

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
PURCHASING BY-LAW 222-2021

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THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

BY-LAW NO. 222-2021

A BY-LAW TO GOVERN THE PROCUREMENT AND DISPOSAL OF GOODS AND SERVICES

WHEREAS Section 270 (1) of the Municipal Act, 2001 provides that a municipality shall adopt policies with respect to its procurement of goods and services;

AND WHEREAS this by-law establishes the authority and sets out the policies and methods by which goods and services will be procured and disposed of for the purposes of The Corporation of the County of Prince Edward, subject to certain exceptions set out herein;

NOW THEREFORE the Council of The Corporation of the County of Prince Edward enacts as follows;

1. PURPOSE & DEFINITIONS

- 1.1 This By-law outlines the guiding principles of public procurement and the approach that all County departments and its local boards, and committees will take when procuring goods, services or construction.
- 1.2 The goals, purposes and objectives of this By-law are to:
 - i. promote and maintain the integrity, fairness and openness of the procurement process;
 - ii. obtain the Best Value by ensuring quality, efficiency and effectiveness.
 - iii. promote procurement processes and decisions that are in compliance with applicable legislation and trade agreements and that are consistent with the strategic objectives and policies established for the County.
 - iv. encourage environmentally responsible and sustainable procurement while maintaining fiscal prudence.
- 1.3 In order to achieve these goals, the County shall:
 - i. adopt procurement methods and processes in accordance with current industry standards;
 - ii. standardize processes;
 - iii. obtain the Best Value for the County when procuring Goods, Services and/or Construction, considering the total cost, quality, service, availability, and other matters relevant to the County;

- iv. encourage competition amongst Suppliers using open, transparent and fair processes;
- v. provide clear direction and accountabilities, thus protecting the County, Suppliers and staff;
- vi. consider accessibility tools and functionality for persons with disabilities when procuring Goods, Services or Construction;
- vii. be environmentally conscious when procuring goods, services or construction;
- viii. where beneficial, cooperate with other public agencies in order to obtain Best Value;
- ix. ensure ethical purchasing practices are used by all Council members and employees of Prince County;
- x. avoid conflicts between the interests of the County and those of the County's employees and members of Council;
- xi. ensure fairness between bidders, as determined by the County;
- xii. ensure objectivity in the procurement process, where feasible; and
- xiii. minimize risk to the County.

DEFINITIONS

1.4 In this By-law,

"Agreement" means a written document between the County and another party for the procurement of Goods, Services and/or Construction pursuant to this By-law. Also called "Contract";

"Award" means authorization to proceed with the purchase of Goods, Services and/or Construction from a chosen supplier;

"Best Value" means the optimal balance of performance and cost determined in accordance with the pre-defined criteria. It may include a time horizon that reflects the overall life cycle of the purchase.

"Bid" means an offer or submission from a supplier in response to a procurement process, which may be subject to acceptance or rejection;

"Bidder" means any proponent, bidder, tenderer, or proposed supplier responding to any Bid issued by the County;

"Bid Bond" means the form of security required by the terms and conditions of Bid Solicitation documentation to ensure that the successful bidder enters into a contract with the County;

"Bid Deposit" means a deposit of funds required by the terms and conditions of Bid Solicitation documentation to guarantee that the successful bidder enters into a contract with the County;

"Bid Solicitation" means a formal request for bids that may be in the form of a Request for Quotation, Request for Tender, or Request for Proposal;

"Chief Administrative Officer" or **"CAO"** means the County's appointed Chief Administrative Officer (CAO), or Designate;

"Certificate of Clearance" means a certificate issued by an authorized official of the Workplace Safety and Insurance Board (WSIB) in compliance with the *Workplace Safety and Insurance Act, 1997*, specifically Part XII, s. 141(10) as amended;

"Committee" means an advisory group of appointed residents that are established by Council for the purpose of dealing with a specific issue. Advisory committees play an important role in providing input on proposed policy and County initiatives. Committees have a clearly defined terms of reference document which outlines the mandate and parameters for committee activity. Committees are accountable to Council for its actions through the appropriate Committee Reports on Council agendas.

"Conflict of Interest" means a situation where a personal or business interest of a Councillor, officer or employee of the County is in conflict with the best interests of the County, and includes:

- i. the giving or receiving of a direct or indirect personal gain or benefit, or a direct or indirect advantage or privilege, by any business or individual that provides advice, Goods, Services and/or Construction to the County or a family member of such business that provides Goods, Services and/or Construction;
- ii. employment by the County; and
- iii. a direct or indirect interest in any business that provides Goods, Services and/or Construction to the County;

"Construction" means services and materials relating to construction of buildings, roads, under/ground services and other facilities and structures or any combination thereof;

"Contract" means a binding agreement between two or more parties that creates an obligation to do or provide Goods, Service, or Construction or combination thereof;

"County" means The Corporation of the County of Prince Edward and its local boards;

"Council" means the municipal Council for The Corporation of the County of Prince Edward;

"Consultant" means a person or entity that provides expert or strategic advice and/or services including but not limited to architecture, engineering, environmental, planning or other disciplines;

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

"Delegated Authority" means the Council-approved legal right to conduct the tasks outlined in this By-law;

"Department" means any department of the County, the operation of which a Department Head and/or Director is responsible for;

"Department Head" means a Director, Administrator or Manager of the County who is responsible for the operation of a Department, or Designate;

"Designate" means a person authorized by the Chief Administrative Officer, a Director, Director of Finance or Department Head to act on his/her behalf, for the purpose of this By-law;

"Director" means the individual occupying the office of a Director for The Corporation of the County of Prince Edward, or such successor office as the case may be;

"Direct Purchase" means a non-competitive process whereby a person or entity is sought to supply goods, services or construction;

"Director of Finance" means the Director of Finance, or designate who is responsible for the operation of the Purchasing Division;

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

"Expression of Interest" means a written detailed proposal submitted in response to a Request for Expression of Interest;

"Emergency" means a situation where the immediate purchase of Goods and/or Services is essential to prevent a threat to health, welfare, safety of people, or any further damage to property, or to restore, or prevent serious delays in the delivery or restoration of, municipal services;

"Fair Market Value" means the price that would be paid, in an open and unrestricted market, by a knowledgeable and willing purchaser to a knowledgeable and willing vendor, both of whom are dealing at arm's length, are fully informed and are not under any compulsion to transact with one another;

"Good(s)" means moveable property including, the costs of installing, operating, maintaining or manufacturing such moveable property, and raw materials, products, supplies, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a Construction Contract;

"Highest Scoring Bid" means the Bid that would provide the County with the desired Goods, Services and/or Construction at the optimal value, considering all parameters relevant to the Bid and having the highest score using the evaluation criteria determined by the County;

"HST" means the Harmonized Sales Tax in Ontario;

"In House Bid" means a bid from an internal staff-working group, comprised of one or more persons, which competes with external entities for procurement opportunities;

"Insurance Documents" means documents issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario certifying that the Bidder is insured in accordance with the County's insurance requirements as contained in the bid documents;

"Invitational Bid" means that a specific number of suppliers will be requested in writing to submit bids;

"Labour and Material Bond" means a bond issued by a surety company licensed to operate in the Province of Ontario to ensure that the contractor will pay his or her direct subcontractors and/or suppliers for labour and materials to protect the Corporation against liability to the contractor's direct subcontractor and suppliers should the Contractor not make proper payments;

"local board" as defined by the *Municipal Act, 2001*, as amended, means a municipal service board, housing corporation, public library board, board of health, police services board, or any other board, commission, committee, body

or local authority established or exercising any power under any Act with respect to the affairs or purposes of the municipality.

