

<b>CORPORATE POLICIES AND PROCEDURES</b>			
<b>SECTION:</b> General Administration			<b>POLICY #:</b> GA-01
<b>POLICY:</b> Procurement of Goods and Services			
<b>DATE:</b> August 2005	<b>REV. DATE:</b> June 2015	<b>COVERAGE:</b> All Departments	<b>PAGE #:</b> 1 of 33

**POLICY STATEMENT:**

The County of Renfrew will purchase goods and services for its operations as outlined in this policy.

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## **1.0 PURPOSE**

- 1.1 The objective of this Policy is to obtain best value when purchasing goods, construction and services for the County, while treating all suppliers equitably.
- 1.2 The guiding procurement principle supports that, wherever possible, purchases be made using a competitive process that is open, transparent and fair to all suppliers.
- 1.3 These objectives and principles are reflected in this Policy.

## **2.0 DEFINITIONS**

- 2.1 "Award" means authorization to proceed with the purchase of goods, services or construction from a chosen supplier.

"Best Value" means the optimal balance of performance and cost determined in accordance with a pre-defined evaluation plan.

"Bid" means an offer or submission from a supplier in response to a bid solicitation.

"Bid Deposit" means currency, certified cheque, bank draft, bond surety issued by a surety company or other form of negotiable instrument submitted by a bidder as evidence of their commitment to enter into a Formal Agreement to do the work outlined in the Bid Solicitation.

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

"Chief Administrative Officer" means the County's employee with that title or person acting in that capacity as designated by By-Law.

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

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"Contract" means a binding agreement by way of a Purchase Order or a formal agreement between two or more parties that creates an obligation to do or not to do a particular thing.

"Corporate Credit Card" means a credit card issued to users as a system of payment.

"Council" means the Council of the Municipal Corporation of the County of Renfrew.

"Council approved estimates" means Council approved departmental budgets, including authorized revisions.

"County" means the Municipal Corporation of the County of Renfrew.

"Director" means the County employee with administrative responsibilities for the operation of a County department, including the Chief Administrative Officer.

"Disposal" means the removal of material/equipment from the County by sale, trade-in, alternative use or destruction.

"Employee-Employer Relationship" means a relationship that exists where persons for pay or other consideration, enter into the service of others and devote their personal labour for any given period and the other person has the power or right to control or direct the person in the material details of how the work is to be performed.

"Fair Market Value" means the price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties dealing at arm's length, who are fully informed and not under any compulsion to transact.

"Follow-on Contract" means a contract, which represents an extension to a contract, which was previously awarded to a supplier, contractor or consultant.

"Formal Agreement" means an agreement developed for the purposes of entering into a contractual agreement for the provision of goods or services. The agreement shall specify the terms of reference, terms of payment, respective responsibilities, etc.

"Goods" means moveable property including, the costs of installing, operating, maintaining or manufacturing such moveable property and raw materials, products, 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 Technical Bid" means the bid that would provide the County with the best product or service, as measured by the evaluation criteria.

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"Holdback" means an amount withheld under the terms of the contract other than the "Statutory Holdback" to ensure the complete performance of the contract and to avoid overpayment in relation to progress of work.

"Lowest Responsive Bid" means the bid that would provide the County with the desired goods, services and construction at the lowest cost, meets all the specifications and contains no major irregularity or qualifications.

"Payment Bond" means a form of security purchased from an insurance company, which provides a guarantee that the contractor will pay the complete costs of labour, materials, and other services related to the project for which he is responsible under the Contract for construction.

"Performance Bond" means the type of security furnished to the Owner to guarantee completion of the work in accordance with the Contract and to the extent provided in the bond.

"Petty Cash" means a small amount of discretionary funds in the form of cash used for expenditures where it is not feasible to make the disbursement by any other means.

"Professional Services" means services requiring the skills of professionals for a defined service requirement including, architects, engineers, designers, management, auditors and financial consultants and firms or individuals having specialized competence in environmental, planning or other disciplines.

"Progress Payment" means a payment made under the terms of a contract after the performance of the part of the contract in respect of which payment is made but before the performance of the whole contract.

"Proposal" means a bid submitted in response to a Request for Proposal.

"Purchase" means to acquire goods, services or construction by purchase, rental, lease or trade.

"Purchase Order" means a written offer to a supplier formally stating all terms and conditions for the purchase of goods, services or construction or a written acceptance of an offer received in accordance with this Policy.

"Quote" means a bid submitted in response to a Request for Quotation.

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"Request for Proposal" means a bid solicitation based on relevant specifications and where suppliers are invited to propose a solution. Award will be based on an evaluation process, not just cost.

"Request for Quotation" means a bid solicitation where written quotes are received from suppliers without formal advertising or receipt of sealed bids.

"Request for Tender" means a bid solicitation based on relevant specifications, terms and conditions where the recommendation to award the contract is intended to be the lowest responsive bidder.

"Request for Standing Offer (RFSO)" means a process used to solicit standing offers to provide goods and services on an as-and-when required basis, at firm prices, as per established terms and conditions. It must clearly state the requirement, the evaluation method and selection criteria, the call-up procedures, the ranking methodologies, whenever applicable, to be used for making call-ups against the authorized standing offer(s), and all terms and conditions applicable to the contract that is brought into effect, as a result of any call-up.

"Security Deposit" means a deposit of securities by a supplier that the County may convert under defined conditions to complete the suppliers contractual obligation.

"Selection Committee" means a committee comprised of at least three staff members who are knowledgeable about a project under review and charged with the responsibility of evaluation of proposal submissions. The Director shall appoint the committee members.

"Special Circumstance" means:

- a) an event that is exceptional or could not be foreseen and is a threat to the health, safety or welfare of the public;
- b) an event that could cause loss or damage to public or other property, or
- c) an event that has disrupted essential services that need to be re-established without delay.

"Standing Committee" means an approved Standing Committee of Council.

"Standing Offer" means an offer from a supplier that allows the County to purchase frequently ordered goods, services or construction from suppliers at prearranged prices, under set terms and conditions, when and if these are requested but no contract exists until the County places an order against the Standing Offer.

"Statutory Holdback" means the amount retained by the County in accordance with the requirements of the Construction Lien Act R.S.O. 1990, Chapter C.30 as amended.

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"Substantive Objection" means a written objection provided to the Director or the Chief Administrative Officer, by an interested party giving specific reasons for the objection and subject to the proviso that the objection is not precluded by legislation or applicable trade agreements.

