1A0 or such other location which may from time to time be designated as the Township's administrative offices.

"Township" or "Municipality" means The Corporation of the Township of North Glengarry

“Treasurer” or “Director of Finance” means the Treasurer of the Township or designate.

“Vendor” shall mean any person or enterprise supplying goods or services to the Corporation of the Township of North Glengarry.

"WSIB" means a Workplace Safety and Insurance Board Clearance Certificate or Independent Operator's Certificate.

2. WORD USAGE

2.1 As used in this By-law, words used in the present tense include the future; words used in the masculine gender include the feminine and neutral; and the singular number includes the plural and the plural the singular where the context provides.

2.2 The headings and subheadings used in this By-law shall not form a part of the By-law, but shall be deemed to be inserted for convenience of reference only.

3. APPLICATION

3.1 This By-law shall apply to all purchasing undertaken on behalf of the Township by Council, all Corporation staff members, Council Advisory Committees, Ad- hoc Committees or Working Groups and Township Boards.

3.2 All currency noted within this By-law are deemed to be in Canadian funds.

3.3 All advertisements referencing a time for submission shall reflect local time in the Township of North Glengarry

4. GOALS AND OBJECTIVES

4.1 The purchasing principles of The Corporation of the Township of North Glengarry are as follows:

- (a) To procure by purchase, rental or lease the required quality and quantity of goods and/or services, including professional and consulting services in an efficient, timely and cost-effective manner.
- (b) To encourage open competitive bidding for the acquisition and disposal of goods and services where practical;
- (c) To consider all costs, including, but not limited to, acquisition, operating, training, maintenance, quality, warranty, payment terms, disposal value and disposal costs, in evaluating bid submissions from qualified, responsive and responsible vendors;
- (d) To consider the total project cost of specific goods and services that will be required by each Department and by the Township as a whole prior to determining the appropriate acquisition method;
- (e) To monitor and report on the economic climate and legislative changes which may have an impact on the Township and to determine the appropriate actions to be taken through purchasing policies and procedures;
- (f) To encourage the procurement of goods and services with due regard to the product being accessible to people with disabilities or be capable of being made accessible using technology;
- (g) To allow for wherever possible standardized procurement of goods and services, including joint purchases, which result in one or more of the following:

- i. Reduced number of goods and services required; or
- ii. Increased volume on common items or services; or
- iii. Maximizing volume buying opportunities
- iv. Providing for economies of scale; or
- v. Reduced handling, training and storage costs; or
- vi. Minimizing maintenance costs; or
- vii. Co-operative purchasing activities; or
- viii. Competitive bid process; or
- ix. Reduced overall cost.

5. GENERAL PROVISIONS

5.1 Procurement of goods and services by the Township shall be carried out under the following processes:

- (a) Direct purchases of goods and services with a value \$5,000 or less –at the discretion of authorized personnel in accordance with Section 13 herein.
- (b) Purchases of goods and services between \$5,001 and \$10,000 – a minimum of two (2) verbal or written quotations to be obtained by authorized personnel in accordance with Section 14 herein.
- (c) Purchases of goods and services between \$10,001 and \$25,000 – a minimum of three (3) verbal or written quotations to be obtained by authorized personnel in accordance with Section 15 herein.

(d) Purchases of goods and services between \$25,001 and \$50,000 – a minimum of three (3) written formal quotations are to be obtained in accordance with Section 16 herein.

(e) Purchases of goods and services with a value of more than \$50,000 – to be obtained by tender by authorized personnel in accordance with Section 17 herein.

(f) Request for Proposal – to be used when the goods and/or service required cannot be specifically stipulated or when methodologies are sought to perform a certain function or service.

(g) Purchases of professional services – Request for Proposal (RFP) or Expression of Interest (EOI) to be utilized in accordance with Section 18 herein.

5.2 All amounts described in this policy are exclusive of applicable net sales tax. When financial information is being presented, the applicable sales tax and sales tax rebate are to be outlined.

5.3 The Township shall adhere to all regulations prescribed by the Province affecting the procurement process.

5.4 The integrity of the procurement process will be maintained by requiring that each Department Head ensure that the policies are adhered to in their respective department. Any employee who intentionally and knowingly acquires or disposes of any goods or services for the Township in contravention of any provision of this policy shall be subject to disciplinary action.

5.5 The Township shall not purchase from any officer, employee or their family or from any other source that would result in a direct or indirect pecuniary interest, unless such interest has been declared in writing to the CAO or Council.

5.6 No member of Council, Committees or Boards or any employee of the Township shall knowingly cause or permit anything to be done or communicated to anyone which could cause any potential vendor to have an unfair advantage or disadvantage in obtaining a contract for the supply of goods and/or services to the Township.

5.7 No contract for goods, services and/or construction shall be deliberately divided into two (2) or more parts to avoid compliance with the provisions of this policy.

