



GEORGINA

THE CORPORATION OF THE TOWN OF GEORGINA PROCUREMENT POLICY

TOWN OF GEORGINA – PROCUREMENT SERVICES POLICY No. 2024-00XX

| | | | | |
|---|--|---------------------|--------------------|------------------|
| Subject: Procurement Policy | Authority, Ref. & Sec. Council | | | |
| Policy Classification: Procurement Services | Pages: 1 of 69 | Year 2024 | Month 02 | Day 01 |
| Recommended/Approved by: Council | Contact Position for Information Manager of Procurement Services | | | |

TABLE OF CONTENTS

| | |
|--|----------|
| INTRODUCTION | 4 |
| 1. PURPOSE | 4 |
| 2. DEFINITIONS | 6 |
| 3. APPLICATION | 7 |
| 4. RESTRICTIONS | 8 |
| 5. EXEMPTIONS | 9 |
| 6. ROLES AND RESPONSIBILITIES | 10 |
| 7. VENDOR CONDUCT AND CONFLICT OF INTEREST | 15 |
| 8. PROCUREMENT PROCESS | 16 |
| 9. STANDARD PROCUREMENT METHODS | 17 |
| 10. NON-STANDARD PROCUREMENT METHODS | 22 |
| 11. GRANT-FUNDED PROJECTS | 28 |
| 12. LOCAL PREFERENCE | 29 |
| 13. PROCUREMENT REVIEW PANEL (<i>PRP</i>) | 30 |
| 14. BID / PROPOSAL IRREGULARITIES | 31 |
| 15. TIED BIDS RECEIVED | 32 |
| 16. COUNCIL APPROVAL | 33 |
| 17. BID DEBRIEFING | 34 |
| 18. BID DISPUTE RESOLUTION | 35 |
| 19. SCOPE CHANGE AND CONTINGENCY INCREASE | 36 |
| 20. CONTRACTOR PERFORMANCE AND SUSPENSION | 38 |
| 21. SURPLUS ASSETS | 39 |
| 22. PROCUREMENT DOCUMENTS AND RECORDS RETENTION | 40 |
| 23. POLICY REVIEW | 41 |
| 24. AMENDMENTS | 42 |
| 25. SEVERABILITY | 43 |
| 26. SHORT FORM TITLE | 44 |
| SCHEDULE A – DEFINITIONS | 45 |
| SCHEDULE B – EXEMPTIONS | 55 |
| SCHEDULE C1 – BID IRREGULARITIES (APPLICABLE TO HARD COPY BIDDING ONLY) | 58 |
| SCHEDULE C2 – BID IRREGULARITIES (APPLICABLE TO ELECTRONIC BIDDING ONLY) | 61 |
| SCHEDULE D1 – PROPOSAL IRREGULARITIES (APPLICABLE TO HARD COPY | 61 |

| | |
|---|----|
| BIDDING ONLY) | 63 |
| SCHEDULE D2 – PROPOSAL IRREGULARITIES (APPLICABLE TO ELECTRONIC BIDDING ONLY) | 66 |
| SCHEDULE E – THRESHOLDS | 68 |
| SCHEDULE F – PURCHASING AUTHORITIES | 69 |
| SCHEDULE G – PURCHASING AUTHORITIES – EMERGENCY ACQUISITION | 69 |

INTRODUCTION

1. PURPOSE

1. This document details the *procurement policy (Policy)* to be followed when acquiring *deliverables* for the Corporation of the Town of Georgina (*Town*) and the disposal of *surplus assets*;
2. The purpose is to ensure that *deliverables* are *acquired* in an open, fair, ethical, accountable and transparent manner, which protects the reputation of the *Town*, while reducing legal exposure and increasing the confidence of both the public and the participants in the *procurement process*; and
3. This *Policy* works in conjunction with the *Town's procurement procedures (Procedures)*.
4. Guiding Principles
 1. The overarching principle guiding this *Policy* is to maintain the public's trust and reduce the *Town's* exposure to legal liability by ensuring that *procurement* decisions are made using a *procurement process* that is open, fair, objective, ethical, accountable and transparent.
 1. In acquiring *deliverables*, the *Town* must also adhere to the following guiding principles:
 1. Promote effective, economic, and efficient *acquisition*;
 2. Act and conduct business with honesty and integrity;
 3. Treat *vendors* equitably, without discrimination;
 4. Develop, support, and promote the highest professional standards in order to serve the public;
 5. Maintain a customer-service focus while meeting the needs, and protecting the interests of the *Town* and the public;
 6. Comply with known international, federal and inter-provincial trade treaties or agreements, as amended, where applicable;
 7. Maintain the highest standards of integrity and professionalism with respect to the *acquisition* of *deliverables* and the managing of the *procurement process* by which *deliverables* are *acquired*;
 8. Comply with and incorporate the requirements of the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11, as amended (the 'AODA') in the *procurement process* of the *Town* as well as any requirements contained in other legislation (either provincial or

federal) which may impact the *procurement process* of the *Town*;

9. Encourage, whenever possible, the *acquisition* of *deliverables* with due regard to the conservation of the natural environment;
10. Support effective business planning such that *deliverables* will only be *acquired* after consideration of need, alternatives, timing and appropriate life cycle management issues; and
11. When evaluating *bid submissions*, where possible, the *Town* will consider the total *acquisition value* including, but not limited to, *acquisition*, training, operating, maintenance, quality, reliability, performance, warranty, payment terms, *contract* extensions, *contract* renewals and *disposal* costs.

2. DEFINITIONS

1. The definitions of italicized terms used in the *Policy* are set out in [SCHEDULE A – DEFINITIONS](#).

3. APPLICATION

1. This *Policy* applies to the *acquisition* of all *deliverables* made by, or on behalf of the *Town, committees and local boards*, with the exception of the Georgina Public Library, and except as may be expressly exempted or restricted under this *Policy*;
2. All *individuals* involved in the *acquisition* of *deliverables* provided for in this *Policy*, must act in a manner consistent with the requirements and objectives of this *Policy* and if said *individuals* are found to have breached this *Policy*, they may be subject to disciplinary action;
3. No *acquisition* for *deliverables* or disposal of *surplus assets* will be authorized unless it is in compliance with this *Policy*;
4. All *acquisitions* undertaken by the *Town* and its *employees* must be executed in accordance with:
 1. The *Policy* and any other relevant or related *Town* policies, codes of conduct and the *Procedures*;
 2. All applicable *Town* business license requirements and *Town* codes of conduct; and
 3. The Municipal Conflict of Interest Act, as amended and any other applicable Municipal, Provincial or Federal legislation.

4. RESTRICTIONS

1. No *Town employee*, member of *Council* or *local board* or *committee* member will acquire, on behalf of the *Town*, any *deliverables*, except in accordance with this *Policy* and the restrictions set out herein;
2. The *acquisition* of *deliverables* will occur only if:
 1. The necessary funds are available within an approved budget or the requisition is expressly made subject to funding approval and, to the extent that they may be required, funds are available from any other *local board*, *committee*, municipality or other government agency on whose behalf the *acquisition* of *deliverables* is also being made; or
 2. *Council* has provided funds for such *acquisition* in the budget or otherwise agreed to the provision of such funds and no expenditure will be *authorized* or incurred in excess of such funds.
3. No *contract*, renewals or extensions for *deliverables* may be divided into two or more parts to avoid the application of the provisions of this *Policy*;
4. No personal *acquisitions* will be made by the *Town* directly or indirectly for members of *Council* or any appointed member of a *local board* or *committee* or for any *employee* of the *Town* or their families with the exception of corporate sponsored *employee* programs;
5. No *Town employee*, member of *Council* or *local board* or *committee* member will cause or permit any potential *vendor* to have an unfair advantage or disadvantage in obtaining a *contract* for the supply of *deliverables* to the *Town*;
6. No *Town employee*, member of *Council* or *local board* or *committee* member will extend, in the discharge of his or her official duties, preferential treatment to relatives, friends, organizations or groups in which they or his or her relatives or friends have a pecuniary interest;
7. No *Town employee* will solicit, accept or condone the solicitation or acceptance of any gift, favour or form of entertainment and/or hospitality from any person or corporation having dealings with the *Town* unless in compliance with the *employee* code of conduct policy; and
8. No *Town employee*, member of *Council* or *local board* or *committee* member may supply *deliverables* as a *vendor* to the *Town*.