"Maintenance Bond" means a bond issued by a surety company licensed to operate in the Province of Ontario to guarantee against any possible defects (on contractor work) after the completion of a contract for a specified period of time;

"Municipality" means the geographic limits of the municipality of the County of Prince Edward;

"Payment Security" means the form of security required by the terms and conditions of Bid Solicitation documentation to guarantee the payment of labour and materials to be supplied in connection with a Contract, which may include a labour and materials bond;

"Performance Bond" means a bond issued by a surety company licensed to operate in the Province of Ontario to guarantee that the contractor will carry out the work in accordance with the terms of the contract;

"Price Agreement" means an agreement between the County and the supplier of a Good, Service or Construction arrived at following a competitive tender or proposal process, whereby the supplier commits to the County to provide Goods, Services or Construction, as and when needed by the County, at a pre-determined price, for a pre-determined period of time, upon pre-determined terms and conditions;

"Pre-qualification Submission" means a detailed written proposal submitted in response to a Request for Pre-qualification but which does not create any contractual obligation between the party submitting the Pre-qualification Submission and the County, but which may be a pre-condition to further procurement Contracts with the County;

"Procurement" means the purchasing, renting, leasing, or otherwise acquiring of supplies, services, or construction; includes all functions that pertain to the acquisition, including description of requirements, selection and solicitation of sources, preparation and award of contract; and all phases of contract administration such as inventory control, receiving, inspection (all as applicable); and disposal;

"Proposal" means an offer submitted in response to a Request for Proposal, acceptance of which may be subject to further negotiation;

"Purchase" means to acquire Goods, Services and/or Construction by purchase, rental, lease or trade;

"Purchase Order" means a written order to a supplier formally stating all terms and conditions for the purchase of Goods, Services and/or Construction or a written acceptance of an offer received in accordance with the requirements of this By-law;

"Purchasing Clerk" means the person so designated by the County;

"Purchasing Division" means the County's Department responsible for purchasing Goods, Services and/or Construction for the County in accordance with the requirements of this By-law;

"Quotation" means a binding offer submitted in response to a Request for Quotation;

"Request for Expressions of Interest" (RFEI) means a request made by the County to the market place for the purposes of compiling a list of persons or corporations who may be interested in providing Goods, Services and/or Construction to the County from time to time;

"Request for Information" (RFI) means a general market research tool used to determine what products and services are available, scope out business requirements, and/or estimate project costs before a competitive process;

"Request for Pre-qualification" (RFPQ) means a request for the detailed submission of the experience, financial strength, education, background and personnel of persons, firms or corporations who may, from time to time, qualify to supply Goods, Services and/or Construction for the County;

"Request for Proposal" (RFP) means a request for proposals which may or may not result in further negotiation, or the creation of contractual obligations between the parties, depending on the terms of the Request for Proposal;

"Request for Quotation" (RFQ) means a request for Quotations for the provisions of Goods, Services or Construction to the County;

"Request for Tender" (RFT) means a competitive procurement process for obtaining bids based on precisely defined requirements for which a clear or single solution exists;

"Restricted Parties" includes any person who would be defined to be in a conflict of interest under the provisions of the *Municipal Act, 2001* or any other applicable legislation or under the County's Conflict of Interest Policy and any parties who have had direct, recent or current involvement in any selection process in respect of the purchase in question;

"Sealed Bid" means a formal sealed submission received in response to a request for bids;

"Service(s)" means services provided to the County, generally by individuals or organizations who possess specific knowledge, technical skills or unique abilities, but excludes services relating to a Construction Contract unless otherwise stated;

"Single Sourcing" means the procurement of a good or service from a particular vendor rather than through the solicitation of bids from other vendors who can provide the same item;

"Sole Sourcing" means the procurement of a good or service that is unique to a particular vendor and cannot be obtained from another source;

"Substantive Objection" means a written objection provided to the Purchasing Division or the Director by an interested party giving specific reasons for the objection, which after legal review, is determined not to be trivial, unsubstantiated, or vexatious;

"Successful Bid" means the Bid that would provide the County with the best product or Service as measured by the evaluation criteria and which is compliant;

"Supplier" means a person carrying on the business of providing Goods, Services or Construction also called "Vendor";

"Two-envelope Approach" means a process in which a bid is submitted in two sealed envelopes. The technical and qualitative information is submitted in the first envelope and the price information is provided in the second envelope. The second envelope is only opened if the first envelope shows the Bidder to be qualified, compliant and meeting the minimum evaluation rating if so established; and

"Vendor" means a party that supplies Goods, Services or Construction to the County. Also called "Supplier".

2. GENERAL PROVISIONS

2.1 This By-law shall apply to all departments, local boards and committees of the County.

2.2 The policies and procedures prescribed in this By-law, including all of the purposes, goals and objectives of Section 0 hereof, shall be followed for the procurement of all Goods, Services and/or Construction and for the awarding of any Contract for such items by the County or any of its officers and employees.

- 2.3 No procurement or purchase shall be arranged or made to avoid the application of the By-law.
- 2.4 This By-law shall not apply to the procurement of items listed in Schedule A Exceptions.
- 2.5 Notwithstanding provision 2.4, the Director of Finance may request that the purchase of any particular Goods, Services and/or Construction under Schedule A adheres to the provisions of this By-law where reasonable and appropriate to do so, and in the best interest of the County.
- 2.6 **Total Project Cost:** Where this By-law prescribes financial limits on purchases that may be Awarded on the authority of staff approval authority, or provides for financial limits on purchases required to be reported to Council, for the purpose of determining whether a purchase falls within these prescribed limits, the purchase amount shall be the sum of all costs to be paid to the supplier for that purchase less all taxes and less any rebates.
- 2.7 Notwithstanding the provisions of this By-law, every bid document issued by the County shall contain a provision that the County shall have the right to terminate the procurement and/or reject the lowest or any bid at its absolute discretion, and that the County also reserves the right to reissue the bid document in its original form, without penalty.