"Tender" means a written detailed offer where the estimated value exceeds \$50,000 from a supplier to supply goods, services or construction.

"Terms of Reference" means an identification of the specific requirements that a vendor supplier or service provider must undertake in the execution of a contract.

"Total Amended Value" means the sum of the value of the original contract and all subsequent amendments to the contract.

"Treasurer/Deputy Clerk" means the County's employee with that title or acting in that capacity.

2.2 To establish the definition of any other purchasing term not herein included, reference shall be made to the latest edition of the National Institute of Governmental Purchasing Guide.

2.3 Schedules "A", "B" and "C" attached hereto, form part of this Policy.

### **3.0 GENERAL PROCUREMENT POLICY APPLICATION**

3.1 The procedures prescribed in this Policy shall be followed to make a contract award or to make a recommendation of a contract award to Council.

### **4.0 RESPONSIBILITIES AND AUTHORITIES**

4.1 Directors have responsibility for procurement activities within their departments and are accountable for achieving the specific objectives of the procurement project.

4.2 Directors and the Chief Administrative Officer have authority to award contracts in the circumstances specified in this Policy, provided the delegated power is exercised within the limits prescribed in this Policy and the requirements of this Policy are met.

4.3 The Chief Administrative Officer has the authority to instruct Directors not to award contracts but to submit recommendations to Council for approval. The CAO may provide additional restrictions concerning procurement, where such action is considered necessary and in the best interest of the County.

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4.4 In accordance with the Tangible Capital Asset Policies adopted by Council, Directors are responsible for ensuring that notice of acquisition, betterment, etc. of any tangible capital asset purchased in accordance with this policy be reported to the Finance Department.

## **5.0 REQUIREMENT FOR FUNDING APPROVAL**

5.1 The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts, within Council approved estimates.

5.2 Where goods and services are routinely purchased or leased on a multi-year basis, the exercise of authority to award a contract is subject to:

- a) the identification and availability of sufficient funds in appropriate accounts for the current year within Council approved estimates,
- b) the requirement for the goods or services will continue to exist in subsequent years and in the opinion of the Treasurer/Deputy Clerk, the required funding can reasonably be expected to be made available, and
- c) the contract has a provision in it that the supply of goods or services in subsequent years is subject to the approval by Council of the department estimates to meet the proposed expenditures.

## **6.0 RESTRICTIONS**

6.1 No requirement may be divided into two or more parts to avoid the application of the provisions of this Policy.

6.2 Purchase requisitions for services, where the services could result in the establishment of an employee - employer relationship, are not permitted.

6.3 Where this Policy identifies delegated authority limits for contract awards, the value of a contract shall be the sum of:

- a) all costs to be paid to the supplier under the contract;
- b) all taxes, and
- c) less any rebates.

## **7.0 PRESCRIBED COUNCIL APPROVAL**

7.1 Despite any other provision of this Policy, the following contracts are subject to Council approval:

- a) any contract requiring approval from the Ontario Municipal Board,



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- b) any contract prescribed by Statute to be made by Council,
- c) where the cost amount proposed for acceptance is higher than the Council approved departmental estimates and the necessary adjustments cannot be made within the Departmental budget,
- d) where the revenue amount proposed for acceptance is lower than the Council approved departmental estimates,
- e) where a Substantive Objection emanating from the bid solicitation has been filed with the Director or with the Chief Administrative Officer,
- f) where a major irregularity precludes the award of a tender to the supplier submitting the lowest responsive bid, and
- g) where authority to approve has not been expressly delegated.

## **8.0 TRADE AGREEMENTS**

- 8.1 Procurements by the County may be subject to the provisions of trade agreements.
- 8.2 Where an applicable trade agreement is in conflict with this Policy, the trade agreement shall take precedence.

## **9.0 NOTIFICATION REQUIREMENTS**

- 9.1 Request for Quotations require the receipt of at least two written quotations where cost is estimated to be up to \$50,000. There is no formal advertising requirement or sealed tenders.
- 9.2 Request for Tenders require that an advertisement be placed in at least one local newspaper with circulation in all or a major portion of the County. Notice must also be placed on the County's website.

If the required expertise is outside of the County, the Director may advertise in the Daily Commercial News, daily newspaper or in a trade publication.

- 9.3 Request for Proposals with an estimated cost up to \$100,000 are to be invited from a minimum of three qualified firms.

Request for Proposals with costs estimated to be in excess of \$100,000 shall have notices advertised in at least one local newspaper, with circulation in all or a major portion of the County. Notice must also be placed on the County's website. The Director may elect to use this process for projects valued less than \$100,000.

If the required expertise is outside of the County, the Director may, in consultation with the Chief Administrative Officer, advertise in the Daily Commercial News, daily newspaper or in a trade publication.

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9.4 Request for Standing Offers require that an advertisement be placed in at least one local newspaper with circulation in all or a major portion of the County. Notice must also be placed on the County's web site.

9.5 At the discretion of the Director, and in consultation with the Chief Administrative Officer, other means of notification, such as MERX, may be used.

## **10.0 PROCUREMENT DOCUMENTATION**

10.1 Procurement documentation shall avoid use of specific products or brand names.

10.2 The use of standards in procurement documentation that have been certified, evaluated, qualified, registered or verified by independent nationally recognized and industry-supported organizations, such as the Standards Council of Canada, shall be preferred.

10.3 Notwithstanding Section 10.1, a Director may with the approval of the Chief Administrative Officer, specify a specific product or brand name for essential functionality purposes, to avoid unacceptable risk or for some other valid purpose. In such instances, the Director shall manage the procurement to achieve a competitive situation if possible.

10.4 Directors shall:

- a) give consideration to the need for value analysis comparisons of options or choices, and
- b) ensure that adequate value analyses comparisons are conducted to provide assurance that the specification will provide best value.

## **11.0 LEGAL SERVICES**

11.1 The Chief Administrative Officer shall be advised whenever legal services are estimated to be in excess of \$5,000 per occurrence.

11.2 The Director may approve legal services with an estimated cost less than \$15,000 per occurrence.

11.3 For legal services with an estimated cost between \$15,000 and \$100,000 per occurrence, the approval of the Chief Administrative Officer is required.