5. EXEMPTIONS

1. The open and competitive *procurement process* set out in this *Policy* will not apply to the *acquisition* of items listed in [SCHEDULE B - EXEMPTIONS](#), or as otherwise listed in this *Policy*; and
2. Despite any other provision of this *Policy*, *Council* may authorize any *acquisition* or method of *procurement* where to do so would be in the *best interest* of the *Town*.

6. ROLES AND RESPONSIBILITIES

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

1. General Responsibilities

1. All *employees* of the *Town* must comply with this *Policy* and the associated *Procedures*;
2. *Employees* involved in the *procurement process* must clearly understand their obligations and responsibilities under this *Policy* and all applicable *Procedures* and must consult with *Procurement Services* in respect to any questions regarding the application or interpretation of this *Policy* or the *Procedures*;
3. All *employees* must acquire *deliverables* within their purchasing authorities as prescribed in [SCHEDULE F – PURCHASING AUTHORITIES](#) and [SCHEDULE G - PURCHASING AUTHORITIES – EMERGENCY ACQUISITION](#); and
4. All *acquisitions* are subject to all applicable *Town* policies and procedures, specific provisions of the Municipal Act, and all other applicable provincial and federal legislation and international treaties.

2. Chief Administrative Officer (CAO)

1. The CAO will:
 1. Ensure compliance with this *Policy* and report serious or repetitive incidents of non-compliance to *Council*;
 2. Approve the *Policy* and *Procedures*, as developed and recommended by the *Manager of Procurement Services*;
 3. Submit recommendations and reports to *Council*, as required under this *Policy*;
 4. During the time that regular *Council* meetings are suspended, during a period of recess of twenty-seven (27) calendar days or more in which there is no scheduled *Council* meeting, or for an *emergency acquisition*, the CAO is *authorized* to approve the *award* of *contracts* that normally would require *Council* approval, provided that a report is submitted to *Council* afterwards, setting out the details of any *award* of *contract* pursuant to this *authority*; and
 5. Approve the delegation of *purchasing authority* limits by *Directors* and the *Deputy Chief Administrative Officer & Treasurer (DCAO)* to their *employees* in compliance with applicable *Town* policies.

3. Deputy Chief Administrative Officer & Treasurer (DCAO)

1. The *DCAO* will:
 1. Ensure compliance with this *Policy* and report serious or repetitive incidents of non-compliance to the *CAO*;
 2. Amend and monitor various financial policies and procedures related to the *Town's P-Card Policy*;
 3. Approve purchasing authority of *employees* as per [SCHEDULE F – PURCHASING AUTHORITIES](#) and [SCHEDULE G - PURCHASING AUTHORITIES – EMERGENCY ACQUISITION](#); and
 4. Approve payment of all invoices with a value of one-hundred thousand dollars (\$100,000) or greater.
2. Where it appears that additional funds will be required to complete a capital project approved in the budget, the Department *Director* may request that the *DCAO* approve an increase in the budget not to exceed fifty-thousand dollars (\$50,000);
 1. Approved budget increases must be reported to Council on the annual financial statement report.

4. Director of Legislative Services

1. The *Director of Legislative Services* will:
 1. Ensure compliance with this *Policy* and report serious or repetitive incidents of non-compliance to the *CAO*;
 2. Approve the *Policy* and *Procedures*, as developed and recommended by the *Manager of Procurement Services*; and
 3. Supervise *Procurement Services* in conducting all *procurement* activities on behalf of the *Town*.

5. Town Solicitor

1. The *Town Solicitor* will:
 1. Provide legal advice and assistance in respect to the *Town's procurement* activities and it's relationships with *vendors*;
 2. Advise the *Manager of Procurement Services*, as required, in relation to legal issues arising from *procurement* activities, and reviewing specific *procurement* documentation referred by the *Manager of Procurement Services*;

3. Provide legal advice and counsel to the *Town* in the event of a *contract* dispute or legal challenge resulting from a *procurement process*;
 4. Provide support, guidance and legal counsel to the *procurement review panel (PRP)*, as required; and
 5. Serve as a member of the *procurement review panel (PRP)*.
6. Manager, Financial Controllershship and Reporting / Deputy Treasurer
1. The *Manager, Financial Controllershship and Reporting / Deputy Treasurer* will:
 1. Ensure compliance with this *Policy* and report serious or repetitive incidents of non-compliance to the *DCAO*;
 2. Assist the *DCAO* in monitoring various financial policies and procedures related to the *Town's P-Card Policy*;
 4. Provide oversight of the *Town's P-Card Policy*;
 5. Monitor individual *P-Card* usage and ensure compliance with the *Town's P-Card Policy*;
 6. Manage *P-Card* updates, changes or the replacement of *P-Cards* in the event of name change, lost, stolen or damaged *P-Cards*;
 7. Suspend, cancel or destroy *P-Cards* due to violation of the *Town's P-Card Policy*, *employee* transfer or termination;
 8. Conduct regular compliance audits and generate related reports; and
 9. Inform the *DCAO* of instances of misuse or fraud.
7. Manager of Procurement Services
1. The *Manager of Procurement Services* will:
 1. Ensure compliance with this *Policy* and report serious or repetitive incidents of non-compliance to the *Director of Legislative Services*;
 2. Preserve the integrity of the *procurement process*;
 3. Establish and maintain the *Procedures* consistent with this *Policy*;
 4. Ensure the consistent application of the *Policy* and the related *Procedures* and manage *Procurement Services* in an efficient and diligent manner;
 5. Provide *procurement* advice, training and guidance, including developing

and maintaining the necessary forms, *contracts*, and *bid call document* templates, for the purposes of fulfilling the *procurement* needs of the *Town*;

6. Dispose of *personal property*, which has been declared a *surplus asset* by any *Director* or their designate;
7. Serve as a member of the *procurement review panel (PRP)*; and
8. Address and, where possible, resolve issues or concerns that arise in respect of a *procurement process* or the application and interpretation of this *Policy* and the *Procedures* and seek guidance from the *Town Solicitor*, as required.

8. Managers and Directors

1. The Managers and *Directors* will:

1. Ensure compliance with this *Policy* and report serious or repetitive incidents of non-compliance to their immediate supervisor;
2. Request and manage the administration of *purchasing authority* limits to *employees* in compliance with this *Policy* and all applicable policies;
3. Ensure that *acquisitions of deliverables* are made in accordance with the *Policy* and *Procedures*;
4. Monitor all *contract* expenditures against the *awarded contract acquisition value* or *purchase order* value and ensure compliance with budgetary limits;
5. Monitor the performance of all *contractors* which includes, but is not limited to, documenting and providing feedback to any *contractor* where performance is below the expectations of the *requisitioner*;
6. Identify and address non-compliance with this *Policy* and *Procedures* within their departments;
7. Notify *Procurement Services* to obtain guidance with respect to mitigating potential risks to the *Town* arising from the non-compliance upon discovery of instances of non-compliance;
8. Ensure that all *employees* under their supervision have received training and are fully aware of, and comply with, the *Policy* and *Procedures*; and
9. Ensure that all *employees* under their supervision have received training and are fully aware of, and comply with, the *Town's P-Card Policy* and procedures.

9. Supervisors

1. The *Supervisors* will:

1. Ensure compliance with this *Policy* and report serious or repetitive incidents of non-compliance to their immediate supervisor;
2. Ensure that *acquisitions of deliverables* are made in accordance with the *Policy* and *Procedures*;
3. Monitor all *contract* expenditures against the *awarded contract acquisition value* or *purchase order* value and ensure compliance with budgetary limits;
4. Collect and maintain current throughout the term of a *contract*, all certificates of insurance and Workplace Safety and Insurance Board (WSIB) clearance certificates for *deliverables* acquired through a *low value purchase (LVP)* process, *single source acquisition* or *sole source acquisition*;
5. Monitor the performance of all *contractors* which includes, but is not limited to, documenting and providing feedback to any *contractor* where performance is below the expectations of the *requisitioner*;
6. Ensure that all *employees* under their supervision have received training and are fully aware of, and comply with, the *Policy* and *Procedures*; and
7. Ensure that all *employees* under their supervision have received training and are fully aware of, and comply with, the *Town's P-Card Policy* and procedures.

10. Procurement Services Employees

1. The *Procurement Services employees* will:

1. Ensure compliance with this *Policy* and report serious or repetitive incidents of non-compliance to their immediate supervisor;
2. Provide training, support and advice to *Town employees* related to the *Policy* and *Procedures*;
3. Identify continuous improvement opportunities; and
4. Comply with this *Policy* and ensure that all *Procedures* are applied consistently.