3. AUTHORIZATIONS

3.1 Authority to Authorize Procurement Processes

- 3.1.1 Council has ultimate authority for all expenditures. Council provides the authority to staff for the initiation and completion of procurement processes for Goods, Services and/or Construction through the authorization of annual budgets or resolution.

3.2 Authority to Award

- 3.2.1 The authority to Award is hereby expressly delegated to staff for all procurement related to operations and capital works that have been approved in the annual budgets, with the following exceptions

- a) Any Contract requiring approval from the Local Planning Appeals Tribunal or similar administrative tribunal;
- b) Any Contract prescribed by Statute to be made by Council;
- c) Any Contract where the awarded bid price is outside of the parameters set out in Section 13.5 or anticipated to be outside of such parameters;

- d) Any contract where the award is not being recommended to the lowest bidder or the highest scoring proposal;
- e) Any contract anticipated to be financed by debentures; or
- f) Where Council direction has been provided to have Council make the Award directly.

4. ETHICS & RESTRICTIONS

- 4.1 No Contract for Goods, Services or Construction may be divided into two or more parts to avoid the application of the provisions of this By-law.
- 4.2 No personal purchases shall be made by the County for members of Council or any appointed member of a local board or commission or for County employees or their immediate families.
- 4.3 No employee of the County having responsibility for declaring Goods surplus or sending items to a public auction, members of their immediate family, or member of Council may bid on any of the County's surplus goods.
- 4.4 No employee or Council member shall purchase, on behalf of the County, any Goods, Services or Construction, except in accordance with the requirements of this By-law.
- 4.5 Restricted Parties are not eligible to participate as an employee, advisor, consultant, investor, member, shareholder, director, officer, or in any other capacity with any Bidder, proponent, or proposed supplier of Goods, Services and/or Construction under any Bid. The County may, in its sole discretion, disqualify any Bidder or terminate any Contract awarded to any Bidder, who uses a Restricted Party as part of any Bid, or who is affiliated with any Restricted Party.
- 4.6 No Councillor, officer or employee or member of an employee's family of the County shall accept, directly or indirectly, from any person, company, firm or corporation to which any purchase order or contract is, or might be awarded, any rebate or gift or money that could be construed to be of sufficient value to influence the actions of the Councillor, officer or employee.
- 4.7 All procurement undertaken by the County shall be undertaken in accordance with the County's codes of conduct, policies and procedures manual and in accordance with the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50.
- 4.8 Where an applicable national or international trade agreement is in conflict with this By-law, the trade agreement shall take precedence.

- 4.9 All procurement documents, policies and contracts shall comply with the provisions of the *Construction Act*, R.S.O. 1990, c. C.30.
- 4.10 Where applicable, each of the procurement procedures set out in this By-law shall be undertaken in compliance with the following steps:
- i. The scope of the Goods, Services and/or Construction shall be clearly and extensively defined by the Bid Solicitation documentation; and
 - ii. The form of Bid Solicitation documentation shall be, to the extent possible, standardized using common forms and processes.

5. RESPONSIBILITIES

- 5.1 The Director of Finance hereby has given the responsibility of operating a Purchasing Division on behalf of the County in accordance with the requirements of this By-law including ensuring compliance with this By-law. The Director of Finance will be responsible for:
- a) conducting periodic internal audits to ensure compliance;
 - b) addressing and, where possible, resolving issues or concerns that arise in respect of a procurement process or the application and interpretation of this By-law and the County's procurement procedures and protocols and seeking guidance and advice from the CAO as required;
 - c) referring unresolved issues or concerns raised by the County's employees to the CAO, as necessary
 - d) Ensuring proper internal controls including segregation of duties;
 - e) Approving amendments to purchasing procedures to implement council approved purchasing policies and this By-law.
- 5.2 It is the role of Directors to ensure that their requirements for Goods, Services and/or Construction are met in accordance with the requirements of this By-law. In fulfilling this role, Directors, or designate, are responsible for: shall be responsible for and shall have authority for all procurement activity and decisions within their Department, subject to all of the following;
- a) All of the purposes, goals and objectives of Section 0 of this By-law shall be complied with;
 - b) All procurement activities and decisions must be authorized by this By-law and must be carried out within the financial and other limits set out herein;

- c) Monitoring all contract expenditures to ensure compliance with financial limits;
- d) Identifying and addressing non-compliance with this By-law and applicable procedures and protocols within their Department;
- e) Upon discovery of instances of non-compliance, notifying the Purchasing Clerk and consulting with the Director of Finance to obtain advice with respect to mitigating potential risks to the County arising from the non-compliance; and
- f) No procurement activity or decision shall be contrary to any specific direction of the Chief Administrative Officer, Director of Finance, or Council.

5.3 The Purchasing Division, under the direction of the Director of Finance, shall be responsible for:

- a) Providing procurement advice and support, including all forms, Contracts, Bonds and all other Bid Solicitation documentation required by each department, the Chief Administrative Officer and Council for the purposes of fulfilling the procurement needs of the County;
- b) The development of co-operative purchasing plans with other levels of government, other governments and local boards, agencies or commissions, where same is found to be in the financial best interest of the County and serving as the County's representative.
- c) The standardization of all Goods, Services and/or Construction contracts, where possible;
- d) The disposal of Goods which has been declared surplus by a Director.
- e) Researching developments in Canadian public procurement requirements and best practices and recommending updates to this By-law and the County's procurement procedures and protocols to reflect such developments and support the County's procurement goals and objectives;
- f) The consolidation of all similar goods and services(s) where appropriate and possible;
- g) Adopting and modifying procurement procedures to be followed by County staff; and
- h) Ensuring the consistent application of procurement procedures and protocols and providing procurement services in an efficient and diligent manner.