5.8 The Township shall encourage the procurement of goods and services with due regard to the preservation of the natural environment. Vendors may be selected to supply goods made by methods resulting in the least damage to the environment and to supply goods incorporating recycled materials where practical.

5.9 Disputes regarding a purchasing action are to be received in writing and shall be resolved as follows:

(a) Meeting between the vendor and Department Head responsible.

(b) If a) does not lead to a resolution, the decision can be appealed to the CAO.

(c) If b) does not lead to a resolution, the decision can be appealed to Council and such decision rendered by the Council shall be deemed final.

Electronic Submissions

5.10 Electronic submissions will be permitted for the all RFP's, Tenders, EOI's, RFQ's, and informal quotation processes. However, some RFP's, Tenders and EOI's must be submitted as hard copy documents and as outlined in the applicable procurement documents.

Co-operative Purchasing

5.11 The Township may participate with other Government agencies or public authorities in co-operative procurement/ acquisition ventures whenever it is determined to be in the best interest of the Township to do so.

Reward Points/Loyalty Programs

5.12 When incurring expenses related to this Procurement Policy, Municipal Staff may not acquire or accumulate, either directly or indirectly, where the benefit does not accrue to the Township of North Glengarry, points through loyalty programs such as Air Miles, Aeroplan, etc.

6. VALUE FOR SERVICE

In determining the preferred vendor, the Department Head shall consider the following in addition to price:

- 6.1 Ability, capacity and skill of the vendor to provide the quality of goods or services required;
- 6.2 Ability of the vendor to fulfill the contract or provide the service promptly at the specified time;
- 6.3 Character, reputation, integrity, experience and efficiency and efficacy of the vendor;
- 6.4 Quality and performance of previous contracts, goods or services undertaken by the vendor;
- 6.5 Sufficiency of the vendor's financial resources with respect to fulfilling a contract for goods/services;
- 6.6 Ability of the vendor to provide future maintenance and service;
- 6.7 Physical location of the vendor and the vendor's employees; and
- 6.8 Number and scope of conditions attached to the contract or bid.

7. SPENDING LIMITS

7.1 The spending limits as outlined in Schedule "B" attached hereto and forming part of this By-law are subject to the policies outlined in this By-law, for the purchasing of all goods or services.

8. EXEMPTIONS

8.1 For those expenditures that will be wholly recovered from outside sources (i.e. Developers, etc.) and are not an obligation of the Township, the provisions of this policy do not apply.

8.2 The CAO or Department Head may request an exemption from any or all purchasing procedures outlined in this policy. A detailed report shall be submitted to Council providing rationale for the exemption with final approval received from Council.

9. EXPENDITURE APPROVAL

9.1 Council has the ultimate authority for all expenditures and delegates this authority to staff through the approval of the annual Operating and Capital Budget and by specific resolution. Schedule B outlines the expenditure approval limits for Staff.

9.2 For purchases not included in the current budget or items that are expected to exceed the current budgeted amount, the following procedures are required (see Section 22 for emergency purchases):

Authorizations of Purchases, Agreement or Contracts	
Non-Budgeted or Budget Exceedance Acquisitions	Approval Required
Under budget - 20% of a budgeted or unbudgeted line item.	CAO in conjunction with the Treasurer and Department Head
Over Budget - 20% of a budgeted or unbudgeted line item	Council

Council

9.3 All operating contracts or agreements extending beyond the term of the current budget shall be provided to the Treasurer for review and discussion prior to Council review.

9.4 Prior to CAO approval of an expenditure that exceeds the current budget allocation, the Department Head, in consultation with the Treasurer, must present where the additional required funds can be found within the applicable Departmental Capital Plan or Operating Budget for consideration.

10. AUTHORIZED PERSONNEL

10.1 The Department Head shall be responsible for procurement activities within the department and shall be accountable for determining and achieving specific objectives as outlined for each procurement project. The Department Head, or designate, shall ensure that there are sufficient funds available and identified for all purchases and shall follow the budget variance procedures outlined in section 9.2.

10.2 Following the approval of a purchase action through the budget process or specific resolution, the purchase shall be carried out by Township staff as outlined below:

- (a) The CAO and Department Heads shall be authorized to make approved purchases of goods and services.
- (b) Supervisory Staff, under the direction of the Department Head, shall be authorized to make approved purchases of goods and services.

(c) Department Heads may also appoint subordinates who shall be authorized to make approved purchases of goods and services to a maximum of \$1,000 unless otherwise specified and approved by the Department Head.

10.3 Supervisory Staff or subordinates who have been delegated purchasing authority from their Department Head shall have no authority to delegate this purchasing authority to any other person.