7. VENDOR CONDUCT AND CONFLICT OF INTEREST

1. The *Town* expects its *vendors* to act with integrity and conduct business in an ethical manner.
2. The *Town* may refuse to do business with any *vendor* that:
 1. Has engaged in illegal or unethical bidding practices;
 2. Has engaged in prohibited behaviour as defined in the *Town's* Standard Terms and Conditions;
 3. Has an actual or potential *conflict of interest*; or
 4. Fails to adhere to the *Town's* *supplier code of conduct*.
3. Illegal or unethical bidding practices include, but are not limited to:
 1. *Bid-rigging*, price-fixing, bribery or collusion or other behaviours or practices prohibited by federal or provincial statutes;
 2. Attempting to gain favour or advantage by offering gifts or incentives to *Town* employees, members of *Council* or any other representative of the *Town*;
 3. Lobbying members of *Council* or *employees* or engaging in any prohibited communications during a *procurement process*;
 4. Submitting inaccurate or misleading information in response to a *procurement* opportunity; or
 5. Engaging in any other activity that compromises the *Town's* ability to run a fair *procurement process*.
4. All *vendors* participating in a *procurement process* must declare any perceived, potential or actual *conflicts of interest*; and
5. Where a *consultant* retained to develop the *scope* of work, *specifications* or *bid call documents*, either in whole or in part, has the ability to fulfill the *procurement* need contemplated in the *bid call documents*:
 1. The terms of *contract* must preclude any *consultant* retained to develop the *scope* of work, *specifications* or *bid call documents* from participating in the resulting *procurement process*; and
 2. To do otherwise may be perceived to give a *vendor* an unfair advantage during a *procurement process* or compromise the ability of a *vendor* to perform its obligations under the *contract*.

8. PROCUREMENT PROCESS

1. Any *acquisition(s)* made by a *Town employee* must be undertaken in accordance with the *procurement processes* described within this *Policy*, the *Procedures* and any other applicable *Town policies* and procedures; and
2. *Acquisitions* of information and communications technology, computer equipment or software must be made with prior consultation with Information Technology Services and in compliance with the appropriate *procurement process* as outlined in this *Policy*.

9. STANDARD PROCUREMENT METHODS

1. Request for Information (*RFI*)

1. A *request for information (RFI)* will be issued for the purpose of compiling available market information and capabilities of various *vendors* in providing *deliverables* to the *Town* in order to make informed *acquisition* decisions and may be followed by a subsequent *request for tender (RFT)* or *request for proposal (RFP)*;
 1. The receipt of a *submission* in response to an *RFI* does not create any *contract* obligations on the part of the *Town*; and
 2. The *Town* is not required to proceed with any further *procurement process* following an *RFI*.
2. The initiation of this *procurement* method must be in accordance with the process described in the *Procedures*.

2. Request for Expressions of Interest (*REOI*)

1. A *request for expressions of interest (REOI)* will be issued with the purpose of compiling a list of potential *vendors* who may be interested in providing *deliverables* to the *Town*;
 1. An *REOI* is often conducted in the early stages of the *procurement process* as a means for the *Town* to seek industry input into scoping requirements for a project that is intended to go back out to market at a later date.
 2. The *REOI* is also an opportunity for interested parties to respond with the requested information so that they may be informed about future announcements related to the project, including the competitive selection process;
 1. The receipt of a *submission* in response to an *REOI* does not create any *contract* obligations on the part of the *Town*; and
 2. The *Town* is not required to proceed with any further *procurement process* following an *REOI*.
 3. The initiation of this *procurement* method must be in accordance with the process described in the *Procedures*.

3. Request for Pre-Qualification (*RFPQ*)

1. A *request for pre-qualification (RFPQ)* will be issued when seeking the *submission* of information, including, but not limited to a potential *vendor's* experience, financial strength, education, background and personnel or *ITMS*

or corporations who wish to qualify to be able to compete to supply *deliverables* to the *Town*;

2. An *RFPQ* is typically used as the first stage in a two-stage *procurement process* in order to short-list the most qualified *vendors*;
 1. The second stage is either a *request for tender (RFT)* or a *request for proposal (RFP)* for specific *deliverables*;
 2. The receipt of a *submission* in response to an *RFPQ* will not create any contractual obligation on the part of the *Town*; and
 3. The *Town* is not required to proceed with any further *procurement processes* following an *RFPQ*.
3. The initiation of this *procurement* method must be in accordance with the process described in the *Procedures*.
4. Low Value Purchase (*LVP*)
 1. A *low value purchase (LVP)* will be conducted by the *requisitioner* for the *acquisition* of *deliverables* having an estimated *acquisition value* as stated in [SCHEDULE E - THRESHOLDS](#);
 2. A *request for quotation (RFQ)* must be issued by the *requisitioner* from the *requisitioning department* to obtain a minimum of three (3) written quotations in compliance with the *Procedures* for the *acquisition* of *deliverables* having an estimated *acquisition value* for *LVP* as stated in [SCHEDULE E – THRESHOLDS](#);
 1. Notwithstanding the requirement in Section 4.2 above, when, in cases where the *deliverable* is *Consulting and Professional Services* and in the opinion of the *Director* of the *requisitioning department*, it is not feasible to obtain three (3) written quotations, an *RFQ* must be issued by the *requisitioner* from the *requisitioning department* to obtain a minimum of one (1) written quotation in compliance with the *Procedures* for the *acquisition* of *deliverables* having an estimated *acquisition value* for *LVP* as stated in [SCHEDULE E – THRESHOLDS](#).
 3. The *requisitioner* must consult with *Procurement Services* with respect to any questions regarding the *RFQ procurement process*;
 4. If the prices received by the *requisitioner* exceed the threshold for a *LVP* as stated in [SCHEDULE E – THRESHOLDS](#), the *requisitioner* must initiate a *procurement process* that is appropriate based on the prices submitted (i.e. *RFT* or *RFP*);

5. When an *acquisition* of *Consulting and Professional Services* is made through the *LVP* process, the resulting *contract* is not eligible for term extension or continued engagement through the *single source* or *sole source* process once the originally proposed *scope* of work has been completed unless the additionally required work could not have been reasonably anticipated at the time of engagement and is authorized in advance by the *Director of Legislative Services*:
 6. *LVP acquisitions* must be made utilizing either a *purchase card* or a *purchase order* as stated in [SCHEDULE E - THRESHOLDS](#);
 7. The *requisitioner* must collect and maintain current throughout the term of *contract*, all certificates of insurance and Workplace Safety and Insurance Board (WSIB) clearance certificates for *deliverables* acquired through a *LVP* process; and
 8. The initiation of this *procurement* method must be in accordance with the process described in the *Procedures*.
5. Request for Tender (*RFT*)
1. A *request for tender (RFT)* will be conducted for the *acquisition* of *deliverables* having an estimated *acquisition value* as stated in [SCHEDULE E - THRESHOLDS](#), and where all of the following criteria apply:
 1. Two or more sources are considered capable of supplying the *deliverables*;
 2. The *specifications* for *deliverables* can be adequately defined;
 3. The market conditions are such that *bid submissions* can be submitted on a competitive pricing basis; and
 4. It is intended that the lowest cost compliant *bid submission* will be accepted.
 2. In the case of a pre-qualified *RFT*, only the selected pre-qualified *vendors* will be notified; and
 3. Any *bid irregularities* will be dealt with in accordance with either [SCHEDULE C1 – BID IRREGULARITIES](#) (Applicable to Hard Copy Bidding Only) or [SCHEDULE C2 – BID IRREGULARITIES](#) (Applicable to Electronic Bidding Only) and in compliance with the *procurement process* stated in this *Policy*; and
 4. The initiation of this *procurement* method must be in accordance with the process described in the *Procedures*.