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11.4 For legal services with an estimated cost in excess of \$100,000, the Chief Administrative Officer shall obtain the approval of County Council. The Chief Administrative Officer's report to Council shall remain confidential unless otherwise directed by County Council.

## **12.0 AUDITING SERVICES**

12.1 The County shall appoint an auditor licensed under the Public Accounting Act, 2004 who is responsible for:

- a) annually auditing the accounts and transactions of the County and its local boards and expressing an opinion on the financial statements of these bodies based on the audits; and
- b) performing duties required by the municipality or local board.

12.2 An auditor of the County shall not be appointed for a term exceeding five years.

12.3 Prior to or upon the expiry of the current term of appointment, the Chief Administrative Officer has the authority to seek and obtain a Proposal from the auditing firm for continued service.

12.4 If the Proposal received under section 12.3 is considered reasonable and appropriate by the Chief Administrative Officer, the Chief Administrative Officer shall obtain the approval of County Council to reappoint the Auditing firm for a term not to exceed five years from the date of the expiry of the current appointment.

12.5 Should the Proposal received under 12.3 not be considered reasonable and appropriate by the Chief Administrative Officer, or if the Chief Administrative Officer does not exercise their authority under section 12.3 above, the provisions of this by-law shall be followed to procure the auditing firm for the County of Renfrew.

## **13.0 CANCELLATION OF A BID SOLICITATION**

13.1 A Director may cancel a Bid Solicitation at any time.

13.2 The Director shall ensure that the confidentiality of any bid submitted is maintained in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

## **14.0 GENERAL PROCUREMENT PROCEDURES**

14.1 The following are authorized procedures and project cost limits for the procurement of goods, services or construction:

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Procedure	Project Cost	Reference Sections
Petty Cash	\$500 or less	15.0
Credit Card	\$5,000 or less	16.1
Purchase Order	\$15,000 or less	16.0
Request for Quotation	\$50,000 or less	9.1/14.3/17.0
Request for Tender	Any Value	9.2/14.3/17.1/18.0
Request for Proposal	Any Value	9.3/14.4/14.5/17.1/19.0
Request for Standing Offer	\$100,000 or less	9.4/17.1/20.0

- 14.2 The above procedures are fully described in Sections 15 to 21 inclusive. Schedule "A" provides a summary in tabular form of the levels of contract approval.
- 14.3 Request for Quotation and Request for Tender procedures, shall be used where a requirement can be fully defined and best value for the County can be achieved, by an award selection made on the basis of the Lowest Responsive Bid.
- 14.4 The Request for Proposal procedure shall be used, where, to achieve best value, the award selection will be made on a formal evaluation. Criteria will be established, involving a combination of mandatory and desirable requirements, where the requirement is best described in a general performance specification and where innovative solutions are sought.
- 14.5 Request for Proposals will normally be evaluated and scored according to the following criteria:
- understanding of the assignment
  - capabilities of firm or project team
  - previous experience on assignments of a similar nature
  - past performance in the provision of services to the County or local municipalities in the County of Renfrew
  - quality of submission
  - cost savings and/or process improvements for the County
  - project schedule
  - cost
  - other criteria as may be appropriate for the services being sought

The Request for Proposal document issued by the County will identify the weighting given to each criterion.

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14.6 The Director shall provide specific Terms of Reference for services for contracts of an estimated value greater than \$20,000.

14.7 A general scope established by the Director that describes requirements in less detail than for a Terms of Reference, is sufficient for contracts of an estimated value of \$10,000 or less.

14.8 Where a requirement has corporate-wide application or applies to two or more departments, one Director shall manage the procurement, keeping other effected Directors informed and be accountable for the authorization of the procurement.

#### **15.0 PURCHASES OF \$500 OR LESS**

15.1 A Director shall have authority to establish a Petty Cash fund in such an amount to meet the requirements of the department for the acquisition of goods, services or construction having a value of \$500 or less.

15.2 Expenditures not exceeding \$500 including purchases of goods, services and construction may be made from Petty Cash in any one instance. Petty Cash should only be used when it is not feasible to use a purchasing card.

15.3 Purchases made pursuant to Section 15.1 shall be made from the competitive marketplace wherever possible.

15.4 The dollar limit referred to in Section 15.1 shall not apply to registration or search fees and land transfer tax payable in real estate transactions.

15.5 All petty cash disbursements shall be evidenced by vouchers and shall be processed through the Finance Department.

#### **16.0 PURCHASES NOT EXCEEDING \$15,000**

16.1 Payment for purchases of goods, services or construction not exceeding \$15,000 in value, incurred in the general administration of a department, may be made using:

- a) a properly authorized credit card,
- b) a properly authorized purchase order, or
- c) from a supplier's invoice, where the requirements of Sections 16.2 to 16.5 inclusive, have been complied with.

16.2 The procedure used to purchase the goods, services or construction shall demonstrate that fair market value was achieved.

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16.3 The procedure used to make purchases exceeding \$10,000 shall include evidence that the Director obtained a minimum of two verbal or written quotes.

16.4 For purchases not exceeding \$15,000 in value, the Director may delegate his/her authority to a designate, provided the designate follow the requirements of this Policy.

**17.0 PURCHASES GREATER THAN \$15,000 BUT NOT EXCEEDING \$50,000**

17.1 Subject to Section 17.2, requirements estimated at \$50,000 or less, should be handled by the Request for Quotation procedure; however, there may be requirements estimated at \$50,000 or less where it will be more appropriate to solicit bids using a Request for Tender, a Request for Proposal or a Request for Standing Offer.

17.2 In advance of a solicitation, the Director shall be responsible for the development of specifications, terms and conditions for the purchase of goods, services or construction.

17.3 Directors may award contracts emanating from a Request for Quotation not exceeding \$50,000 provided that:

- a) sufficient funds are available and identified in appropriate accounts within Council approved departmental estimates, including authorized revisions, and
- b) the award is to the lowest responsive bidder, provided the provisions of this Policy are followed.

17.4 Where the authority referred to in Section 17.3 is exercised, written documentation respecting the award of the contract is to be kept on a procurement file.

17.5 The purchase of goods, services or construction referred to in Section 17.1, shall be made through the issue of a Purchase Order or supplier invoice.

**18.0 PURCHASES EXCEEDING \$50,000 – REQUEST FOR TENDER**

18.1 A Request for Tender shall be used for purchases exceeding \$50,000, where all of the following criteria apply:

- a) two or more sources are considered capable of supplying the requirement
- b) the requirement is adequately defined to permit the evaluation of tenders against clearly stated criteria
- c) the market conditions are such that tenders can be submitted on a common pricing basis
- d) it is intended to accept the lowest responsive tender.