- 5.4 Periodically, due to the nature of the proposed project, a consultant may be retained to facilitate the procurement process. Notwithstanding the foregoing, it shall be the responsibility of the appropriate Director and/or Department Head in concert with the Purchasing Clerk, to ensure that the provisions of this By-law are adhered to by the consultant.
- 5.5 The Chief Administrative Officer has the authority to:
- a) Instruct Directors not to award Contracts and to submit recommendations to Council for approval and may provide additional restrictions concerning procurement where such action is considered necessary and in the best interest of the County;
 - b) To award and execute contracts as a result of a Bid or Bid Solicitation provided the award meets the following criteria:
 - i. the award is within the Chief Administrative Officer's Approval Authority;
 - ii. the award is to the lowest responsive and responsible Bidder or the award is to the highest evaluated responsive and responsible Proponent;
 - iii. no challenges to the Bid process were made;
 - c) Award contracts during the time that regular Council meetings are suspended, during a period of recess, or for an emergency, the Chief Administrative Officer shall be authorized to award contracts as a result of a Bid or Bid Solicitation that normally would require Council approval, provided that a report is submitted to Council, as soon as reasonably possible, setting out the details of any contract awarded pursuant to this authority; and
 - d) Delegate spending authority limits to staff in accordance with the requirements of this By-law and all applicable policies.
 - e) Establish procedural guidelines in the application of the by-law and make routine changes to the procedures, as required.
- 5.6 This purchasing By-law and associated policies may be overridden through specific direction by Council in the event Council determines it to be appropriate and in the best interests of the County.
- 5.7 The exercise of all authority to award a Contract is subject to the identification and availability of sufficient funds in accordance with Approval Authorities.

6. PRESCRIBED COUNCIL APPROVAL

- 6.1 Despite any other provision of this By-law, the following acquisitions are subject to Council approval:
- a) Any acquisition or contract requiring approval from the Local Planning Appeal Tribunal;
 - b) Any acquisition or Contract prescribed by statute to be made by Council;
 - c) Where a Substantive Objection emanating from the Bid solicitation has been filed with the Purchasing Clerk;
 - d) Where a major irregularity precludes the Award of a Tender to the supplier submitting the highest Scoring Bid;
 - e) Where authority to approve has not been expressly delegated; and
 - f) Where the purchase amount proposed for acceptance is higher than the Council approved estimates or budgeted amounts and the necessary adjustments cannot be made within Budgeted Goods, Services and/or Construction Reallocation authorities;

7. VENDOR CONDUCT AND CONFLICTS OF INTEREST

- 7.1 The County expects its vendors to act with integrity and conduct business in an ethical manner.
- 7.2 The County may refuse to do business with any vendor that:
- a) Has engaged in illegal or unethical bidding practices;
 - b) Has an actual or potential Conflict of Interest.
- 7.3 Illegal or unethical bidding practices include, but are not limited to:
- a) Bid-rigging, price-fixing, bribery or collusion or other behaviours or practices prohibited by federal or provincial statutes;
 - b) Attempting to gain favor or advantage of offering gifts or incentives to County employees, members of Council or any other representative of the County;
 - c) Lobbying members of Council or employees or engaging in any prohibited communications during a procurement process;
 - d) Submitting inaccurate or misleading information in response to a procurement opportunity; or

- e) Engaging in any other activity that compromises the County's ability to run a fair procurement process.
- 7.4 All vendors participating in a procurement process must declare any perceived, potential or actual conflicts of interest.
- 7.5 Where a vendor, a consultant or an individual participates in the development of a bid call document or the specifications, in whole or part, that vendor, consultant or individual shall not be permitted to submit a bid for the subsequent acquisition of deliverables arising from the resulting bid call document.
- 7.6 Notwithstanding Section 7.4, the Director of Finance has the discretion to allow a bid from the referenced entities where it is clear, in the Director of Finance's sole discretion, that there would be no advantage for the referenced entities to bid.

8. BIDDER EXCLUSION

- 8.1 Without limiting or restricting any other right or privilege of the County and regardless of whether or not a Bid otherwise satisfies the requirements of an RFx, the County may bar a Vendor, refuse any Bid from a Vendor, or remove the Vendor from a prequalified Vendor list where:
- 8.2 There is supporting evidence that the commercial integrity of the Vendor has been impaired by the act(s) or omission(s) of such Vendor, including but not limited to, any one or more of the following having occurred within the five (5) year period immediately preceding either the date on which the RFx is released or while the Vendor is on the prequalified Vendor list:
 - i. the County commenced litigation against the Vendor for wrongdoing;
 - ii. act(s) or omission(s) resulting in a claim by the County under any security submitted by the Vendor on a RFx, including but not limited to a bid bond, a performance bond, or warranty bond;
 - iii. the failure of the Vendor to pay, in full, all outstanding payment (and where applicable, interest and costs) owing to the County by such Vendor, after the County has made demand for payment of the same;
 - iv. the Vendor's refusal to follow reasonable directions of the County or to cure a default under any contract with the County as and when required by the County;
 - v. the Vendor's refusal to enter into a Contract with the County after the Vendor's Bid has been accepted by the County;
 - vi. poor performance of a Vendor, including the Vendor's refusal to perform or to complete performance of a Contract with the County;
 - vii. the Vendor having unlawfully or unreasonably threatened, intimidated, harassed, or otherwise interfered with an attempt by any other

- prospective Vendor to Bid for a County Contract or to perform any Contract awarded by the County to that Vendor;
- viii. the Vendor having discussed or communicated, directly or indirectly, with any other Vendor or their agent or representative about the preparation of the Vendor's Bid including, but not limited to, any connection, comparison of figures or arrangements with, or knowledge of any other Vendor making a Bid for the same work except in the instance of a joint venture Bid where one is permitted;
 - ix. the Vendor having unlawfully or unreasonably threatened, intimidated, harassed, assaulted or committed battery against, or otherwise interfered with an official, employee, representative, agent or independent consultant or contractor of the County in the performance of his or her duties or in any way attempted to influence such persons;
 - x. the Vendor having on one or more occasions, in the performance of a Contract with the County, deliberately, with willful blindness or negligence, save and except an inadvertent error corrected to the satisfaction of the County within a reasonable time, as determined by the County:
 - 1. over-billed, double-billed and/or retained a known over-payment, or has failed to notify the County of an over-payment or duplicate payment;
 - 2. billed for items not supplied;
 - 3. billed for items of one grade, while supplying items of an inferior grade;
 - 4. made a misrepresentation as to the quality or origin of Goods, their functionality or suitability for a purpose, or their performance characteristics;
 - 5. submitted false or misleading information to the County;
 - 6. acted in conflict with the County's interests;
 - 7. misappropriated any property or right of the County, in any form; or
 - 8. committed any other form of deceptive practice.

OR

- xi. any other act or omission by the Vendor that the County deems to impair the commercial relationship between the County and the Vendor.

8.3 There is supporting evidence that it would not be in the best interests of the County to enter into a Contract with the Vendor, including but not limited to:

- a) The Vendor has been declared bankrupt or is insolvent.