6. Request for Proposal (*RFP*)

1. A request for proposal (*RFP*) will be conducted for the acquisition of deliverables having an estimated acquisition value as stated in [SCHEDULE E - THRESHOLDS](#), and where price is not the primary evaluation factor;
 1. An *RFP bid call document* may provide for negotiation of all terms, including price prior to award of contract; and
 2. An *RFP* may include the provision for the negotiation of best and final offers and may be a single stage or multi stage *RFP*.
2. The goals of an *RFP* are;
 1. To implement an effective, objective, open, fair, ethical, accountable, transparent, and efficient *procurement process* for obtaining unique proposals designed to meet broad outcomes to a complex problem or need for which there is no clear or single solution; and
 2. To select the proposal that earns the highest total point score and meets the requirements specified in the *bid call document*, based on qualitative, technical and pricing considerations.
3. This *procurement process* may be used for any dollar value, when the requirements cannot be definitely specified;
 1. An *RFP* will be conducted for the procurement of deliverables when any of the following criteria apply:
 1. The selection of the vendor depends more upon the effectiveness of the proposed solution, than the price alone;
 2. It is expected that negotiation with one or more contractors may be required with respect to any aspect of the contract; or
 3. The precise deliverables, or the specifications are not known or are not definable and it is expected that the contractor will further define them.
4. In the case of a pre-qualified *RFP*, only the selected pre-qualified contractors will be notified;
5. The evaluation of an *RFP* will be split between technical and financial scoring in a weighting that is equal to one hundred percent (100%) (e.g. 80%/20%, 70%/30%, 60%/40%);
6. A “two-envelope” *RFP procurement process* consists of two stages:

1. In Stage 1, the evaluations of technical qualifications are conducted;
 1. This stage may include *respondent* presentations, demonstrations and interviews.
2. In Stage 2, the evaluations of financial *bid submissions* are conducted;
 1. Financial evaluations will be conducted on *respondents* that have met or exceeded the minimum point score on the technical evaluations in stage one as prescribed in the *bid call document*.
7. Any *proposal irregularities* will be dealt with in accordance with either [SCHEDULE D1 – PROPOSAL IRREGULARITIES](#) (Applicable to Hard Copy Bidding Only) or [SCHEDULE D2 – PROPOSAL IRREGULARITIES](#) (Applicable to Electronic Bidding Only) and in compliance with the *procurement process* stated in this *Policy*; and
8. The initiation of this *procurement* method must be in accordance with the process described in the *Procedures*.

10. NON-STANDARD PROCUREMENT METHODS

1. Unsolicited Bids / Proposals

1. All unsolicited *bids* or *proposals*, including any offers for presentations, demonstrations or product/service trials submitted to *Town employees* with the expectation on the part of the submitter of obtaining consideration for an ensuing *contract* or *acquisition* by the *Town*, must receive no consideration and be directed to *Procurement Services* for review; and
2. Any *acquisition* resulting from the receipt of an unsolicited *bid* or *proposal* must be made in compliance with the *competitive procurement* provisions of this *Policy*.

2. Negotiation

1. The *Manager of Procurement Services* may use *negotiation* as a *procurement* method for *deliverables* or for the sale of *personal property* for any *contract* when any of the following criteria apply:
 1. The *deliverables* are deemed necessary by the *CAO* as a result of an *emergency acquisition* which would not reasonably permit the use of any other prescribed *procurement process*;
 2. Due to abnormal market conditions, the *deliverables* required are in short supply;
 3. Where competition is precluded or severely restricted due to the existence of any patent right, copyright, technical secret or control of raw material;
 4. Where only one *bid submission* is received and it exceeds the amount budgeted for the *acquisition*;
 5. Where the lowest compliant *bid submission* exceeds the approved budget of the *deliverables* and it is impractical to conduct a new *procurement process*;
 6. Where all *bid submissions* fail to meet the *specifications* or terms and conditions and it is impractical to conduct a new *procurement process*;
 7. When no *bid submissions* are received in response to a *competitive procurement* and time deadlines make it impractical to conduct a new *procurement process*;
 8. An attempt, or attempts to *acquire* the required *deliverable* has been made in good faith using a *competitive procurement process* which has been unsuccessful in identifying a *contractor* and it is not reasonable or desirable that a further attempt to acquire the *deliverables* using a

procurement process be made other than *negotiation*;

9. In response to the *sale of personal property* with the highest *bidder*;
10. If a *negotiated* settlement cannot be reached with the highest evaluated *respondent* to a *request for proposal (RFP)*, the *Town* may proceed to *negotiate* with the next highest evaluated *respondent* until a *contractor* is selected;
11. Where, for security or confidentiality reasons, it is in the *best interest* of the *Town*; or
12. Where *authorized* by *Council* to do so.

3. Emergency Acquisition

1. Notwithstanding the provisions of this *Policy*, an *emergency acquisition* may be made, without issuing a *bid call document*, and may include *negotiation* when an *emergency* situation exists and the immediate *acquisition* of *deliverables* is necessary to prevent or alleviate:
 1. A serious delay in service delivery;
 2. A threat to the health, safety or welfare of any person;
 3. The disruption of *essential services*;
 4. Damage to public property; or
 5. Time does not permit the use of a standard *procurement process* due to an event that creates an unforeseen urgency that could not be reasonably addressed through appropriate advance planning.
2. For greater clarity, an *emergency acquisition* does not include a situation that has arisen due to a failure to plan to allow sufficient time for a *competitive procurement process*;
3. An *emergency acquisition* also includes an *emergency* declared under the Emergency Management and Civil Protection Act;
4. When any of the above criteria are applicable, a *P-Card* must be used or a *purchase order* must be issued;
 1. In the case of an after hour *emergency*, a *purchase order* must be issued the next business day.
5. When an *emergency acquisition* is made under [Time](#) does not permit the use of a standard *procurement process* due to an event that creates an unforeseen

urgency that could not be reasonably addressed through appropriate advance planning. above:

1. The *requisitioner* must follow the *single source acquisition* process and submit all necessary documents for approval promptly afterwards; and
 2. The *Director* of the *requisitioning department* must submit a report to the CAO explaining the actions taken and the reason(s) where the *acquisition value* exceeds the *single source acquisition* threshold for *Council* approval as stated in [SCHEDULE E – THRESHOLDS](#).
6. Subsequent to the conclusion of an *emergency* event declared under the Emergency Management and Civil Protection Act the CAO must submit a report to *Council* explaining the actions taken and the reason(s).
4. Single Source Acquisition
1. A *single source procurement process* may be used, subject to the approval of the *Director of Legislative Services* (or in times of absence, the *DCAO*), if the *deliverables* are available from more than one source, but there are valid and sufficient reasons as determined by the *Director* of the *requisitioning department*, for selecting one *vendor* in particular, including one or more of the following:
 1. An attempt to acquire the required *deliverables* by soliciting competitive *bid submissions* has been made in good faith, but has failed to identify a recommended *vendor*;
 2. The *deliverable* is acquired for testing or trial use;
 3. The confidential or security-related nature of the requirement is such that it would not be in the public interest to solicit competitive *bid submissions*;
 4. There is a need for standardization or compatibility with *deliverables* previously *acquired*;
 5. Where necessary to maintain an existing warranty from a previous or existing *vendor*;
 6. Where only one *authorized dealer/reseller* is offering the *deliverables* due to franchise restrictions;
 7. Construction, renovations, repairs, maintenance, etc. in respect of a building *leased* by the *Town* may only be done by the lessor of the building, in accordance with a *lease agreement*;
 8. The *deliverables* are *acquired* under circumstances which are exceptionally advantageous to the *Town*, such as in the case of a

bankruptcy or receivership;

9. It is advantageous to the *Town* to *acquire* the *deliverables* from a *vendor* pursuant to the *procurement process* conducted by another government agency;
 10. It is advantageous to the *Town* to *acquire* the *deliverables* directly from another public body;
 11. Another organization is funding or substantially funding the *acquisition* and has selected the *vendor*, and the terms and conditions of the commitment into which the *Town* will enter are acceptable to the *Town*;
 12. Where, due to abnormal market conditions, the *deliverables* required are in short supply;
 13. Notwithstanding anything in this *Policy*, where an *acquisition* is determined by *Council* to be fair and reasonable and is made from a *non-profit* corporation supported by the *Town*, the *Town* may make such an *acquisition*;
 14. Where *goods* are offered for sale to the *Town* by auction or *negotiation*, such an *acquisition* will be deemed to be a *single source acquisition* and authorization to submit a *bid* or *conduct negotiations* is compliant with [SCHEDULE E - THRESHOLDS](#) where the *acquisition* is determined to be clearly in the *best interest* of the *Town*;
 15. Where the *acquisition* is being made under the *emergency acquisition* provisions of this *Policy*;
2. Prior to the *award* of a *contract* using the above rationale, the *requisitioner* must perform due diligence by exploring price *negotiation* possibilities with the selected *vendor*;
 3. There must be sufficient written justification provided to the *Director of Legislative Services* (or in times of absence, the *DCAO*) prior to *awarding* a *contract* pursuant to the *single source procurement process*.
 4. The *award* of *single source contracts* must comply with [SCHEDULE E – THRESHOLDS](#) and where the *award* of *contract* required *Council* approval, it will be published on the *Town's* e-procurement website; and
 5. The initiation of this *procurement* method must be in accordance with the process described in the *Procedures*.
5. Sole Source Acquisition

1. A *sole source procurement process* may be used for the *acquisition* for *deliverables* without the *competitive procurement process*, subject to the approval of the *Director of Legislative Services* (or in times of absence, the *DCAO*), when one or more of the following circumstances apply:
 1. Competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, license, technical secrets or controls of raw material;
 2. One available *vendor's* unique ability or capability to meet the particular requirements of the *Town*; or
 3. The complete *deliverable* is unique to one *vendor* and no alternative or substitute exists.
2. The *award of sole source contracts* must comply with [SCHEDULE E – THRESHOLDS](#) and where the *award of contract* required *Council* approval, it must be published on the *Town's* e-procurement website; and
3. The initiation of this *procurement* method must be in accordance with the process described in the *Procedures*.