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18.2 In advance of a solicitation, the Director or his/her designate, shall develop the relevant specifications, terms and conditions for the acquisition of goods, services and construction.

18.3 The Director shall recommend the award of contract to the lowest responsive tenderer.

18.4 The Chief Administrative Officer may award contracts up to \$100,000 emanating from a Request for Tender provided that:

- a) the award is to the lowest responsive tenderer, and
- b) sufficient funds are available and identified in appropriate accounts within Council approved departmental estimates, including authorized revisions.

18.5 Where the authority referred to in Section 18.4 is exercised, written notification respecting the award of the contract is to be kept on a procurement file.

18.6 The Director shall follow the provisions of Section 29.0, regarding the award of contract, using an agreement or Purchase Order.

18.7 Awards emanating from a Request for Tender that are greater than \$100,000 and less than \$150,000 require approval from the appropriate Standing Committee. Awards emanating from a Request for Tender that exceed \$150,000 require the approval of County Council.

## **19.0 PURCHASES EXCEEDING \$50,000 – REQUEST FOR PROPOSAL**

19.1 A Request for Proposal should be used where one or more of the criteria for issuing a Request for Tender cannot be met, such as:

- a) owing to the nature of the requirement, suppliers are invited to propose a solution to a problem, requirement or objective and the selection of the supplier is based on the effectiveness of the proposed solution rather than on price alone, or
- b) it is expected that negotiations with one or more bidders may be required with respect to any aspect of the requirement.

19.2 In advance of a solicitation, the Director or his/her designate, shall develop terms of reference and evaluation criteria to be applied in assessing the Proposals submitted.

19.3 Where the requirement is not straightforward or an excessive workload would be required to evaluate Proposals, either due to their complexity, length, number or any combination thereof, a multi-step procedure may be used that would include a pre-qualification stage, to ensure the workload is at a manageable level.

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19.4 A Selection Committee shall be established to review all Proposals against pre-established criteria and reach consensus on the final rating results. The final rating results with supporting documents are to be kept on a procurement file.

19.5 The Chief Administrative Officer may award a contract of \$100,000 or less, emanating from a Request for Proposal provided that:

- a) sufficient funds are available and identified in appropriate accounts within Council approved departmental estimates, including authorized revisions
- b) the award is made to the supplier meeting all mandatory requirements and providing best value, as stipulated in the Request for Proposal
- c) the provisions of this Policy are followed

19.6 Where the authority referred to in Section 19.5 is exercised, written notification respecting the award of the contract is to be kept on a procurement file.

19.7 Awards emanating from a Request for Proposal that are greater than \$100,000 and less than \$150,000 require approval from the appropriate Standing Committee. Awards emanating from a Request for Proposal that exceed \$150,000 require the approval of County Council.

19.8 The Director shall follow the provisions of Section 29.0, regarding the award of contract, using an agreement or Purchase Order.

## **20.0 STANDING OFFER PURCHASES**

20.1 A Request for Standing Offer may be used where:

- a) one or more departments repetitively order the same goods or services and the actual demand is not known in advance, or
- b) a need is anticipated for a range of goods, services and construction for a specific purpose, but the actual demand is not known at the outset and delivery is to be made when a requirement arises.

20.2 Each department shall establish and maintain Standing Offers that define source and price with selected suppliers for all frequently used goods or services.

20.3 To establish prices and select sources, the department shall employ the provisions contained in this Policy for the acquisition of goods, services and construction.

20.4 More than one supplier may be selected, where it is in the best interest of the County and the bid solicitation allows for more than one.



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- 20.5 Where a purchasing action is initiated by a department for frequently used goods or services, for which a standing offer is in place and the value of the purchasing action exceeds \$2,000, it is to be made with the supplier or suppliers listed in the Standing Offer.
- 20.6 In a Request for Standing Offer, the expected quantity of the specified goods or services to be purchased over the time period of the agreement, will be as accurate an estimate as practical and be based, to the extent possible, on previous usage adjusted for any known factors that may change usage.
- 20.7 A call-up against a Standing Offer is considered to be an individual contract and the normal contract award prescribed limits apply, unless otherwise stated in the original approval document.
- 20.8 The Director, with the approval of the Chief Administrative Officer, may select a supplier to provide professional services through the Standing Offer where:
- a) the estimated total cost does not exceed \$100,000 per occurrence,
  - b) the cost of preparing a detailed proposal would deter suppliers from submitting proposals, and
  - c) the provided services are clearly defined by terms of reference or agreement.
- 20.9 Purchases invited under a Standing Offer process shall not exceed \$100,000 per occurrence.
- 20.10 Request for Standing Offers require that an advertisement be placed in at least one local newspaper with circulation in all or a major portion of the County. Notice must also be placed on the County's web site.

## **21.0 NON-COMPETITIVE PURCHASES**

- 21.1 The requirement for competitive bid solicitation for goods, services and construction may be waived under joint authority of the appropriate Director and the Chief Administrative Officer, under one or more of the following circumstances:
- a) where competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, technical secrets or controls of raw material or involves the relocation/modification of infrastructure under the direct responsibility of a regulated agency (e.g. Bell, Hydro, Gas),
  - b) where due to abnormal market conditions, the goods, services or construction required are in short supply,
  - c) where only one source of supply would be acceptable and/or cost effective due to compatibility, or safety and liability concerns,

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- d) where there is an absence of competition for technical or other reasons and the goods, services or construction can only be supplied by a particular supplier and no alternative exists,
- e) where the nature of the requirement is such that it would not be in the public interest to solicit competitive bids as in the case of security or confidentiality matters,
- f) where in the event of a Special Circumstance as defined by this Policy, a requirement exists,
- g) where the possibility of a Follow-On Contract was identified in the original bid solicitation,
- h) where the requirement is for a utility for which there exists a monopoly,
- i) where purchases are being made from a vendor of record that is available to the Corporation.

21.2 When a Director intends to select a supplier to provide goods, services or construction, pursuant to Section 21.1, the Chief Administrative Officer is to be advised in writing of the compelling rationale that warrants a non-competitive selection for approval.