- b) The conviction of that Vendor or any person with whom that Vendor is not at arm's length within the meaning of the Income Tax Act (Canada) of an offence under any taxation statute in Canada;
 - c) The conviction or finding of liability of that Vendor under the Criminal Code or other Legislation or law, whether in Canada or elsewhere and whether of a civil, quasi-criminal or criminal nature, of moral turpitude including but not limited to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation;
 - d) The conviction or finding of liability of that Vendor under any environmental Legislation, whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that Vendor for the environmental well-being of the communities in which it carries on business;
 - e) The conviction or finding of liability of that Vendor relating to product liability or occupational health or safety, whether in Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that Vendor for the health and safety of its workers or customers; or
 - f) The conviction or finding of liability of that Vendor under the financial securities Legislation whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that Vendor for its stakeholders.
- 8.4 For the purposes of this Part, a reference to a Vendor shall also include: an officer, a director, a majority or controlling shareholder, or a member of the Vendor, if a corporation; a partner of the Vendor, if a partnership; any corporation to which the Vendor is an affiliate of or successor to, or an officer, a director or a majority or controlling shareholder of such corporation; and any person with whom that the Vendor is not at arm's length within the meaning of the *Income Tax Act* (Canada).

9. BIDDER COMPLAINT RESOLUTION

- 9.1 The County encourages the use of open and competitive procurement processes and the objective and equitable treatment of all Vendors.
- 9.2 Any Vendor that wishes to challenge or is otherwise aggrieved by a decision made by the County, its staff or Council under this By-law is required to provide a written complaint to the Purchasing Clerk, within five (5) business days of the date of the award or other decision.

- 9.3 Jointly the Purchasing Clerk and Director Finance and applicable Department Head shall respond to the complaint within ten (10) business days.
- 9.4 In the event the Vendor is not satisfied with the response provided, they can request a meeting with the Purchasing Clerk. The Vendor's request shall be in writing and shall provide a detailed statement of the grounds of the complaint, including copies of relevant documents, and identify the form of relief requested.
- 9.5 If no resolution satisfactory to both parties has been achieved, the Vendor will have three (3) business days from the date of the meeting with the County to make a formal written request to meet with the Purchasing Clerk, the Department Head, the Director of Finance or the CAO regarding the Vendor's complaint. The Department Head, Director of Finance and CAO will make the final decision regarding the Vendor's complaint in writing.
- 9.6 In the event that the Vendor remains dissatisfied with the resolution, the Vendor may submit a bid protest to the County's solicitor.

10. CONTRACT MANAGEMENT

- 10.1 The Purchasing Clerk in tandem with the Director or Department Head (the "**Contract Manager**") is responsible for ensuring all Contract requirements are satisfied by the Vendor throughout the term, including ensuring bonds and insurance certificates, WSIB, or any specified license requirements, are provided as required by the Contract.
- 10.2 The Contract Manager must ensure proper oversight of the Vendor and proper inspection of Goods and Services throughout the Contract term, promptly report and address deficiencies in performance and keep records of Vendor performance.
- 10.3 All Contract documentation must be maintained in a central location in accordance with the County's records management and retention policies.
- 10.4 As a condition of paying for Goods and Services: (a) Department Heads or their delegate must ensure and certify that Goods and Services supplied by a Vendor conform with the requirement of the Contract; and (b) that invoices are made in accordance with provisions of the Contract.

11. VENDOR PERFORMANCE EVALUATION

- 11.1 At the completion of every Contract where the tender documents identified a performance evaluation review will be performed for Goods or Services, the Project Manager or applicable Department Head should complete a Vendor

performance evaluation (“**Vendor Performance Evaluation**”). Such evaluation must be kept in accordance with the County’s records management and retention policies and be available for review.

- 11.2 Documented poor performance or non-performance on any County Contract should be reported to the Purchasing Clerk and may be used to determine the eligibility of a Vendor to (a) continue to provide Goods, Services and/or Construction to the County on a current Contract; (b) remain a qualified Vendor; and (c) participate in future procurements as set out in Section 8 (Bidder Exclusion).
- 11.3 The Director or Department Head shall monitor the performance of all procurement Contracts and shall document evidence related to same and shall advise the Purchasing Division in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety, environmental or other violations.

12. APPROVAL AUTHORITY AND REPORTING REQUIREMENTS

12.1 Transitional Budget

- a) Pending Approval: Prior to passing of the annual operating budget, each department shall be allowed an interim appropriation of fifty percent (50%) of the previous year’s approved operating budget, and such interim appropriation shall be deemed to be for routine operating and recurring expenditures or statutory purposes unless otherwise directed by Council.

12.2 Approved Budget

- a) Formal approval of the annual operating budget and capital budget constitutes financial approval to proceed with purchases. No award of Bids will take place prior to the approval of the Budget unless the expenditure has been approved in the previous year’s Budget as a multi-year project or Section 9.1 applies.
- b) For the purpose of the relationship of price to the pre-authorized expenditure limit, sales taxes, excise taxes, HST and duties shall be excluded for the supply of Goods or Services.
- c) In the case of a multi-year supply and/or service contract, the pre-authorized expenditure limit shall refer to the estimated annual expenditure under the contract.

12.3 Budgeted Goods, Services and/or Construction

- a) The following employees and Council shall have the respective Approval Authority as set out below:

Dollar Thresholds	Approved By
Up to \$5,000*	Department Designate
Up to \$25,000*	Department Head
Up to \$75,000	Director
Up to \$250,000	Chief Administrative Officer
Over \$250,000	Council

*Director to delegate Approval Authority, delegated authority shall not exceed dollar threshold.

12.4 **Budgeted Goods, Services and/or Construction Reallocation**

- a) The Chief Administrative Officer has the authority to reallocate funds for specific line item Goods, Services and/or Construction as approved in the Annual Budget up to a maximum of 25% of the budgeted amount or \$50,000, whichever is greater. When a reallocation occurs a report to include the reason for the reallocation is to be provided to Council.
- b) A Director has the authority to reallocate funds for specific line item Goods, Services and/or Construction as approved in the Annual Budget up to a maximum of \$10,000 with the approval of the Chief Administrative Officer.
- c) A specific line item means a budgeted category, such as materials and supplies, professional and contracted services, etc. in a Departments annual budget.

12.5 **Non-Budgeted Goods, Services and/or Construction**

- a) It is recognized that unforeseen events arise and there will be requirements for the purchase of non-budgeted Goods, Services and/or Construction.
- b) The following employees and Council shall have the respective Approval Authority for non-budgeted purchases as set out below:

Dollar Thresholds	Approved By
Up to \$5,000*	Department Head
Up to \$25,000	Director
Up to \$150,000	Chief Administrative Officer

Over \$150,000 Council

* Director to delegate Approval Authority, delegated authority shall not exceed dollar threshold.

* When a non-budgeted purchase occurs a report to include the reason for the purchase is to be provided to Council;

- 12.6 Any awards made through a formal competitive bid process that were not approved by Council will be included in the monthly correspondence listing provided to Council.