6. Co-Operative Procurement

1. The *Town* may participate in *co-operative procurement* with the York Purchasing Co-operative (*YPC*) or other government agencies or public authorities where it is in the *best interest* of the *Town* to do so;
2. If the *Town* decides to participate in a *co-operative procurement*, the *procurement* policy and procedures of the government agencies or public authorities calling the *bid* on behalf of the participants are to be the accepted policy and procedures and the *Town* must be named in the initial co-operative *bid call documents*;
3. Notwithstanding any other provision of this *Policy*, an *acquisition* may be made directly from a *vendor* if the *Manager of Procurement Services* determines that the government agency or public authority has followed a competitive method for the *acquisition* of *deliverables* and the following additional conditions exist:
 1. The same *deliverables* will be made available to the *Town* for the same or better price than the price that the *Town* could secure on its own;
 2. The *acquisition* of *deliverables* by the *Town* is within the approved budget; and
 3. The *vendor* is not suspended or in *litigation* with the *Town*.

4. The *award of contract* in relation to an *acquisition* made by another government agency or public authority will be in accordance with the *authority* applicable to a *competitive procurement* as set out in this *Policy*.

7. Reverse Auctions

1. The *Manager of Procurement Services* may acquire *deliverables* using *reverse auction* bidding strategies in situations where, in the opinion of the *Manager of Procurement Services*, it is in the *best interest* of the *Town*; and
2. The *reverse auction* may be conducted online, at the discretion of the *Manager of Procurement Services* and this may include a pre-qualification of *bidders*, and the selected short-listed *bidders* would be invited to participate in the *reverse auction*.

11. GRANT-FUNDED PROJECTS

1. When a grant, stimulus funding, or other similar funding is received by the *Town*, the *acquisition of deliverables* to be paid for using such grant or funding is subject to this *Policy* and the *Procurement Procedures*; and
2. Grants often have short time frames to meet, and although every effort will be made to expedite the *procurement process* where possible to remain within such time frames, the *requisitioner* must submit their *RFA*, statement of work and all related *procurement* requirements to *Procurement Services* in a timely manner;
 1. However, where compliance with this *Policy* may put the receipt of the grant or funding at risk, the *requisitioner* may request special consideration from the *procurement review panel (PRP)*, which may include exemption from or partial waiver of this *Policy*.

12. LOCAL PREFERENCE

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

13. PROCUREMENT REVIEW PANEL (*PRP*)

1. The *procurement review panel (PRP)* will be convened to consider an issue or irregularity, or make a determination under the *Policy* and any applicable *Procedures* in relation to a *Town procurement process*;
2. The *PRPs'* responsibilities include, but are not limited to, reviewing and making recommendations on action to be taken related to:
 1. *Bid submission* or *proposal submission irregularities* or other issues pertaining to a *bid* or *proposal*;
 2. *Bid submission* challenges;
 3. *Bid dispute resolution*;
 4. *Contractor* suspensions; and/or
 5. Matters involving *contractor* performance.
3. The *PRP* will follow the process as set out in the *Procedures*.

14. BID / PROPOSAL IRREGULARITIES

1. The *Manager of Procurement Services* will exercise judgement in determining compliant *bid submissions* and consult with the *PRP* when a *bid irregularity* or *proposal irregularity* occurs to which a remedy is not determined in:
 1. [SCHEDULE C1 – BID IRREGULARITIES](#) (Applicable to Hard Copy Bidding Only);
 2. [SCHEDULE C2 – BID IRREGULARITIES](#) (Applicable to Electronic Bidding Only);
 3. [SCHEDULE D1 – PROPOSAL IRREGULARITIES](#) (Applicable to Hard Copy Bidding Only); or
 4. [SCHEDULE D2 – PROPOSAL IRREGULARITIES](#) (Applicable to Electronic Bidding Only).
2. The description and remedies in the schedules are not to be considered an exhaustive list of all possible irregularities for *bids* or *proposals*;
3. The *Manager of Procurement Services*, after consultation with the *PRP*, may reject a *bid* or *proposal submission* based on a *bid* or *proposal irregularity* not listed in the description that is considered a material irregularity; and
4. *Bidders* whose *bids* or *proposals* are rejected due to an irregularity will be notified prior to any *award of contract*.

15. TIED BIDS RECEIVED

1. In the case of a *tied bid* between two *bidders* and where multiple *awards* are not possible, a coin toss will be conducted following the coin toss process as set out in the *Procedures*; and
2. In the case of *tied bids* between three or more *bidders* and where multiple *awards* are not possible, the *Town* will determine the *contractor* by a lottery draw following the lottery draw process as set out in the *Procedures*.

16. COUNCIL APPROVAL

1. Despite any other provision of this *Policy*, *Council* approval is required for the following:
 1. Any *award of contract* where *Council* has requested final approval of the *award*;
 2. Where there is no provision in the *Town's* annual budget for the *deliverable* subject to the *contract* or *purchase order*;
 3. Where the *acquisition value* proposed for *acceptance* exceeds the *DCAO's authority* to approve overages as provided for in [DCAO's Roles and Responsibilities 6.3.2](#);
 4. Any *scope change* or *contingency* increase where the combined cumulative increases of the revised *acquisition value* of the *awarded contract* exceeds the *DCAO's authority* to approve overages as provided for in [DCAO's Roles and Responsibilities 6.3.2](#);
 5. Where there is a *bid* or *proposal irregularity* or unresolved challenge with the *procurement process* and, in the opinion of the *CAO*, in consultation with the *Town Solicitor*, the *award of contract* is likely to expose the *Town* to legal, financial or reputational risk; and
 6. Any *single source* or *sole source contract* having an *acquisition value* exceeding the *single source* or *sole source* threshold for *Council* approval as stated in [SCHEDULE E – THRESHOLDS](#).

17. BID DEBRIEFING

1. The purpose of *debriefing* is to explain to unsuccessful *vendors* why their *bid submission* was not accepted, allowing them to improve their future *bid submissions* and submit more competitive *bids*;
 1. A *debriefing* establishes and maintains the *Town's* reputation as a fair, honest and ethical entity, ensuring that high quality *vendors* are encouraged to make future *bid submissions*; and
 2. In addition, *Procurement Services employees* may improve future *bid call documents* by using the comments and suggestions provided by *vendors*.
2. Following the *award* of a *contract*, a *debriefing* will be provided upon request as long as the request for a *debriefing* is made within fourteen (14) calendar days following the *award* of *contract* being made public on the *Town's* e-procurement website and the *bid debriefing* will follow the process as set out in the *Procedures*.

18. BID DISPUTE RESOLUTION

1. If a *vendor* involved in a *procurement process* with the *Town* presents a *bid dispute* in writing regarding the *procurement process*, and is made within fourteen (14) calendar days following the *award of contract* being made public on the *Town's* e-procurement website, the *bid dispute resolution* process as set out in the *Procedures* will be followed.

19. SCOPE CHANGE AND CONTINGENCY INCREASE

1. Scope Change

1. *Scope change* means any change to the *scope* of a *contract* to accommodate a need not originally provided for in the *contract* which could not have been reasonably anticipated at the time of *award of contract*,
 1. A *scope change* must be for the same *deliverables* as those provided for in the *contract*, and may include the *acquisition* of additional *deliverables* and/or an adjustment to the *contract* price.
2. Approval to increase the *acquisition value* of the *contract* must be obtained by the *requisitioner* from their immediate Supervisor, Manager and Director in accordance with [SCHEDULE F – PURCHASING AUTHORITIES](#);
3. Where multiple *scope changes* are required to increase the *acquisition value* of the *contract*, the *requisitioner* must obtain approval based on the cumulative *acquisition value* of the *contract* in accordance with [SCHEDULE F – PURCHASING AUTHORITIES](#);
4. Single or cumulative *scope changes* must not exceed *Council* approved budget unless approval is given by the *DCAO*;
 1. The budget overage must not exceed the *DCAO's* *authority* to approve overages to the *Council* approved budget as provided for in the [Where it appears that additional](#) funds will be required to complete a capital project approved in the budget, the Department *Director* may request that the *DCAO* approve an increase in the budget not to exceed fifty-thousand dollars (\$50,000);.
5. *Council* approval for *scope change* must be obtained if a single *scope change* or cumulative *scope changes* exceed the approval authority of the *DCAO* as provided for in the [Where it appears that additional](#) funds will be required to complete a capital project approved in the budget, the Department *Director* may request that the *DCAO* approve an increase in the budget not to exceed fifty-thousand dollars (\$50,000);; and
6. *Scope change* does not include the *award* of provisional items not originally included in the initial *award of contract*.