11. PROCEDURES FOR PURCHASING GOODS AND SERVICES

11.1 Purchase Card Accounts (Credit cards)

- a) Staff, who are authorized by the Township to make purchases not exceeding their spending limit, may be issued purchase cards.
- b) All purchases must be for Township business and not personal use.
- c) All credit card purchases must have proper receipts from vendors and Department Head sign off prior to payment of the card by the Deputy Treasurer.
- d) Failure to provide receipts may result in non-payment by the Township.

11.2 Supplier Credit Accounts

- a) The Township will not honour invoices for purchases made by employees except as approved by a Department Head at an approved store account.
- b) Vendor credit accounts should not be used, except in limited circumstances where the local vendor offers consistent, reliable monthly purchase documentation to the Township.
- c) The Treasurer or designate shall have the sole authority to establish Township credit accounts.
- d) Due to the size and frequency of purchases, some Township personnel will be permitted to buy on credit from businesses upon approval of the Department Head.
- e) Township staff will be required to show identification when making purchases on store credit.

12. INVOICE APPROVAL AND REQUIRED DOCUMENTS

12.1 Each invoice shall be completed with the following information:

- (a) Verification - reviewed by the employee who verified receipt of the goods or services.
- (b) Price Check - Initialed by the employee who matched the invoice price to the quotation, tender or resolution. The Deputy Treasurer shall verify sub-totals and taxes.
- (c) Approval - initialed by the Department Head (or Supervisory Staff in the absence of the Department Head) as direction for payment and indication the department is satisfied with the goods or services received. The general ledger account to be charged shall be completed by the department who has made the purchase for entry by the Deputy Treasurer.
- (d) Completed by the Deputy Treasurer with the date-stamp, cheque number or batch number once the cheque or payment is issued.
- (e) General account number to be charged shall be completed by the department that has made the purchase for entry by the Deputy Treasurer.

12.2 The following supporting documents are required:

- (a) For purchases charged to an approved vendor account (i.e., Home Hardware, Rona) the

invoice/charge receipt shall be provided to the Deputy Treasurer at the time of purchase with the invoice completed as outlined above in Section 12.1. The receipt shall display both the signed name of the employee that acquired the purchase along with the department name. These receipts shall be matched to the monthly vendor statement by the Deputy Treasurer.

(b) For purchases charged to a corporate credit card, all invoices and receipts are required to be remitted to the Deputy Treasurer signed off by the authorized personnel and general ledger code.

13. DIRECT PURCHASE (EXPENDITURES \$5,000 OR LESS)

13.1 For expenditures \$5,000 or less, direct purchases may be made from existing suppliers and/or local suppliers.

13.2 For direct purchases of products or services not previously purchased by the Township, the procurement rules apply to the selection of the supplier.

14. VERBAL OR WRITTEN QUOTATIONS (EXPENDITURES BETWEEN \$5,001 AND \$10,000)

14.1 For expenditures exceeding \$5,001 a minimum of two (2) verbal or written quotations should be obtained, whenever possible.

14.2 Department Heads shall document and retain on file, details of the quotes received including the name of the supplier and the quoted amount.

15. PROCURING GOODS & SERVICES BETWEEN \$10,001 AND \$25,000

15.1 Informal quotations shall be obtained for all purchases of goods and services between \$10,001 and \$25,000.

15.2 The person authorized to make such purchases shall make every reasonable effort to obtain at least three (3) verbal or written quotations from reputable vendors. Where three (3) quotations cannot be obtained, an exemption may be provided in writing from the CAO.

15.3 Any expected budget variances shall be reported to Council or the CAO for approval as outlined in Section 9.2.

16. PROCURING GOODS & SERVICES BETWEEN \$25,001 AND \$50,000

General Provisions

16.1 Formal quotations shall be obtained for all purchases of goods and services between \$25,001 and \$50,000.

16.2 The person authorized to make such purchases shall make every reasonable effort to obtain at least three (3) written quotations from reputable vendors. Where three (3) quotations cannot be obtained, an exemption may be provided by Council.

16.3 Any expected budget variances shall be reported to Council or CAO for approval as outlined in Section 9.2.

16.4 The department responsible for the purchase shall prepare a Summary of Quotations and shall provide this to the CAO for written authorization. A signed copy is to be provided to the Deputy Treasurer.

Advertisement

16.5 Advertisements for formal quotations will be drafted and may published on the Township's website. In addition, consideration should be given to other online websites or portals that may be utilized.

16.6 At the discretion of the Department Head, the local newspaper may be used to advertise for formal quotations.

16.7 CFTA regulations apply to purchases of \$100,000 or greater for goods or services and \$250,000 or greater for construction. Advertising posting must be deemed "reasonable". The Township deems a minimum of 10 business days as "reasonable"

16.8 CETA regulations apply for purchases of \$340,600 or more for goods and services and must be posted for a minimum of 40 calendar days. This may be reduced by 5 calendar days if the bid documents, submissions and tender documents are all done electronically.