13. PROCUREMENT METHODS

The following is a summary of the authorized Procurement Methods for the purchase of Goods, Services and/or Construction:

Procurement Method	Dollar Value
Petty Cash	\$250 or less
Comparison Pricing	\$2,000 or less
Informal Quotation	\$2,001 to \$5,000
Written Quotation	\$5,001 to \$25,000
Request for Quotation	\$25,001 to \$50,000

Formal Competitive Bid Process

(RFP, RFT) Greater than \$50,000

- 13.1 **Petty Cash:** Purchases may be made for items of small value by designated employees by way of a petty cash fund. A petty cash fund may be maintained in each department, as needed, and a dollar limit on the purchase of goods for services through petty cash at one time shall not exceed \$250. Petty cash vouchers are to be issued for all purchases.
- 13.2 **Comparison Pricing:** For purchases up to \$2,000 (low dollar value purchases), comparison pricing should be done where practical.
- 13.3 **Informal Quotation**
- a) For purchases between \$2,001 and \$5,000, three (3) informal quotes shall be obtained by telephone, fax, email or written request. The supplier shall be selected upon terms and conditions as determined by the Director, Department Head or designate in their sole discretion.

- b) When informal quotes are obtained, whether by telephone, fax, email or written, there is no requirement to follow the formal competitive bid. Negotiations between the Director with the vendors supplying quotes shall be permitted in an attempt to obtain the lowest quote.
- c) The Department Head may authorize such purchase, by the issuance of a purchase order, provided three written (includes facsimile or email) quotations are solicited and retained on file and to be provided to the Purchasing Clerk if requested.
- d) If three written quotes are not obtained, a written explanation shall accompany the purchase order as to why three quotations were not obtained. It is intended that provided all of the other requirements of the County are met, price will be the most important criteria in selecting the winning quotation.
- e) **Execution and custody of documents:** Since the informal bid process does not have to go through Purchasing Services, the Department Head is responsible for obtaining and maintaining the following official documents, including any renewals (if applicable):
 - A copy of the required current Certificate of Insurance from the vendor;
 - A copy of the Vendors current WSIB Certificate of Clearance;
 - A copy of the County's Health and Safety Forms;
 - The Department will issue the PO;

13.4 **Written Quotation**

- a) For purchases between \$5,001 and \$25,000, where possible, three (3) written quotes shall be obtained, unless otherwise directed by the Chief Administrative Officer.
- b) Quotations will be obtained using a form created specifically for that purpose outlining specifications and requirements so that there is no question that each vendor is provided with the same information for the purpose of submitting a bid for consideration. The supplier, who in the opinion of the Director offers the product or service in compliance to established evaluation criteria including best price will be selected. A copy of all written quotations obtained shall accompany the Purchase Order when submitted to the Purchasing Clerk. Failure to do so will result in delay of payment until proper documentation is provided by the department or it is no longer reasonable to

hold the payment in fairness to the supplier. Such activities will be reported to the Director of Finance. If obtaining three (3) quotes was not possible for any reason, a written explanation shall accompany the purchase order.

- c) If a vendor other than the lowest price is selected, a written explanation will be provided by the Department Head.

13.5 **Request for Quotation (Formal)**

- a) For purchases between \$25,001 and \$50,000, a Request for Quotation process shall be followed, unless otherwise directed by the Chief Administrative Officer. Quotations will be obtained using a form created specifically for that purpose outlining specifications and requirements prepared by the Department Head so that there is no question that each vendor is provided with the same information for the purpose of submitting a bid for consideration. The supplier, who in the opinion of the Director offers the product or service in compliance to established evaluation criteria including best price will be selected. The Purchasing Clerk shall receive quotation submission until the deadline specified in the bid document. If obtaining three (3) quotes was not possible for any reason, a written explanation shall accompany the purchase order. A copy of all written quotations obtained shall accompany the Purchase Order when submitted to the Purchasing Clerk.
- b) The County may elect to receive Bids electronically and the procurement process will be stated in the bid document.

13.6 **Formal Competitive Bid Process (RFT)**

- a) For purchases in excess of \$50,000, a formal competitive bid process shall be used, unless considered single or sole source procurement. Competitive bids may be issued in conjunction with pre-qualification. Sealed bids shall be obtained using one of the processes described in the applicable purchasing policies or procedures under "Calling of Competitive Bids". In the event that a project has direct relevance to a previous project, it must be determined if the previous supplier has a clear advantage in bidding on the next phase. The Director in consultation with the Purchasing Clerk may declare that a formal competition is not appropriate, and they would proceed under the terms of a "single" source project.
- b) The Director or of the relevant department or their designate shall evaluate all bids submitted and prepare a report with recommendation for Council's consideration. The Purchasing Clerk will prepare the summary,

Contract/Agreement and/or Purchase Order and will retain the official documentation.

13.7 **Emergency Purchases:**

- a) Notwithstanding the provisions of Section 5 & 6 hereof, where an Emergency occurs in the opinion of the Chief Administrative Officer or their designate, the following provisions shall apply:
- b) The appropriate Director shall determine the most feasible acquisition process to secure the lowest price obtainable for the Goods and/or Services required;
 - i. For purchases of Goods and/or Services with the estimated total acquisition cost not exceeding their Approval Authority the appropriate Director shall have authorization to proceed as deemed appropriate and shall record on the applicable receipts and/or invoices for emergency purchase the nature of the emergency; for purchases of Goods or Services with the estimated total acquisition cost exceeding their Approval Authority the appropriate Director shall obtain the approval of the Chief Administrative Officer.
- c) In any event, the appropriate Director shall, within two working days from the date of such purchase, submit a written report concerning the emergency purchase to the Chief Administrative Officer with a copy to the Director of Finance. Such report shall contain the nature of the emergency, the necessity of action taken, and a recommendation on how such an emergency will be prevented in the future.
- d) **Clarification:** The “emergency” exclusion is not to be used as justification for avoiding a competitive bidding process where a department has run out of time to effectively follow protocol unless failure to complete the project constitutes immediate danger to health, safety, life or property, is required by the County’s emergency management plan as excluded in Schedule A, or is identified by Council.

14. PRE-QUALIFICATION (RFPQ)

- 14.1 Request for Pre-qualification is a procurement process used to pre-qualify vendors for subsequent participation in the competitive bid process. The Pre-qualification Submissions from proponents are evaluated against selection criteria, both qualitative and technical, set out in the solicitation, and a list of pre-qualified proponents is generated. The information collected in this process may be used to “short list” potential bidders for supplying goods or services where the

timeframe is tight or in the best judgment of the Director and the Purchasing Clerk deems it in the financial best interest of the County to do so. The information collected will be kept on file by the Purchasing Clerk.