21.3 The Director shall follow the provisions of Section 31.0 regarding the use of a Formal Agreement or Purchase Order.

21.4 Any non-competitive contract that does not satisfy the provisions of Section 21.1 is subject to the Chief Administrative Officer's approval.

21.5 Routine Departmental requirements for paper products, office supplies may be purchased without formal competition provided it can be demonstrated that fair market value is attained.

21.6 The Director/Chief Administrative Officer may directly select a supplier to provide professional services without obtaining quotes where the total cost of the professional services does not exceed \$20,000.

## **22.0 SPECIAL CIRCUMSTANCE PURCHASES**

22.1 When a Director is of the opinion that a Special Circumstance warrants a non-competitive purchase pursuant to Section 21.1, f), the Director may authorize the purchase of such goods, services and construction as is considered necessary to remedy the situation without regard to the requirement for a bid solicitation and may award the necessary contract provided that the contract does not exceed \$75,000.

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22.2 Where the extent or the severity of the Special Circumstance to warrant a sole source purchase pursuant to Section 21.1, f), is such that the expenditure is likely to be between \$75,000 and \$250,000, the Chief Administrative Officer may award the necessary contracts for the purchase of such goods, services and construction, as is considered necessary to remedy the situation without regard to the requirement for a bid solicitation, provided that adequate funds have been appropriated from accounts within the Council approved estimates. All purchases made under provisions 22.1 and 22.2 shall be reported to County Council at the first possible opportunity.

22.3 The relevant details surrounding the application of Sections 22.1 and 22.2 shall be included in the report submitted to Council pursuant to Section 37.

### **23.0 FOLLOW-ON CONTRACTS**

23.1 Where a reasonable likelihood exists that on completion of a contract, it will be necessary to award a non-competitive contract for follow-on goods or services, the Director shall ensure that the possibility of a follow-on contract will be identified in the original bid solicitation.

23.2 Directors may authorize Follow-On goods or services provided total amended value of the contract is within approval authority of the Director.

23.3 The Chief Administrative Officer may authorize Follow-On goods or services provided the total amended value of the contract is within the CAO's approval authority.

23.4 Standing Committees can authorize Follow-On goods or services provided the total amended value is within the Committees' approval authority. Follow-On contracts that exceed Standing Committee's approval limits must be approved by Council.

### **24.0 CONTRACT AMENDMENTS AND REVISIONS (SCOPE CHANGE)**

24.1 No amendment that changes the price of a contract shall be agreed to without a corresponding change in requirement or scope of work.

24.2 Amendments to contracts are subject to the identification and availability of sufficient funds in the appropriate accounts within Council approved divisional estimates, including authorized revisions.

24.3 Directors may authorize amendments to contracts provided that the total amended value of the contract is within the approval authority of the Director.

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24.4 The Chief Administrative Officer's approval is required for amendments to contracts where the total amended value of the procurement reaches the Chief Administrative Officer's approval threshold.

24.5 Standing Committee approval is required for amendments to contracts where the total amended value reaches the Standing Committee's approval threshold, otherwise Council approval is required.

## **25.0 CONTRACT RENEWALS**

25.1 Where the original contract contains an option to renew or a renewal clause stipulating the provisions of what is acceptable for a renewal, the Director may authorize the renewal without Council approval by by-law provided that:

- a) the supplier's performance in supplying the goods, services or construction, is considered to have met the requirements of the contract,
- b) the Director agrees that the renewal option is in the best interest of the County, and,
- c) funds are available in appropriate accounts within the Council approved estimates, including authorized revisions, to meet the proposed expenditure.

The renewal information shall be sent to the appropriate Standing Committee and Council for information.

25.2 Where a contract contains an option for renewal, the authorization from the Director shall include a written explanation to the Chief Administrative Officer as to why the renewal is in the best interest of the County, which shall include comment on the market situation and trend.

## **26.0 CONTRACT WITHOUT BUDGETARY APPROPRIATION**

26.1 Where a requirement exists to initiate a project for which goods, services or construction are required and funds are not contained in appropriate accounts within the Council approved departmental estimates to meet the proposed expenditure, the Director shall, prior to the commencement of the purchasing process, submit a report through the appropriate Standing Committee to Council containing:

- information surrounding the requirement to contract;
- the terms of reference to be provided in the contract, and
- information on the availability of the funds within existing estimates, which were originally approved by Council for other purposes or on the requirement for additional funds.

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## **27.0 BID AND CONTRACT ADMINISTRATION SUBMISSION OF BIDS**

27.1 Bids shall only be accepted in paper form, ensuring confidentiality and security, including maintaining the "sealed" nature of bids, as long as necessary where required.

## **28.0 NO ACCEPTABLE BID OR EQUAL BIDS RECEIVED**

28.1 Where bids are received in response to a Bid Solicitation but exceed budget, are not responsive to the requirement or do not represent fair market value, a revised solicitation shall be issued in an effort to obtain an acceptable bid unless Section 28.2 applies.

28.2 The Director may waive the need for a revised bid solicitation and enter negotiations with the Lowest Responsive Bidder or the highest responsive bidder for a revenue-driven bid selection, emanating from a bid solicitation under the following circumstances:

- a) the total cost of the Lowest Responsive Bid is in excess of the funds appropriated by Council for the project, or
- b) the total revenue of the highest response bidder is less than that appropriated by Council, or
- c) the Director and the Chief Administrative Officer agree that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the bid solicitation

28.3 In the case of building construction contracts, where the total cost of the Lowest Responsive Bid is in excess of the appropriation made by Council, negotiations shall be made in accordance with the guidelines established by the most current Canadian Construction Documents Committee.

28.4 If two equal bids are received, the following process shall be employed as a means of breaking the tie:

The names of the tied bidders shall be placed in a container and the bid to be recommended to Council for award, shall be drawn by the Chief Administrative Officer or his/her designate, in the presence of the Director or his/her designate and the Treasurer/Deputy Clerk or his/her designate.

## **29.0 GUARANTEES OF CONTRACT EXECUTION AND PERFORMANCE**

29.1 The Director may require that a bid be accompanied by a Bid Deposit or other similar security, to guarantee entry into a contract.