2. Contingency Increase

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

2. Where the *acquisition value* of a *contract*, is expected to exceed the authorized amount and approval of additional funds is required as a result of an unexpected event or circumstances occurring, a *contingency* increase may be approved;
 3. Approval to increase the *acquisition value* of the *contract* to accommodate a *contingency* must be obtained by the *requisitioner* from their immediate Supervisor, Manager and Director in accordance with [SCHEDULE F – PURCHASING AUTHORITIES](#);
 4. Where multiple *contingency* increases are required to increase the *acquisition value* of the *contract*, the *requisitioner* must obtain approval based on the cumulative *acquisition value* of the *contract* in accordance with [SCHEDULE F – PURCHASING AUTHORITIES](#);
 5. Single or cumulative *contingency* increases must not exceed *Council* approved budget unless approval is given by the *DCAO*;
 1. The budget overage must not exceed the *DCAO's authority* to approve overages to the *Council* approved budget as provided for in the [Where it appears that additional](#) funds will be required to complete a capital project approved in the budget, the Department *Director* may request that the *DCAO* approve an increase in the budget not to exceed fifty-thousand dollars (\$50,000);.
 6. *Council* approval for *contingency* increase must be obtained if a single *contingency* increase or cumulative *contingency* increases exceed the approval authority of the *DCAO* as provided for in the [Where it appears that additional](#) funds will be required to complete a capital project approved in the budget, the Department *Director* may request that the *DCAO* approve an increase in the budget not to exceed fifty-thousand dollars (\$50,000);.
3. General
 1. The *requisitioner* must obtain prior written approval of the *scope change* or *contingency increase* and submit an *ePR* with the required change order(s), supporting documentation and justification to *Procurement Services* to increase the affected *PO* value for the project.

20. CONTRACTOR PERFORMANCE AND SUSPENSION

1. All *contracts for deliverables* must be managed by the *requisitioning department* and the performance of the *contractor* must be monitored and tracked in accordance with any applicable *Procedures*; and
2. *Contractors* may be suspended from participating in future *procurements* for a specified period of time in accordance with the Contractor Suspension Procedure (*CSP*) as set out in the *Procedures*.

21. SURPLUS ASSETS

1. On an annual basis, or at such other time as may be prescribed, all *goods* of the *Town*, which have become a *surplus asset* to its needs, and require *disposal*, must be listed with reasonable particularity and such lists will be provided to *Procurement Services* for *disposal*;
2. The *Manager of Procurement Services* will then have the *authority* to transfer such *surplus assets* from one *Town* department to another; and
3. Any surplus assets not required by departments and are deemed by the *Manager of Procurement Services* to have residual value must be disposed of by the *disposal* methods as set out in the *surplus assets disposal methods* of the *Procedures*.

22. PROCUREMENT DOCUMENTS AND RECORDS RETENTION

1. All *procurement* activities must be supported by appropriate documentation and copies of all *contracts* executed pursuant to this *Policy* must be delivered to *Procurement Services* for electronic storage in their selected e-procurement system and *procurement* project files; and
2. All *procurement* documents, as well as any other pertinent information for reporting and auditing purposes must be retained in a recoverable form in accordance with the *Town's* records retention policy.

23. POLICY REVIEW

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

24. AMENDMENTS

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

25. SEVERABILITY

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

26. SHORT FORM TITLE

1. The short form of this document will be “Procurement Policy”.

SCHEDULE A – DEFINITIONS

In this *Policy*:

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

1. Any form of assistance such as loans, equity infusion, guarantees or fiscal incentives;
2. Provision of *deliverables* to *persons* or other government organizations;
3. A revenue generating arrangement; or
4. Acquisition of *real property*.

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

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

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

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

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

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

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

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

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

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

"*Bid Call Document*" means the *Town's bid* document which may be in the form of *request for quotation (RFQ), request for proposal (RFP), request for tender (RFT), or other RFX bid* documents;

"*Bid Dispute Resolution*" means a provision in the *Procedures* which outlines the process to ensure that a protest to a *bid submission* is handled in an ethical, fair, reasonable and timely fashion;

"*Bid Irregularity*" means a deviation between the requirements (terms, conditions, *specifications*, special instructions) of a *bid call* and the information provided in a *bid submission*;

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

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

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

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

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

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

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

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

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

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

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

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

“*Co-operative Procurement*” means;

1. The action taken when two or more entities combine their requirements to obtain advantages of volume *acquisitions* including administrative savings and other benefits; or
2. A variety of arrangements whereby two or more public *procurement* entities purchase from the same *contractor(s)* using a single *bid call document*.

“*Council*” means the elected *Council* of The Corporation of the Town of Georgina;

“*Debriefing*” means a practice used primarily during the *request for proposal (RFP)* process, whereby the *Town’s Procurement Services* representative will meet in-person, by telephone or by video conference with those parties requesting a *debrief*, whose *bid submissions* were not deemed appropriate for *award of contract*. It is viewed as a learning process for *respondents* who may gain a better understanding regarding perceived deficiencies contained within their *bid submission*;

“*Deliverables*” means *goods, services* and *construction* that must be provided upon the completion of a *procurement*;

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

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

"*Director of Legislative Services*" means the *individual* occupying the office of the *Director of Legislative Services* for The Corporation of the Town of Georgina, or such successor office as the case may be;

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

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

"*Emergency*" means an event or circumstance where the immediate *acquisition* of *deliverables* is necessary to prevent or alleviate:

1. A serious delay in service delivery;
2. A threat to the health, safety or welfare of any person;
3. The disruption of *essential services*;
4. Damage to public property; or
5. Where time does not permit the use of a standard *procurement process* due to an event that creates an unforeseen urgency that could not be reasonably addressed through appropriate advance planning and includes an emergency declared under the Emergency Management and Civil Protection Act;

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

"*Employee Code of Conduct*" means the *Town's Employee Code of Conduct*, as amended;

"*Essential Service*" means any service rendered to or by the *Town*, the interruption of which could endanger the life, health or personal safety of any *individual*;

"*Goods*" means anything acquired other than *services* or *real property*;

"*Individual*" means a natural *person*;

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

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

"*Local Board*" means a municipal service board, transportation commission, board of health, police services board, planning board, or any other board, commission, committee, body or local authority established or exercising any power under any act with

respect to the affairs or purposes of one or more municipalities, excluding a school board, library board or a conservation authority;

“*Low Value Purchase*” (*LVP*) means the *acquisition of deliverables* having an estimated *acquisition value* as stated in [SCHEDULE E - THRESHOLDS](#);

“*Manager, Financial Controllership and Reporting / Deputy Treasurer*” means the individual occupying the office of the *Manager, Financial Controllership and Reporting / Deputy Treasurer* of The Corporation of the Town of Georgina, or such successor office as the case may be;

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

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

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

“*No Cost Procurement*” means an *acquisition* by the *Town* that does not bear any cost (expense or capital expenditure). This usually is a result of a cost pass-through from a third party beneficiary for a particular project, and does not include a grant funded project;

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

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

“*Non-Refundable HST*” means the percentage of the Harmonized Sales Tax (HST) that the *Town* is required to pay, and does not recover through input tax credits, on the *acquisition of deliverables*;

“*P-Card*” means *purchase card*;

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

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

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

"*Policy*" means the *Town's procurement Policy*, as amended;

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

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

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

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

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

"*Procurement Review Panel*" means *employees* of the *Town*, appointed pursuant to this *Policy* to make determinations on *bid irregularities*, *proposal irregularities* or other issues, in accordance with the *Town's procurement Policy* and *Procedures*;

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

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

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

"*Proposal Irregularity*" means a deviation between the requirements (terms, conditions, *specifications*, special instructions) of a *bid call document* and the information provided in a *proposal submission*;