Documents

16.9 The Department Head shall ensure that quotations are being sought and the necessary documents (as described below) are included and distributed as required.

- a) A clear description of the specific goods or services required. If alternative goods or services are acceptable, such shall be stated in the specifications.
- b) Any pertinent plans or drawings.
- c) The closing date and time for receipt of quotations, location where quotations are to be submitted and the name and phone number of the contact person.
- d) A copy of the Township's Procurement Policy.

16.10 Each vendor submitting a quotation shall provide a minimum of the following information:

- a) Name, address, phone and email of the vendor.
- b) Specifications of goods or services being quoted on.
- c) Warranty terms and conditions.
- d) Date of delivery.
- e) Price and period of validity.
- f) Tax registration number and amount of taxes payable
- g) Terms of payment.
- h) Signature of the vendor.

- i) For construction projects, WSIB clearance and appropriate insurance certificates.
- j) Applicable bid bonds, labour and material bonds, performance bonds, etc.

Quotation Requirements

16.11 All quotations shall be returned to the designated contact person who will record the date and time of receipt on the sealed envelope.

16.12 Quotations must be in the possession of the designated person on or before the closing date and time established for receipt of quotations. Quotations received after the closing time will not be considered and the vendor shall be advised that the quotation was received late and will be returned by regular mail.

16.13 The quotation must be legible, written in ink or typewritten and signed by an authorized person with authority to bind the vendor. Erasures, overwriting or strikeouts must be initialed by the official signing on behalf of the vendor. Where a discrepancy occurs between a unit rate or cost and the total for that item, the unit rate or cost shall determine the cost for that item.

16.14 All vendors requested to submit quotations shall be advised of all revisions, deletions, substitutions and additions to the specifications or of any extension to the closing time or of cancellation of the request for quotations. Vendors who have submitted quotations prior to notification of any change shall be given the opportunity to withdraw and resubmit their quotations.

16.15 Any vendor who has submitted a quotation may request that the same be withdrawn. A withdrawal request shall be made in writing to the designated person and the withdrawal shall be permitted if the request is made prior to the closing time. Withdrawn quotations shall be returned to the vendor unopened. The withdrawal of a quotation shall not disqualify a vendor from submitting another quotation. Withdrawal requests received after the closing time shall not be permitted. The vendor shall be informed that the withdrawal request was received after the closing time.

16.16 All quotations shall be kept confidential in a sealed envelope until after the closing date and time established for receipt.

Review and Acceptance of Quotations

16.17 All quotations submitted in accordance with the above terms and conditions shall be considered. After the closing time, the designated person shall promptly open all the Quotations and prepare a Summary of Quotations containing the name of each vendor, the general specifications and the total amount of each quotation including applicable sales taxes and applicable sales tax rebate. The designated person and Department Head shall check the quotations to ensure that all requirements and conditions have been met. If a quotation is rejected based on a defect, the vendor shall be so advised.

16.18 Quotations shall be provided to Finance Department for review of financial calculations.

16.19 The lowest price may not necessarily be the best option for the Township. Selection of the preferred quotation is subject to the general provisions in Section 5 and considerations in Section 6.

17. PROCURING GOODS & SERVICES VALUED AT \$50,000 OR MORE

General Provisions

17.1 All goods and services required with a value of more than \$50,000 shall be procured through a public tendering process, unless a specific exemption is granted by Council.

Tender Advertisement

17.2 All tenders shall be advertised to the public. The Department Head shall determine the geographical scope of the advertising, and as a minimum, all tenders shall be advertised locally in at least one of the local newspapers or on the Township website.

17.3 The closing date for the tender shall be no sooner than three (3) weeks following publication in the local media unless the urgency of the requirement dictates otherwise and approval by resolution of Council has been obtained. Goods and services in excess of \$340,600 must be advertised for a minimum of 40 calendar days as per CETA regulations.

17.4 Each advertisement for tender shall typically contain the following information:

- a) Location where tender documents may be obtained.
- b) Date and time of tender closing.
- c) General specifications of the goods or work to be performed.
- d) Name and phone number of contact person.
- e) Each tender advertisement shall contain the following statements:
 - i) "Tenders on the prescribed Tender Form and sealed in an envelope clearly marked as such will be received by the:
Corporation of the Township of North Glengarry
90 rue Main Street S, Alexandria, Ontario K0C 1A0
and
 - ii) "The lowest of any tender will not necessarily be accepted"

Tender Documents

17.5 The designated person shall prepare and distribute all necessary tender documents, including:

- a) Specifications of the work to be performed or the goods required including an estimate of quantities. If alternative goods or services are acceptable such shall be stated in the specifications.
- b) Any pertinent plans or drawings.
- c) Any requirements for bid deposits to be submitted with the tender submission.
- d) The closing date and time for receipt of tenders, location where tenders are to be submitted and the name and phone number of the contact person.
- e) A copy of the Tender Form, in accordance with subsection 17.11
- f) A list of additional documents that will be required from the successful bidder as part of the contract agreement.