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- 29.2 In addition to the security referred to in Section 29.1, the successful supplier may be required to provide a Performance Bond to guarantee the faithful performance of the contract and a Payment Bond to guarantee the payment for labour and materials to be supplied in connection with the contract.
- 29.3 The Director shall select the appropriate means to guarantee execution and performance of the contract. Means may include one or more of, but are not limited to, financial bonds or other forms of security deposits, provisions for liquidated damages, progress payments, and holdbacks.
- 29.4 At the discretion of the Director, prior to the commencement of work, evidence of liability insurance coverage may be obtained (by the Director), ensuring indemnification of the County of Renfrew from any and all claims, demands, losses, costs or damages resulting from the performance of a supplier's obligations under the contract. When evidence of Liability Insurance Coverage is obtained, it shall satisfy the requirements of the Treasurer/Deputy Clerk.
- 29.5 Prior to payment to a supplier, an Independent Operators Status or Certificate of Clearance from the Workplace Safety and Insurance Board shall be required by the Director, ensuring all premiums or levies have been paid to the Board to date.
- 29.6 The Director shall ensure that the guarantee means selected will:
- a) not be excessive but sufficient to cover financial risks to the County,
  - b) provide flexibility in applying leverage on a supplier so that the penalty is proportional to the deficiencies, and
  - c) comply with Provincial Statutes and Regulations.
- 29.7 Financial security for contract performance shall only be required where the County will be exposed to costs if the contractor does not complete the requirements of the contract.
- 29.8 The Treasurer/Deputy Clerk may release the holdback funds on construction contracts upon:
- a) the contractor submitting a Statutory Declaration that all accounts have been paid and that all documents have been received for all damage claims;
  - b) receipt of clearance from the Workplace Safety and Insurance Board for any arrears of Workplace Safety and Insurance Board assessment;
  - c) all the requirements of the Construction Liens Act being satisfied;
  - d) where applicable, staff may conduct a title search without the assistance of the County solicitor to ensure that liens have not been registered, and
  - e) certification from the Director, under whom the work has been performed, that the conditions of the contract have been satisfied.

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### **30.0 IRREGULARITIES CONTAINED IN BIDS**

- 30.1 The process for administering irregularities contained in bids pertaining to all contracts, are set out in Schedule "B".
- 30.2 For an irregularity listed in the first column of Schedule "B", the applicable response is identified in the second column of Schedule "B".

### **31.0 CONTRACTUAL AGREEMENT**

- 31.1 The award of contract may be made by way of a Formal Agreement, supplier invoice or a Purchase Order.
- 31.2 A Purchase Order is to be used when the resulting contract is straightforward and will contain the County's standard terms and conditions.
- 31.3 A Formal Agreement is to be used when the resulting contract is complex and will contain terms and conditions other than the County's standard terms and conditions.
- 31.4 It shall be the responsibility of the Director and/or the County Solicitor, to determine if it is in the best interest of the County to establish a Formal Agreement with the supplier.
- 31.5 Where it is determined that Section 31.4 is to apply, the Formal Agreement may be reviewed and approved for execution by the County's Solicitor.
- 31.6 Where a Formal Agreement is required, as a result of the award of a contract by delegated authority, the Director shall execute the agreement in the name of the County of Renfrew.
- 31.7 Where a Formal Agreement is not required, a Purchase Order incorporating the terms and conditions relevant to the award of contract, shall be issued.

### **32.0 EXECUTION AND CUSTODY OF DOCUMENTS**

- 32.1 Directors are authorized to execute Formal Agreements in the name of the County of Renfrew for which the award was made by delegated authority.
- 32.2 Directors shall have the authority to execute Purchase Orders issued in accordance with these provisions.
- 32.3 Directors shall be responsible for the safeguarding of original purchasing and contract documentation, for the contracting of goods, services or construction, for which the award is made by delegated authority.

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### **33.0 TERM OF COUNCIL**

33.1 Where a contract may extend beyond the term of the Council, the contract shall contain provisions to minimize the financial liability of the County, should the subsequent Council not approve sufficient funds to complete the contract and the contract must be terminated by the County.

### **34.0 COOPERATIVE PURCHASING**

34.1 The County may participate with other government agencies or public authorities in Cooperative Purchasing, where it is in the best interests of the County to do so.

34.2 The procurement policies of the County or government agencies or public authorities calling the cooperative tender are to be the accepted policies for that particular tender.

### **35.0 SUPPLIER PERFORMANCE**

35.1 The Director shall document evidence and advise the Chief Administrative Officer and Treasurer/Deputy Clerk 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 violations.

35.2 The Chief Administrative Officer may, in consultation with the Director and the County Solicitor, prohibit an unsatisfactory supplier from bidding on future contracts.

### **36.0 RECEIPT OF GOODS**

36.1 The Director or his/her designate, shall arrange for the prompt inspection of goods on receipt to confirm conformance with the terms of the contract and inform the Treasurer/Deputy Clerk of discrepancies immediately.

36.2 The Director shall coordinate an appropriate course of action with the Treasurer/Deputy Clerk, for any non-performance or discrepancies.

### **37.0 REPORTING TO COUNCIL**

37.1 Each Director shall submit to their appropriate Standing Committee, a monthly information report containing the details relevant to the exercise of delegated authority, for all contracts, including amendments and renewals.



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### **38.0 ACCESS TO INFORMATION**

- 38.1 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.

**SCHEDULE "A"**

**LEVELS OF CONTRACT APPROVAL AUTHORITY**

CAO – Chief Administrative Officer

Credit Card

RFQ/RFT/RFP/RFSO – Request for Quotation / Tender / Proposal / Standing Offer

Purchase Order (PO)

<b>GOODS / MATERIALS / SERVICES / CONSTRUCTION</b>				
<b>TRANSACTION TYPE</b>	<b>VALUE (K=\$thousands)</b>	<b>PROCUREMENT PROCESS</b>	<b>PAYMENT MECHANISM</b>	<b>APPROVAL REQUIRED</b>
COMPETITIVE (REF 18.0, 19.0, 20.0)	<15K	Standing Offer or 2 Quotes  Below 5K written quotes not needed and not obliged to use RFSO vender	Credit Card / PO/ Supplier Invoice	Director / Designate
	15K – 50K	RFSO, RFQ, RFT or RFP	PO/Agreement/ Supplier Invoice	Director
	>50K – 100K	RFT, RFP, RFSO	PO/Agreement	CAO
	>100K – 150K	RFT or RFP	PO/Agreement	Standing Committee
	>150K	RFT or RFP	PO/Agreement	County Council
NON-COMPETITIVE (REF 21.0)	<1K	Solicit Quotation(s)	Credit Card Petty Cash, Invoice	Manager / Designate
	<25K	Rationalize selection of supplier  Negotiation – demonstrate fair market value (price support)	Credit Card / PO/ Supplier Invoice	Director / Designate