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

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

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

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

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

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

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

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

"Request for Pre-Qualification" (RFPQ) means a request for the submission of information from potential *vendors*, including but not limited to the experience, financial strength, education, background and personnel of firms or corporations who want to qualify to be able to compete to *deliverables* to the *Town*. An *RFPQ* is typically used as the first stage in a two-stage *procurement process* in order to short-list the most qualified *vendors*;

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

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

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

"Request for Tender" (RFT) means a *bid call document* issued seeking *bid submissions* to obtain *deliverables* whenever the requirements can be precisely defined and the

expectation is that the lowest *bid submission* meeting the requirements specified in the *bid call document*, would be accepted, subject to any other provisions of the *contract documents* and this *Policy*;

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

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

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

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

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

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

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

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

"*Scope Change*" means any change to the *scope* of a *contract* to accommodate a need not originally provided for in the *contract* which could not have been reasonably anticipated at the time of *award of contract*. A *scope change* must be for the same *deliverables* as those provided for in the *contract*, and may include the *acquisition* of additional *deliverables* and/or an adjustment to the *contract price*;

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

and except only services to be delivered by an officer or *employee* of the *Town* in accordance with terms of employment;

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

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

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

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

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

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

"*Supplier Code of Conduct*" means the *Town's Supplier Code of Conduct* that outlines clear expectations for all "*consultants*", "*contractors*", "*suppliers*" and "*vendors*" related to their conditions of employment, workplace environment and business ethics;

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

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

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

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

"*Tender*" means a written detailed offer from a *bidder*, received in response to a *request for tender (RFT)* to supply of *deliverables* where there are clearly defined criteria or *specifications*;

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

"*Total Cost*" means *acquisition value*;

"*Town*" means The Corporation of the *Town* of Georgina and its *local boards* (except Georgina Public Library) and *committees*;

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

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

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

"*Working Day*" means Monday through Friday, excluding any recognized statutory holiday, public holiday or civic holiday; and

"*WSIB*" means Workplace Safety and Insurance Board.

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

SCHEDULE B – EXEMPTIONS

1. This *Policy* does not apply to the *acquisition* of the following *deliverables*:
 1. Where a statutory monopoly controls the supply;
 2. *Acquisition* or *disposal* of any *real property* or to any *lease*, right or permission relating to the use or occupation of *real property*;
 3. Work performed on property under the provisions of a *lease* of *real property*, warranty or guarantee held in respect of the property or the original work and is provided for under the terms of such *lease*, including tenant improvements, equipment and fixtures, the terms of the *lease* will govern to the extent of any conflict with this *Policy*;
 4. *Deliverables* acquired on a commodity market;
 5. *Acquisitions* from other government bodies;
 6. *Deliverables* related to food supplies for the *Town's* animal shelter and adoption centre;
 7. The following *deliverables* related to *employee* training, education and professional development:
 1. Attendance at conferences, conventions, courses, workshops and seminars;
 2. Educational or training programs where the service provider is prescribed by a regulatory body;
 3. Newspapers, magazines, books, subscriptions and other periodicals;
 4. Digital research resources;
 5. Facilitators, educators and program hosts; and
 6. Computer software for educational purposes (online or otherwise).
 8. *Services* provided by the following licensed professionals:
 1. Veterinary medical services & laboratories;
 2. Real estate agent and lease arrangements;
 3. Legal services:

4. Fees from licenced health care practitioners and related services; and
5. Investigative services
9. *Deliverables* related to:
 1. Events supporting local *non-profit organizations*;
 2. Entertainment providers, entertainers/artists for theatre or special events;
 3. Recreational programming instructors that will provide specific instruction to the public at a cost through a *Town* offered program;
 4. Original works of art; and
 5. A contract to be *awarded* to the winner of a design contest.
10. *Deliverables* related to catering services or venues for *Town* sponsored social events, such as golf tournaments or employee engagement events;
11. The following professional and special *services*:
 1. Health and social services fees;
 2. Honorariums;
 3. Per diems;
 4. Committee fees;
 5. Expert witnesses and other court fees/costs;
 6. Arbitrators, mediators and other similar professionals;
 7. Appraisers;
 8. Talent acquisition firms;
 9. Temporary staffing agencies and services;
 10. Utility relocates by Public Utility; and
 11. Video surveillance equipment, security equipment and installation services where the highly confidential nature of the *deliverable* is such that it would not be in the *Town's best interest* to solicit competitive *bid submissions*.
12. Payment of the *Town's* general expenses, such as:

1. Refundable employee expenses (accommodations, meal allowances, travel, miscellaneous);
 2. Health benefit payments;
 3. Insurance premiums and expenses;
 4. Memberships and professional dues;
 5. Banking services;
 6. *P-Card* providers;
 7. Marketing, promotion and advertising for *Town's* services or programs;
 8. Charges to and from other government bodies (e.g., school boards, federal and provincial ministries/bodies/agencies, municipalities, TRCA, LSRCA, etc.);
 9. License fees (regular license fees for vehicles, firearms, elevators, communications, software, etc. required to maintain existing products and systems originally obtained in accordance with the *Policy*); and
 10. Telecommunications, internet and cable television.
13. *Deliverables* acquired by the *Town* for the benefit of a third party, which will be reimbursed to the *Town* in full, or paid in full by the third party.

SCHEDULE C1 – BID IRREGULARITIES (Applicable to Hard Copy Bidding Only)

1. For the purposes of this *Policy*, the following actions will be taken regarding *bid irregularities*, as defined in this *Policy*, excluding *proposal irregularities*;

| ITEM # | DESCRIPTION | ACTION |
|--------|--|--|
| 1. | Late <i>bid submission</i> . | Automatic rejection. |
| 2. | <i>Bid submission</i> provided on other than the <i>bid</i> form. | Automatic rejection. |
| 3. | <i>Bid submission</i> completed in other than ink or typed format. | Automatic rejection. |
| 4. | <i>Bid submission</i> not legible. | Automatic rejection, unless in the opinion of the <i>Manager of Procurement Services</i> , the illegibility is not pricing and is considered to be immaterial to the <i>Town</i> which may upon request by the <i>Town</i> , must be remedied by the <i>respondent</i> within two (2) <i>working days</i> or the <i>bid submission</i> will be rejected. |
| 5. | <i>Bid</i> form not signed. | Upon request of the <i>Town</i> , <i>respondent</i> must remedy the <i>bid irregularity</i> within two (2) <i>working days</i> or the <i>bid submission</i> will be rejected. |
| 6. | Incomplete <i>bid submission</i> . | Automatic rejection, unless: 1. It is stated in the <i>bid call document</i> that partial <i>bid submissions</i> are acceptable, and the <i>bid submission</i> is complete in respect of the portion of the scope of work or <i>deliverable(s)</i> <i>bid</i> upon; or 2. The <i>Manager of Procurement Services</i> deems the irregularity minor in nature; or 3. In the opinion of the <i>PRP</i> , the omission is administrative in nature and upon request of the <i>Town</i> , <i>respondent</i> must remedy the <i>bid irregularity</i> within two (2) <i>working days</i> or the <i>bid submission</i> will be rejected. Incomplete pricing will not be considered administrative in nature and the <i>bid submission</i> will be rejected, with the exception of those <i>bid irregularities</i> stated in accordance with paragraphs 14 and 15 below. |
| 7. | All <i>addendum(s)</i> not acknowledged in the <i>bid</i> | Automatic rejection, unless the relevant <i>addendum</i> issued is solely to revise a |