17.6 Tenders submitted in a format other than the Tender Form supplied by the Township shall not be accepted. The Tender Form shall provide the bidder sufficient space to complete a minimum of the following information:

- a) Name, address, phone and fax number of bidder.
- b) Specifications of goods or services to be performed.
- c) Date of completion/delivery.
- d) Price, applicable taxes and terms of payment.
- e) Warranty terms and conditions.
- f) Any specific exclusions or limitations.
- g) Acknowledgment of receipt of addendums.
- h) Signature of the bidder.

Tender Requirements

17.7 The designated person responsible for the tender shall keep a list of all persons that obtained tender documents.

17.8 All revisions, deletions, substitutions and additions to the tendering material shall be prepared in writing by the designated person and a copy sent to each individual or company that obtained tender documents. If it is deemed necessary to extend the closing date, an advertisement setting out the new closing date shall be inserted in the publications originally used, and a copy of the extension information shall be mailed to each person or company that obtained tender documents. A copy of each addendum shall also be attached to each set of tender documents not yet distributed. Bidders who have submitted tenders prior to the release of an Addendum shall be given the opportunity to withdraw and resubmit their tenders in accordance with subsection 17.16.

17.9 When in the opinion of the Township it is advisable to cancel a tender call, an advertisement shall be inserted in the same publications originally used and on the Township's website stating that the tender has been cancelled, the reason for such cancellation and whether or not the tender will be recalled. Each person who obtained tender documents shall be notified in writing of the cancellation of the tender call and all tenders received shall be returned unopened to the bidder.

17.10 The Tender Form and documents are to be submitted in a sealed envelope to: The Corporation of the Township of North Glengarry, 90 rue Main Street South, Alexandria, Ontario K0C 1A0 and shall be initialed and time and date stamped upon receipt. Tenders received on or before the date and time for closing of the tender shall become the property of the Township and shall be kept in safekeeping. Tenders received subsequent to the date and time for closing of the tender shall not be considered and shall be returned unopened to the bidder by regular mail or picked up.

17.11 The tender must be legible, written in ink or typewritten and must be signed by a duly authorized official of the bidding organization. Erasures, overwriting or strike-outs must be initialed by the official signing on behalf of the organization.

17.12 The estimate of quantities as shown in the tender document shall be used as a basis of calculation upon which the award of contract will be given consideration. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Township.

17.13 Where sub-trades are to be used, a complete list showing sub-trade name, owners, phone numbers and addresses shall accompany the tender submission. The amount of indebtedness to the sub-trade for works to be performed shall be clearly shown on the list. Sub-trades may be changed by the main contractor but only on written approval by the Department Head.

17.14 Any correspondence by mail or telephone, pertaining to adjustments or corrections to a Tender already submitted, shall not be considered. A bidder wishing to adjust a tender must first withdraw the original tender in accordance with subsection 17.16 and resubmit the alternative bid on the prescribed Tender Form and in accordance with the provisions contained herein prior to the closing.

17.15 Any person who has submitted a bid on a tender may request that their tender be withdrawn. A withdrawal request shall be made in writing to the contact person and the withdrawal shall be permitted if the request is made prior to the closing time. Withdrawn tenders shall be returned unopened to the bidder. The withdrawal of a tender shall not disqualify a bidder from submitting another tender on the same contract. Withdrawal requests received after the tender has closed shall not be permitted. The bidder shall be informed, during or after the opening, that the withdrawal request was received after the closing time.

17.16 More than one tender from any individual firm, partnership, corporation or association under the same or different names for the same item will not be considered. Collusion between bidders will be sufficient cause of rejection of all affected tenders.

17.17 Tenders shall be accompanied by a bid deposit where required in the tender documents, in accordance with subsection 17.20.

17.18 The number of bids received and the names of bidders shall not be divulged prior to the Tender opening.

Bid Deposits

17.19 Bid deposits shall be required at the discretion of the Department Head. A bid deposit is a financial guarantee that if a bidder is successful in the award of the tender, the bidder:

- a) Will enter into an agreement within a specified amount of time.
- b) Will provide the specified security as required; and
- c) Will provide additional documentation as noted in the tender document.

17.20 Bid deposits are required to accompany any bid submissions for construction work exceeding \$100,000 or as deemed appropriate by the Department Head.

17.21 Bid deposits shall be no less than 5% of the estimated value of the work unless the work exceeds \$200,000 then the deposit shall be no less than 10%.

17.22 Acceptable forms of bid deposits include certified cheques, letters of credit or money orders and shall be payable to The Corporation of the Township of North Glengarry.