<b>SPECIAL CIRCUMSTANCES</b>				
<b>TRANSACTION TYPE</b>	<b>VALUE (K=\$thousands)</b>	<b>PROCUREMENT PROCESS</b>	<b>PAYMENT MECHANISM</b>	<b>APPROVAL REQUIRED</b>
(REF 22.0)	<75K	Negotiation – demonstrate fair market value (price support)	PO	Director
	>75K – 250K	Negotiation – demonstrate fair market value (price support)	PO	CAO

CONSULTANTS / PROFESSIONAL SERVICES				
TRANSACTION TYPE	VALUE (K=\$thousands)	PROCUREMENT PROCESS	PAYMENT MECHANISM	APPROVAL REQUIRED
COMPETITIVE (REF 16.0,17.0,18.0, 19.0, 20.0)	<15K (REF 16.0)	RFSO – demonstrate fair market value (price support)	PO/Agreement	Director / Designate
	15K – 50K (REF 17.0, 20.0)	RFP/RFQ/RFSO	PO/Agreement	Director
	>50K – 100K	RFP/RFSO	PO/Agreement	Director / CAO
	>100K – 150K	RFP	PO/Agreement	Standing Committee
	>150K	RFP	PO/Agreement	County Council
NON-COMPETITIVE (REF 21.6)	<15K	Direct Appointment – negotiation – demonstrate fair market value (price support)	PO/Agreement	Director / Designate
	15K – 50K	Direct Appointment - demonstrate fair market value (price support)	PO/Agreement	CAO

AMENDMENTS TO CONTRACTS				
TRANSACTION TYPE	VALUE (K=\$thousands)	PROCUREMENT PROCESS	PAYMENT MECHANISM	APPROVAL REQUIRED
(REF 24.0)	<15K	Negotiation	Contract Letter/ Agreement	Director / Designate
	15K – 100K	Negotiation – demonstrate fair market value (price support)	Contract Letter/Agreement	CAO
	>100K	Negotiation – demonstrate fair market value (price support)	Contract Letter/Agreement	Standing Committee

“FOLLOW-ON” CONTRACTS				
TRANSACTION TYPE	VALUE (K=\$thousands)	PROCUREMENT PROCESS	PAYMENT MECHANISM	APPROVAL REQUIRED
(REF 23.0)	<50K	Where contracts contain such option, service is satisfactory and funds available	Contract Letter/Agreement	Director
	>50K – 100K	Where contracts contain such option, service is satisfactory and funds available	Contract Letter/Agreement	CAO
	>100K	Where contracts contain such option, service is satisfactory and funds available	Contract Letter/Agreement	Standing Committee

## IRREGULARITIES CONTAINED IN BIDS

## SCHEDULE "B"

#	IRREGULARITY	RESPONSE
1.	Late Bids	Automatic Rejection, not read publicly, returned unopened to the bidder.
2.	Unsealed envelopes	Automatic Rejection, not read publicly, returned unopened to the bidder.
3.	Financial Security – Execution a. No bid deposit, cheque not certified or not an original financial security (e.g. a photocopy or a facsimile of a financial security).	Automatic Rejection
	b. Insufficient financial security	Automatic Rejection, unless in the opinion of Director the insufficiency in the financial security is trivial or insignificant.
	c. Signature and/or Corporate Seal of Contractor or of bonding company or both are missing from bid bond.	A Bid bond must be executed (signed) by both the Principal (Contractor) and Surety (Bonding Company) to be valid. If either signature is missing, the response is Automatic Rejection.  If one or both Corporate Seals is missing, the bond is still considered to be valid and no additional action is required.
4.	Bid Document – Execution a. Bids not executed in non-erasable medium and signed in ink.	Automatic Rejection
	b. Bid document missing signature of authorized representative, whether corporate seal affixed or not.	Automatic Rejection
	c. Bid documents in which all Addenda issued have not been acknowledged.	Automatic Rejection, unless in the opinion of the Chief Administrative Officer, the Addenda do not significantly impact the bid, in which case the bidder will be given 48 hours to formally acknowledge the Addenda, with no change permitted to the original financial bid.
5.	Incomplete Bids • partial bids, all required items not bid	Automatic Rejection
6.	Qualified Bids • bids qualified or restricted by a written statement, whether within the form of tender or included as an attachment	Automatic Rejection
7.	Bids received on documents other than those provided by the County.	Automatic Rejection, unless in the opinion of the Chief Administrative Officer, the intention of the bidder is clear, and the bid submission details do not deviate in any material manner from those provided by the County.

8.	Bids Containing Clerical or Mathematical Errors a. Uninitialled changes to the bid document, which are in the opinion of Director trivial in nature.	After official notification from the Director, the bidder has 48 hours to rectify the situation and initial any changes.
	b. Uninitialled changes to the unit prices in the price schedule and the contract totals are consistent with the price as amended.	After official notification from the Director, the bidder has 48 hours to initial the changes.
	c. Extension error, based on quantity provided in bid document and unit rate provided by bidder.	Mathematical error corrected by the Department, using the unit price.
9.	Mistakes in Tendering • on the application of the bidder and the clear demonstration of an error in the tender or in the bidder's calculation sheets	Following consultation with the bidder, the Department may allow the bidder to withdraw the bid, in writing, without financial penalty. In some instances the Director may elect to retain the bid deposit.
10.	Other Irregularities	The Chief Administrative Officer and the Director shall have authority to waive irregularities, which are considered to be trivial or insignificant.
11.	Any Irregularity	Despite any provisions herein contained, County of Renfrew Council may waive any irregularity, where Council, in its' sole opinion, considers it to be in the best interests of the County of Renfrew.

## MINIMUM STANDARDS & REQUIREMENTS FOR TENDERS

The following are minimum procedures and apply to the acquisition of Commodities (except Consultant's services) by Tender.

### 1.0 ADVERTISING

In order to attract as many competitive bidders as possible, Requests for Tenders will be advertised in at least one local newspaper having circulation in all, or a major portion of the County where the good or service is required, and notice will be placed on the County's web site. Where the expertise required to fulfill the tender resides outside the County, the Director may advertise in the Daily Commercial News or other trade paper appropriate to the circumstances.