- 14.2 The Director has delegated authority to select a minimum of three (3) vendors from this list for inclusion in a competitive bid process. When in the opinion of the Director there are less than three qualified vendors, a report will be written detailing the circumstances of that decision and less than three (3) vendors may be contacted with the approval of the Chief Administrative Officer.
- 14.3 Vendors not participating in the pre-qualification process will be ineligible to compete for contracts to supply goods or services where a prequalification has been performed.
- 14.4 Selection and evaluation criteria, both qualitative and technical, will be used in determining which of the pre-qualified components is actually awarded any contract or proposal, notwithstanding pre-qualification.

15. REQUEST FOR PROPOSAL (RFP)

- 15.1 RFP shall be used when:
 - Other factors will be considered in the selection of the contract in addition to price;
 - Where it is expected that negotiations with bidders may be required with respect any aspect of the requirements for the provision of goods and/or services;
 - Where a unique proposal or solution designed to meet broad outcomes to a complex problem or need is required; or
 - Where there is no clear or single solution:
 - i. The Department Head shall prepare specifications and criteria as noted below and forward same to the Purchasing Clerk for review.
 - ii. Requests for Proposals may be sent by the Purchasing Clerk to specific bidders (a minimum of three bidders, where possible).
 - iii. The County may elect to receive Bids electronically and the procurement process will be stated in the bid document.
 - iv. The Purchasing Clerk will make available a Request for Proposal on the County's Bidding System Website.
 - v. The Purchasing Clerk shall receive the proposal submissions until the date and time specified in the proposal document. Proposal submissions will be opened by the Purchasing Clerk or a designate on the following work day or as soon thereafter as possible.
 - vi. The name of the Bidders submitting responses to the RFP will be read out at the public opening. Details of the proposal and financial information will not be publicly disclosed at the opening.

vii. Unsuccessful Bidders may, upon their request of a debriefing, meet with the User Department to review their bid submission.

- 15.2 A Two-envelope Approach may be utilized with RFP's for fair, unbiased evaluation. In the Two-envelope Approach, qualitative and technical information, without the pricing requirement, and step (2) consists of reviewing sealed proposal prices from only those proponents whose technical and/or qualitative requirements have been rated most acceptable, i.e., achieved a set threshold score on step one.
- 15.3 A report will be prepared with a recommendation for award and retained on file in the user Department and a copy be forwarded to the Purchasing Department.
- 15.4 The evaluation committee will be comprised of a mix of staff and/or department committee members as deemed appropriate by the Department Head or their designate for the project. A minimum of two people will review and score each proposal.

16. NON-COMPETITIVE PURCHASES

- 16.1 When a Director intends to select a supplier to provide Goods or Services pursuant to this section, a written information report indicating the compelling rationale that warrants a non-competitive selection will be submitted to the Chief Administrative Officer. Where the purchase exceeds the Director's Approval Authority, the Director shall submit a written request report with rationale to the Chief Administrative Officer for approval prior to the selection.
- a) **SINGLE Sourcing:** The user department must provide suitable justification for requesting a single source.
- b) **SOLE Sourcing:** The user department must attach supporting documentation from the manufacturer to support the fact that a particular item cannot be obtained from another source.
- c) Purchases may be made under Section 16 a). or 16 b). where:
- i. Due to market conditions goods is in short supply;
 - ii. There is only one source of supply for the goods or service;
 - iii. The compatibility of a purchase with existing equipment, facilities or services is of paramount consideration and that purchase must be made from a sole source;
 - iv. An item or service is purchased for testing or trial use;
 - v. The County purchases supplies for resale;

- vi. A product is leased or rented by the County with or without a credit purchase option, and such purchase option would be beneficial to the County;
- vii. The consideration for a purchase is to be paid by a third party and that third party agrees to or designates the contractor;
- viii. A situation creates immediate and serious need, which may not be reasonably met by any other procedure;
- ix. Lack of supplies or services may adversely affect the functioning of the County, threaten public or private property or the environment, or jeopardize the health or safety of the public;
- x. It is necessary to arrange interim contractual arrangements following the expiration or breach of a contract, or the receipt of unacceptable or non-competitive bids;
- xi. When no bids were received in a competitive process;
- xii. When the required item is covered by an exclusive right such as a patent, copyright or exclusion license; or
- xiii. Where supplies are offered for sale by tender, auction or negotiation, such purchase shall be deemed to be a sole source purchase.

17. CO-OPERATIVE PURCHASING

- 17.1 The County may participate with other government agencies or public authorities in co-operative purchasing where it is in the best interest of the County to do so. In this event, the purchasing policy & procedures of the lead agency shall prevail.
- 17.2 The County may Piggyback on other government agencies or public authorities Contracts where it is in the best interests of the County to do so.
- 17.3 If the County decides to participate in a Co-operative Purchase or Piggyback contract, then the policies and procedures of the government agencies or public authorities calling the Bid on behalf of the participants are to be the accepted policies and procedures, even if they conflict with the By-law.

18. PURCHASE ORDERS

- 18.1 A Purchase Order shall be issued for all procurement transactions exceeding \$2,000 unless a Contract is to be executed for the transaction or if otherwise stipulated herein.

19. RECEIPT OF GOODS

- 19.1 The Director shall,
 - a) Arrange for the prompt inspection of Goods on receipt to confirm conformance with the terms of the Contract; and

b) Inform the Purchasing Clerk, if necessary, of discrepancies.

19.2 The Director through information provided by the Purchasing Clerk shall coordinate an appropriate course of action for any non-performance or discrepancies.

20. BRAND NAMES

20.1 Any manufacturer's names, trade names, brand names or catalogue numbers mentioned are for the purpose of establishing and describing general performance and quality levels, unless specified otherwise. Such references are not intended to be restrictive and bids are invited on approved generic no-name equals and comparable equipment of any manufacturer. However, if a product other than the one specified is bid, it is the bidder's responsibility to name such product and prove to the County that said product is equal to the specifications, and to submit brochures, samples and or specifications in detail on the item(s) bid upon request. The County shall be the sole judge concerning the merits of bids submitted and it will exercise its discretion in accordance with applicable legislation, including trade agreements.

21. DISPOSAL OF SURPLUS EQUIPMENT

21.1 Surplus equipment and vehicles include all items that:

- a) Are not consumable, (i.e. supplies are consumable);
- b) Are owned entirely by the County;
- c) Are not partially owned by any Ministry of the Province or Federal governments;
- d) Are not prohibited to be transferred or sold under any applicable agreement or license with a third party;
- e) Are equipment or vehicles with a trade-in value which is considered unreasonably low.

Are declared as surplus equipment or vehicles by the appropriate Department Head and the appropriate Director. Surplus assets and vehicles shall be disposed of in accordance with the County's Procedure No: FI-270-A, as amended from time to time.