17.23 All bid deposits except for the two lowest bids are to be returned to the bidders within fifteen (15) business days after the bid closing unless some anomalies are found in the analysis of the two lowest bids in which case the third lowest bid deposit will also be retained. The remaining deposits shall be released after execution of the contract agreement and submission of all required documents.

17.24 If a bidder awarded a contract refuses or neglects to execute the contract agreement or to submit the required documents within three (3) weeks or by the time specified in the tender document, the Township at its sole discretion, may cash the deposit and such deposit shall be subject to forfeiture. Any bidder who has defaulted as herein shall have no claim whatsoever against the Township for such action taken by the Township.

17.25 Interest will not be paid on any bid deposit.

Tender Opening

17.26 The Township shall endeavor to open all tenders promptly after the date and time of closing. Tender openings shall be open to the public and shall be attended by the Treasurer (or designate), the staff member responsible for the tender and the Department Head (or designate) of the department undertaking the project. Should the above attendees be unavailable, a date and time for the opening shall be established as soon as all required witnesses are available, and all bidders shall be advised. The names of those in attendance shall be recorded.

17.27 The designated person responsible for the tender shall open all submitted tenders and the Department Head or designate shall check the tenders to ensure that all tender requirements and conditions have been met. If an improper tender or a defect in the tender is discovered and if it is deemed necessary to reject the tender due to the improper or defective tender, the bidder shall be advised in writing that the tender has been rejected and reasons for same.

17.28 When the Department Head or designate is satisfied that the tender submission contains the proper forms and information, the name of the bidder, the general specifications and the total amount of each bid will be announced. All tender compliancy will again be reviewed by the Department Head and financial particulars will be checked by the Treasurer or designate. Tenders containing prices that are unbalanced may be rejected. Whenever in a tender submission the tender amount for an item does not agree with the extension of the estimated quantity and the tender unit price, the unit price shall govern and the amount of the total tender price shall be corrected accordingly.

17.29 No announcement concerning the successful tender will be made at the tender opening. A complete report and analysis shall be prepared by the Department Head to be submitted to the appropriate approval authority in accordance with subsections 17.32 to 17.38.

17.30 The responsible department shall forward any certified cheques/security deposits to Treasury for safekeeping and the designated person responsible for the tender shall prepare a Summary of Tenders containing the name of each bidder, the general specifications and the total amount of each bid. The Summary of Tenders shall be made available to the public, upon request.

Acceptance of Tender

17.31 For expenditures up to \$100,000, the Department Head shall prepare a report to the CAO, including the Summary of Tenders, for approval to proceed with the preferred bid.

17.32 For expenditures in excess of \$100,000, the Department Head shall prepare a report to Council, including the Summary of Tenders with a recommendation for approval to proceed with the preferred bid. Final acceptance of the tender shall be in the form of a Council resolution.

17.33 The lowest price may not necessarily be the best value for the Township. Selection of the preferred quotation is subject to the general provisions in Section 5 and considerations in Section 6.

17.34 The Township reserves the right to reject any or all tenders and accept any tender considered best for its interest.

17.35 The successful bidder shall be advised by the designated person and, where appropriate, the contract documents shall be supplied for execution. Where contract documents are required or when the goods or services are to be delivered in the near future, the bidder shall be advised that documents must be signed or goods received or services performed by a specific date. Failure by the successful bidder to comply with the above shall be grounds to permit the Township to accept the second most appropriate tender or cancel the contract and the bidder's security deposit shall be forfeit to the Township. Under CFTA/CETA regulations, within 72 days, Public Notice of Award must be posted on the tendering website for a reasonable amount of time including description of goods/services, name and address of successful supplier, value of tender and date of award.

17.36 All unsuccessful bidders, save and except the most appropriate candidate, shall be notified as to the name of the successful bidder and the deposit cheques or securities shall be returned with such notice within fifteen (15) working days. The deposit cheque or security of the top candidate shall be returned no later than the date of execution of the contract documents or delivery of the goods.

17.37 After notification of award, the successful bidder will be responsible for executing the contract agreement and to file satisfactory performance security (see subsections 8. 17.38 to 17.41), insurance policies (see subsections 17.42 to 17.45) and WSIB clearance letter, as required, with the Township within three (3) weeks of the date of the contract award and such shall be maintained until contract completion.

17.38 All participant bidders will be informed of the decision within five (5) working days and have the right to ask for the reasons as to why their bid was not selected under CFTA/CETA legislation.

Performance Security

17.39 Performance security is a guarantee of the full completion of all work as required in the bid document. Acceptable formats include:

- a) Performance Bond
- b) Labour and Material Bond
- c) Irrevocable Letter of Credit
- d) Certified cheque

17.40 Performance security is required for, but not limited to, construction, renovation, demolition, service contracts (when working on Township property), and supply and installation of equipment for expenditures exceeding \$50,000.