Where possible, at least fifteen days' notice shall be given between the date of the advertisement/notice and the closing time of the Tender, in accordance with the Ontario/Quebec Trade Agreement.

### 2.0 RELEASE OF TENDER DOCUMENTS

- (a) Tender Document Statement: All Tender documents shall contain the following statement "The lowest or any Tender will not necessarily be accepted and the County reserves the right to award any portion of this Tender" or words to that effect.
- (b) Bond Agreement: Where a performance and/or maintenance bond and/or labour and material payment bond is required, the Tender document must contain an "Agreement to Bond" to be executed by the Bidder and returned with the Bid.
- (c) Bid Surety Requirements: Bid deposits are guarantees that a Bidder will enter into a Contract with the County.

Where deemed necessary by the Director or where labour (or services) and material are involved, a bid deposit is required in the amount specified in the tender documents.

Bid deposits must be cash, certified cheque, bank draft, money order, irrevocable letter of credit.

Any tender received without the required bid deposit shall be disqualified.

- (d) Performance and Maintenance Bonds: Performance bonds guarantee performance of the terms of a Contract. This bond protects the County from financial loss should the Vendor fail to perform the Contract in accordance with its terms and conditions. Maintenance bonds provide upkeep of a project for a specified period of time after the project is completed. This bond guarantees against defective workmanship or materials.

Where deemed necessary by the Director or where the County could experience significant financial loss should a Vendor's failure to perform the Contract within the terms and conditions of the Contract, a performance bond is required.

Where deemed necessary by the Director or where the County could experience significant financial loss or other harm as a result of defective workmanship or materials, a maintenance bond is required.

Performance and/or maintenance bonds must be in the amount of one hundred (100%) percent of the total Contract price.

- (e) Labour and Material Payment Bonds: Labour and material payment bonds are guarantees that the Vendor will make payment for obligations under the Contract for subcontractors, labourers, and materials suppliers associated with the project.

Where deemed necessary by the Director or where the County could experience significant financial loss should a Vendor fail to pay its obligations under the Contract for subcontractors, labourers, and materials suppliers associated with the Contract, a labour and material payment bond shall be required.

Labour and Material Payment Bonds shall be in the amount of fifty (50%) percent of the Total Award Price.

- (f) Insurance: Where deemed necessary by the Director or where the County could experience significant financial loss, the Tender shall require that an insurance certificate be provided. The insurance coverage must be a minimum of Two Million (\$2,000,000) Dollars for liability, bodily injury and property.

The policy will require that the County be added as an additional named insured (for the project in question) and that the County be notified in advance in the event the insurance policy is cancelled or changed in any manner.

- (g) Occupational Health and Safety: All Tender document forms and Contracts shall require that the Occupational Health and Safety Act must be complied with.
- (h) Workplace Safety and Insurance Board Certificate (WSIB): All Tender document forms and Contracts involving a labour component shall require a WSIB Certificate of Clearance from the Vendor.

### **3.0 RECEIPT AND OPENING OF BID DOCUMENTS**

- (a) Timed and Dated: When Tenders are received they shall be time- and date-stamped.
- (b) Number of Bids and Bidder Name Not to be Divulged: The number of Bids received and the names of Bidders is confidential, and shall not be divulged prior to the Tender opening.

(c) Tender Envelopes

Bids shall be submitted in sealed opaque envelopes which clearly indicate the following information:

- Contract Number
- Contract/Project Name
- Bid Closing Day, Date & Time
- Bidder's Name, Business Address and Phone Number
- County of Renfrew
- Department to which the Bid is directed including the address of the location to which Bids are to be submitted

Submissions which do not comply with the foregoing requirements shall be rejected. When this occurs, the Department will make every reasonable attempt to notify the Bidder.

- (d) Tenders Received After Closing Time and Date: Tenders received after the closing time shall be noted and returned unopened to the Bidder, as soon as possible. If a late Tender is received without a return address on the envelope it shall be opened, the address obtained, and then returned. The covering letter will advise why the envelope could not be returned unopened.
- (e) Alternative Bids: Unsolicited alternative Bids shall not be considered.
- (f) Two Bids for Same Contract in Same Envelope: If two bids for the same Contract are received in the same envelope (i.e. Vendor's copy included), the signed copy, or if both are properly executed and prices differ, the lower price copy, shall be considered the intended Bid, which shall be processed in the normal manner.
- (g) Two Bids Same Contract - Different Envelopes: If two Bids for the same contract are received in different envelopes the envelope with the latest date and time received shall be considered the intended Bid.
- (h) Bids Received By: Bids shall be received by the Department requiring the service or commodity unless otherwise provided for.
- (i) Receipt of Bid: Bid envelopes shall be dated, timed and initialled by the person receiving the Bid and placed in a secure location until the Tender opening.
- (j) Tender Opening: Tenders shall be opened in public and in the presence of the Opening Committee. The names of those individuals in attendance, the time and date of the opening, the names of the firms submitting a Bid, the completeness of each Bid received, and the total Bid price of each Bid shall be recorded at the opening.



#### **4.0 RETURN OF DEPOSIT CHEQUES**

- (a) Return of Bid Deposit Cheques: Immediately following the Tender opening, all Bid deposit cheques (other than those of the two lowest Bidders) shall be returned to the applicable Bidders by courier, registered mail, or pick-up by the Bidder. In the case of a pick-up, the person picking up the Bid deposit shall execute a receipt.

Upon receipt of the executed Contract (and all other required documents, such as bonds etc.) in a format acceptable to the County, the deposit cheques of the Vendor and the second and third low Bidders shall be returned by courier, registered mail or pick-up by the Bidders.

- (b) Deposit Cheque Not to be Cashed Unless: The Bid Deposit cheques that are retained in accordance with 4.0(a) of this Schedule, shall not be cashed unless the deposit is forfeited as set out in Section 5.0 of this Schedule.

#### **5.0 ACTION WHEN SUCCESSFUL BIDDER DOES NOT FINALIZE CONTRACT**

If a Contract has been awarded and the successful Bidder fails to sign the Contract or provide any required documents (i.e. bonds) within the specified time, the Department may grant additional time to fulfill the necessary requirements or may recommend that either:

- (a) the Contract be awarded to the next higher Bidder; or  
(b) the Contract be cancelled.

In either case, the deposit of the originally awarded Bidder is forfeited to the County.