22. ACCESS TO INFORMATION

- 22.1 The disclosure of information received relevant to the issue of Bid Solicitations or the Award of Contracts emanating from Bid Solicitations shall be made by the appropriate officers in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, as amended.
- 22.2 Contents of tender documents and requests for proposals, with the exception of information read publicly at a competitive bid openings, publicly reported to Council, or contained in the Record of Documents Distributed shall be treated as confidential and protected to the extent permitted by law.

23. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

- 23.1 In acquiring goods and services for the municipality, municipal staff shall consider and have regard to accessibility issues as they may reasonably pertain to such acquisitions of goods and services and shall comply with the requirements of the County's Municipal Accessibility Plan. All new and renovated County owned facilities shall be designed to meet or exceed the legislation concerning people with disabilities.
- 23.2 Contracts for the Goods and/or Services shall include the following elements:
- a) That the Vendor shall comply with all provisions and applicable regulations of the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11 ("AODA");
 - b) That the Vendor shall ensure that its employees are trained on providing accessible customer services. Any training or training resources must conform to the legislated requirements under the AODA; and
 - c) That the Vendor shall maintain records of AODA training, including dates when training was provided, the number of employees who received the training and individual training records. Where requested by the County, the person, business or organization shall provide written proof, as well as a documentation regarding AODA training policies, practices and procedures to the County.

24. IN HOUSE BIDS

- 24.1 In House Bidding is a process that allows for the comparison of costs of having County staff complete a task versus having an outside source provide that same services. In general, when a competitive bid is called the intention is to

outsource the work. The County reserves the right, however, to consider completion of the work utilizing County staff.

25. LOCAL PREFERENCE

- 25.1 The County shall endeavor to achieve best value in its commercial transactions. Therefore, the County shall not practice local preference in awarding contracts, goods and services shall not be afforded preferential treatment under this By-law or any Bid Solicitation based on location or origin of the goods and services. This allows the County to comply with applicable trade agreements, legislative and common law requirements.

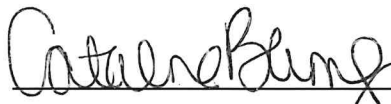
26. BID DEBRIEFING

- 26.1 The purpose of debriefing is to explain to unsuccessful vendors why their submission was not accepted, allowing them to improve their future submissions and submit more competitive bids. A debriefing establishes and maintains the County's reputation as a fair, honest and ethical entity, ensuring that high quality vendors are encouraged to make future submissions. In addition, the Purchasing Clerk can improve future bid call document by using the comments and suggestion provided by vendors.
- 26.2 The request for a debriefing shall be made by an unsuccessful vendor within fourteen (14) calendar days following the award of the contract being made public on the County's website. The vendor shall contact the Purchasing Clerk to make the request.
- 26.3 Debriefing may be conducted via telephone or in person.
- a) A debriefing may include the following, as applicable
 - b) The name(s) of the contractor,
 - c) The total evaluated price of the contractor for a request for tender.
 - d) The total evaluated score of the contractor for a request for proposal.
 - e) An outline of the reasons the vendor's submission was not successful according to the evaluation criteria and selection methodology; and
 - f) Scores achieved on all rated criteria with sufficient detail for the vendor being debriefed to understand why those scores were assigned.

27. GENERAL

- 27.1 In interpreting this By-law a reference to the singular number shall be deemed to refer to the plural and vice versa, as the context may require.
- 27.2 Schedule A attached hereto shall form part of this By-law.
- 27.3 This By-law may be referred to as the County Procurement By-law 2020.
- 27.4 If any section or sections of this By-law or parts thereof are found by any adjudicator 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 section or part of the By-law shall be deemed to be separate and independent there from and shall continue in full force and effect unless and until similarly found invalid or beyond the power of Council to enact.
- 27.5 By-law 3204-2013 and any amendments, shall be repealed effective on the coming into force and effect of this By-law.
- 27.6 This By-law takes effect on the 23rd day of November, 2021

Read a first, second and a third time and finally passed this 23rd day of November, 2021.



Catalina Blumenberg, **CLERK**



Steve Ferguson, **MAYOR**



SCHEDULE A EXCEPTIONS

This Schedule to the Procurement By-law identifies exemptions to the requirement that all procurements be undertaken pursuant to a procurement methods outlined this By-law.

Procurement staff and/or the Director of Finance must be consulted prior to embarking on any procurement outlined within this Schedule.

All agreements or contracts outlining any terms and conditions pursuant to a procurement under this Schedule shall be executed by the Director of Finance or authorized signing officers as outlined in the County's applicable execution of documents By-law and/or policies, as amended from time to time.

Where there is potential for a competitive procurement process, Procurement staff shall recommend and assist with a procurement method outlined in this By-law.

The procurement methods described in this By-law do not apply to the following items:

1. Training and Education

- i. Registration, accommodation and tuition fees for conferences, conventions, courses and seminars
- ii. Magazines, subscriptions, books, periodicals
- iii. Memberships
- iv. Staff development or workshops

2. Refundable Employee & Council Expenses

- i. Advance
- ii. Meal Allowances or reimbursement
- iii. Travel expenses and mileage
- iv. Miscellaneous – Non-Travel

3. Employer's Expenses

- i. Payroll
- ii. Statutory Payroll Deduction Remittances
- iii. Medicals
- iv. Tax Remittances, WSIB Remittances

4. General Expenses

- i. Licenses (Vehicle, Firearms, etc.)
- ii. Debenture Payments

- iii. Insurance Claim Settlements and Adjuster Services
- iv. Grants to Agencies
- v. Building Lease Payments
- vi. Charges to and from Other Municipalities
- vii. Payments to Social Service and Health Agencies that are subject to Service Agreements
- viii. Postage

5. Professional and Special Services

- i. Committee Fees
- ii. Appraisal Fees
- iii. Witness fees
- iv. Honorariums
- v. Temporary help
- vi. Utility relocation, Ontario Land Surveyors and property appraisers
- vii. Specific payments as authorized by Council for land purchases, expropriations, insurance
- viii. Advertising services required by the County on or in radio, television, newspaper or magazines
- ix. Interpreter Fees and Transcription Fees for POA
- x. Professional Engineering for building assessment purposes

6. Utilities (monthly charges and utility relocations)

- i. Water and Waste Water
- ii. Hydro
- iii. Natural Gas and Propane

7. Acquisitions and Disposal of Real Property

8. Petty Cash Items/Replenishment

9. Food and Pharmaceutical Products

Foods or pharmaceutical products required for the Long Term Care Home. Any other food products purchased for activities such as catering or vending/concession type services must follow the provisions of this By-law.

10. Purchase required through the Municipal Emergency Plan