17.41 A Performance Bond and Labour and Materials Bond are required for all construction projects exceeding \$200,000 for a minimum of 50% of the bid amount. For all other requirements, the Department Head shall determine the financial amounts of the performance security.

17.42 All performance security must be in original form, signed and sealed as applicable. No faxes or photocopies will be accepted.

Insurance Certificate

17.43 The successful bidder shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Township with evidence of:

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2,000,000. per occurrence / \$2,000,000. annual aggregate but recommends \$5,000,000 per occurrence/\$5,000,000 annual aggregate. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; tenants' legal liability; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

If applicable, coverage shall not contain any exclusions of liability for damage, etc., to property, building or land arising from:

- a) The removal or weakening of support of any property, building or land whether such support is natural or otherwise,
- b) The use of explosives

Such insurance shall add the Corporation of the Township of North Glengarry as Additional Insured subject to a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000. inclusive for each and every loss.

17.44 The Policies shown above shall not be cancelled or materially changed unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation or change. Any and all deductibles shall be the sole responsibility of the Named Insured and the Township shall bear no cost towards such deductible. Additionally, the Township shall not be responsible for any damage to the property / equipment owned by contractor.

17.45 The Township reserves the right to request additional insurance to address exposures.

17.46 The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township. The contractor shall provide the Town with a certificate of insurance evidencing the above noted cover prior to commencement of the operations.

17.47 In addition to the General insurance, the contractor shall provide evidence of valid WSIB or its equivalent.

18. REQUEST FOR PROPOSAL

18.1 Department Heads or the CAO may use a Request for Proposal (RFP) in place of a quotation or tender when goods and services cannot be specified or when alternative and innovative solutions are sought.

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

- a) Introduction – general statements regarding the purpose of the RFP, background information, historical data, etc.
- b) Scope of work or deliverable – outline the objectives, goals and requirements.
- c) Evaluation criteria.
- d) The closing date and time for receipt of proposals, location where proposals are to be submitted and the name and phone number of the contact person.

18.3 The RFP process shall follow the same procedures outlined in Section 16 above for formal quotations except that the RFP document and evaluation criteria shall be approved by the Department Head and CAO prior to issuance of the Request for Proposal.

18.4 Depending on its terms, the process may involve negotiations subsequent to the submission of proposals on any or all of the specifications, contract terms, and prices.

18.5 Any expected budget variances shall be reported to Council and the CAO for approval as outlined in Section 9.2.

19. MULTI-YEAR CONTRACTS

19.1 To maintain competitive process for longer term services while providing the economies of continuous service, the Township may call for proposals for the following services for a maximum term of five (5) years:

- a) Banking;
- b) Consultants;
- c) Employee benefits brokers;
- d) Financial Auditors
- e) General Insurance brokers;
- f) Tax Sales Consultants;
- g) Construction Services;
- h) Materials and Supplies;
- i) Maintenance Services.

19.2 Multi-year service contracts shall be authorized by the CAO in consultation with the Department Head where the annual financial implications of said contract do not exceed the spending limit of the Department Head.

19.3 Multi-year service contracts shall be authorized by Council where the annual financial implication of said contract exceeds the spending limit of the Department Head. Spending limits for multi year contracts are based on the total life of the contract under CETA/CFTA legislation and appropriate approval limits must be considered (i.e. a 5-year contract at \$20,000/year equates to a total contract value of \$100,000 so Council approval is required).

19.4 Multi-year service contracts shall be authorized by Council where the annual financial implication of said contract exceeds \$100,000.

20. PROFESSIONAL SERVICES

20.1 An RFP shall be issued for the provision of insurance, audit and banking services for a term of five (5) years with a possible extension of an additional year.

20.2 Engineering services shall be procured through the following process:

- a) An RFP shall be issued for the provision of on-going general engineering support services with a value of \$50,000 or less per project for a term of five (5) years with a possible extension of an additional year.
- b) An Expression Of Interest (EOI) shall be issued to pre-qualify engineering consulting firms for the provision of on-going engineering services for a term of five (5) years with a possible extension of an additional year.
- c) The EOI shall be advertised and open to the public and shall identify the evaluation criteria established by the Department Head in consultation with the CAO and/or Treasurer. The criteria shall include, but is not limited to, the expertise and reputation of the firm being considered.

d) The Department Head shall review the EOI submissions and prepare a report to Committee detailing the evaluation process and the selection of three (3) engineering firms. Final approval shall be provided by Council resolution.

e) An RFP shall be issued to the pre-qualified firms for specific projects with engineering services with a value greater than \$50,000.

21. SINGLE SOURCE PURCHASING OR PURCHASING BY NEGOTIATION

21.1 Where a Department Head deems it appropriate or in the best interest of the Township to acquire goods or services from a particular source or by negotiation with one or more vendors, the formal purchasing process may be waived by Council under the following conditions:

a) The good or service is only available from a sole source.

b) Extension of an existing contract would prove more cost-efficient or beneficial.

c) When the required item is in short supply due to market conditions.

d) When it is necessary to ensure compatibility with existing products or to avoid violating warranty/guarantee requirements when service is provided.

e) When two or more identical bids have been received.

f) When no compliant or viable bids are received in a competitive process.

22. EMERGENCY PURCHASES

22.1 In the case of an emergency, during normal business hours, which requires the immediate purchase of goods or services, the following procedures are required:

a) The Department Head, or designate, shall be authorized to purchase the necessary goods or services with a value of \$25,000 or less upon consent of the CAO and shall report all such actions to Council.

b) The CAO or Department Head shall be authorized to purchase the necessary goods or services with a value of more than \$25,000 upon consent of the Mayor and shall report all such actions to Council.

22.2 In the case of an emergency, outside of normal business hours, which requires the immediate purchase of goods or services to prevent serious delays in the operation of the department or further damage, or to restore minimum services, the Department Head, or designate, may purchase the necessary goods or services and shall report all such actions to the CAO and Council.

23. SEVERABILITY

23.1 If a court of competent jurisdiction should declare any section or part of a section of this By-Law to be invalid such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of this By-law and it is hereby declared that the remainder of this By-law shall be valid and shall remain in force.

23.2 Where the provisions of this By-law conflict with the provisions of any other By-law or Act, the more restrictive provisions shall apply.

PROCUREMENT POLICY

Exemptions

1. Petty Cash items not exceeding \$100;

2. Training and Education including:
 - a) Conferences;
 - b) Courses;
 - c) Conventions;
 - d) Memberships;
 - e) Seminars;
 - f) Periodicals;
 - g) Staff and Council training;
 - h) Staff and Council development;
 - i) Staff and Council workshops.

3. Employee Expenses including:
 - a) Meal allowances.
 - b) Travel and hotel accommodations.
 - c) Miscellaneous non-travel.

4. Employer's General Expenses including:
 - a) Payroll deduction remittances;
 - b) Licenses (vehicles, elevators, radios etc.);
 - c) Debenture payments;
 - d) Grants to agencies;
 - e) Payments of damages;
 - f) Tax remittances;
 - g) Charges to/from other Government or Crown Corporations;
 - h) Employee income including remuneration for Council, Committees, Appointees and Volunteer Firefighters;
 - i) Lease payments.

5. Professional and Special Services including:
 - a) Witness fees;
 - b) Arbitrators;
 - c) Legal settlements;
 - d) Insurance claims;
 - e) Software Maintenance or License Fees
 - f) Real estate appraisals;
 - g) Legal services;
 - h) Surveying services.

6. Utilities including:
 - a) Postage;

- b) Water and sewer charges;
- c) Hydro, natural gas;
- d) Telecommunications.

**SCHEDULE "B" TO BYLAW
PROCUREMENT POLICY - SUMMARY OF THRESHOLDS**

Purchase Threshold	Purchase Type	Method	Advertising	Approval
Up to and including \$5,000	Standard inventory item, small equipment, services or facilities in order to maintain a required level of service	Verbal quotes	Not required	Department Head shall authorize individuals to purchase and limits on spending authority
Over \$5,001 up to and including \$10,000	Informal quotation	Two verbal or written quotes should be obtained	Not required	Department Head approval required prior to purchase transaction
Over \$10,001 up to and including \$25,000	Informal quotation (RFQ)	Every reasonable effort shall be made to obtain a minimum of three (3) written or verbal quotes	All the discretion of the Department Head	Department Head approval required prior to purchase transaction
Over \$25,001 up to and including \$50,000	Tender, Request for Proposal or Formal Request for Quote (RFT, RFP, RFQ)	Formal competitive bid process administered by authorized personnel of the requesting department - 3 written quotes (if possible) for consideration	Advertised on the Township website and/or other procurement websites.	CAO approval required prior to purchase
Over \$50,000	Formal Tender	Formal competitive bid process administered by authorized personnel	Public advertisement in local publications and advertised on the Township website	CAO approval required if purchase is less than \$100,000. Council approval required prior to purchase when \$100,000 is exceeded.

Single Source Purchasing	Single or sole source	Purchase process at the discretion of Department Head and CAO	Not applicable	Requesting Department must obtain council approval to award
Emergency Purchase	Purchase as per emergency procedures	Process at the discretion of the Department Head and CAO	Not applicable	Department Head must first obtain the approval of the CAO. Report to council at the first meeting following the emergency.
Multi Year Contracts	Contracted services with a term or more than one year	Formal competitive bid process administered by authorized personnel of the requesting department - 3 written quotes (if possible) for consideration	Advertised on the Township website an0/or other procurement websites.	Total cost of the entire contract over the term determines approval authority.