| | | |
|-----|--|--|
| | <i>submission.</i> | <i>bid submission</i> deadline and the <i>bid submission</i> is received in accordance with the revised <i>bid submission</i> deadline. |
| 8. | <i>Bid submission by a respondent</i> who is in unresolved litigation with the <i>Town</i> . | Automatic rejection unless it is subject to the exceptions stated in the <i>Town's</i> Contractor Suspension Procedure (<i>CSP</i>). |
| 9. | Alterations, additions, deletions or qualifying statements (referred to as a "variation") made to or provided with the <i>bid</i> form. | Automatic rejection, unless in the opinion of the <i>PRP</i> , such variation is considered to be immaterial to the <i>Town</i> . |
| 10. | Strikeouts, erasures, whiteouts or overwrites made to the <i>bid</i> form, not initialed by an authorized person. | Automatic rejection, unless in the opinion of the <i>PRP</i> , the failure to initial is minor in nature and is capable of being remedied. Upon request of the <i>Town</i> , the <i>respondent</i> must be given two (2) working days to initial, or the <i>bid submission</i> will be rejected, or, alternatively, the failure to initial is otherwise immaterial to the <i>Town</i> . Un-initialed alterations to pricing information will be dealt with in accordance with paragraphs 11 to 13 below. |
| 11. | Mathematical errors, which are not consistent with the unit price; mathematical errors such as tax calculation errors. | Upon request of the <i>Town</i> , <i>respondent</i> must accept and initial corrections made by the <i>Town</i> within two (2) working days or the <i>bid submission</i> will be rejected. |
| 12. | Unit price in the Schedule of Prices, which has been changed but not initialed, and the unit price extension is consistent with the unit price as amended. | Upon request of the <i>Town</i> , <i>respondent</i> must initial within two (2) working days or the <i>bid submission</i> will be rejected. |
| 13. | Unit price in the Schedule of Prices, which has been changed but not initialed, and the unit price extension is not consistent with the unit price as amended. | Automatic rejection. |
| 14. | If a unit price has been given, but the corresponding extended total has been omitted. | The extended total will be calculated from the unit price and the estimated quantity by the <i>Town</i> . |
| 15. | If an extended total has been given but the corresponding unit price has been omitted. | The unit price will be calculated from the extended total and the estimated quantity by the <i>Town</i> . |
| 16. | Where there is a calculation error in the addition of individual lump sum prices into a subtotal price. | The <i>Town</i> may make the appropriate mathematical correction to the subtotal price and/or subtotal <i>contract</i> price, as the case may be, so that the calculation |

| | | |
|-----|--|---|
| | | is correct. The <i>respondent</i> will be given two (2) <i>working days</i> to accept and initial corrections made by the <i>Town</i> . |
| 17. | Failure to provide <i>bid bond</i> or the <i>bid bond</i> is not in the name of The Corporation of the Town of Georgina. | Automatic rejection. |
| 18. | Insufficient <i>bid</i> security. | Automatic rejection, unless in the opinion of <i>PRP</i> , the insufficiency in the <i>bid</i> deposit is trivial or insignificant. Upon request of the <i>Town</i> , <i>respondent</i> must remedy the <i>bid irregularity</i> within two (2) <i>working days</i> or the <i>bid submission</i> will be rejected. |
| 19. | <i>Respondent</i> did not submit an undertaking to provide a bond. | Automatic rejection |
| 20. | <i>Respondent</i> did not attend the mandatory site meeting. | Automatic rejection |
| 21 | <i>Bid submission</i> received from a <i>respondent</i> serving a suspension period in accordance with the <i>Town's</i> Contractor Suspension Procedure (<i>CSP</i>). | Automatic rejection unless, at the <i>Town's</i> sole discretion, it is subject to the exceptions stated in the <i>Town's</i> Contractor Suspension Procedure (<i>CSP</i>). |
| 22. | Other <i>bid irregularities</i> . | Referred to the <i>procurement review committee</i> for review, consideration, and determination. Upon request of the <i>Town</i> , <i>respondent</i> must remedy any <i>bid irregularity</i> within two (2) <i>working days</i> or the <i>bid submission</i> will be rejected. |

2. All *bid irregularities* that are not resolved by the above table will be referred to the *PRP* for review, consideration, and determination in accordance with Section 13 – Procurement Review Panel (*PRP*) of this *Policy*; and
3. Where, at the request of the *Town*, a *respondent* has been given a period of time to correct a *bid irregularity*, if the *respondent* fails to make the correction within that time period, then the *respondent* will be deemed to be in default and;
 1. The *bid submission* will be rejected and the *respondent's bid* security (where applicable) will be forfeited, retained and applied for use by the *Town*; and
 2. At the discretion of the *PRP*, the *respondent* may be suspended in accordance with the *Town's* Contractor Suspension Procedure (*CSP*).

SCHEDULE C2 – BID IRREGULARITIES (Applicable to Electronic Bidding Only)

1. For the purposes of this *Policy*, the following actions will be taken regarding *bid irregularities* (as defined in this *Policy*, excluding *proposal irregularities*);

| ITEM | DESCRIPTION | ACTION |
|------|--|---|
| 1. | <i>Bid submission</i> received by a <i>respondent</i> who is in unresolved <i>litigation</i> with the <i>Town</i> . | Automatic rejection unless, at the <i>Town's</i> sole discretion, it is subject to the exceptions as stated in the <i>Town's</i> Contractor Suspension Procedure (<i>CSP</i>). |
| 2. | <i>Bid submission</i> received from a <i>respondent</i> serving a suspension period in accordance with the <i>Town's</i> Contractor Suspension Procedure (<i>CSP</i>). | Automatic rejection unless, at the <i>Town's</i> sole discretion, it is subject to the exceptions as stated in the <i>Town's</i> Contractor Suspension Procedure (<i>CSP</i>). |
| 3. | Failure to provide <i>bid bond</i> or the <i>bid bond</i> is not in the name of The Corporation of the Town of Georgina. | Automatic rejection. |
| 4. | Insufficient <i>bid</i> security. | Automatic rejection, unless in the opinion of <i>PRP</i> , the insufficiency in the <i>bid</i> deposit is trivial or insignificant. Upon request of the <i>Town</i> , <i>respondent</i> must remedy the <i>bid irregularity</i> within two (2) <i>working days</i> or the <i>bid submission</i> will be rejected. |
| 5. | <i>Respondent</i> did not submit an undertaking to provide a bond. | Automatic rejection. |
| 6. | The <i>Town</i> is unable to verify digital <i>bid bond</i> or digital undertaking to provide a bond. | Automatic rejection. |
| 7. | Incomplete <i>bid submission</i> . | Automatic rejection, unless: 1. It is stated in the <i>bid call document</i> that partial <i>bid submissions</i> are acceptable, and the <i>bid submission</i> is complete in respect of the portion of the <i>scope of work</i> or <i>deliverable(s)</i> <i>bid</i> upon; 2. The <i>Manager of Procurement Services</i> deems the irregularity minor in nature; or 3. In the opinion of the <i>PRP</i> , the omission is administrative in nature and upon request of the <i>Town</i> , <i>respondent</i> must remedy the <i>bid irregularity</i> within two (2) <i>working days</i> or the <i>bid submission</i> will be rejected. |
| 8. | <i>Respondent</i> did not attend the mandatory site meeting. | Automatic rejection. |

| | | |
|----|-----------------------------------|--|
| 9. | Other <i>bid irregularities</i> . | Referred to the <i>PRP</i> for review, consideration, and determination. Upon request of the <i>Town</i> , <i>respondent</i> must remedy any <i>bid irregularity</i> within two (2) <i>working days</i> or the <i>bid submission</i> will be rejected. |
|----|-----------------------------------|--|

2. All *bid irregularities* that are not resolved by the above table will be referred to the *PRP* for review, consideration, and determination in accordance with Section 13 – Procurement Review Panel (*PRP*) of this *Policy*; and
3. Where, at the request of the *Town*, a *respondent* has been given a period of time to correct a *bid irregularity*, if the *respondent* fails to make the correction within that time period, then the *respondent* will be deemed to be in default and;
 1. The *bid submission* will be rejected and the *respondent's bid* security (where applicable) will be forfeited, retained and applied for use by the *Town*; and
 2. At the discretion of the *PRP*, the *respondent* may be suspended in accordance with the *Town's Contractor Suspension Procedure (CSP)*.

SCHEDULE D1 – PROPOSAL IRREGULARITIES (Applicable to Hard Copy Bidding Only)

- For the purposes of this *Policy*, the following actions will be taken regarding *proposal irregularities* (as defined in this *Policy*, excluding *bid irregularities*);

| ITEM | DESCRIPTION | ACTION |
|------|--|--|
| 1. | Late <i>proposal submission</i> . | Automatic rejection. |
| 2. | <i>Proposal submission</i> completed in other than ink or a typed format. | Automatic rejection. |
| 3. | <i>Proposal submission</i> not legible. | Automatic rejection, unless in the opinion of the <i>Manager of Procurement Services</i> , the illegibility is not pricing and is considered to be immaterial to the <i>Town</i> which may upon request by the <i>Town</i> , be remedied by the <i>respondent</i> , within two (2) <i>working days</i> or the <i>proposal submission</i> will be rejected. |
| 4. | <i>Proposal submission</i> not signed. | Upon request of the <i>Town</i> , <i>respondent</i> must remedy the <i>proposal irregularity</i> within two (2) <i>working days</i> or the <i>proposal submission</i> will be rejected. |
| 5. | All <i>addendum(s)</i> not acknowledged in the <i>respondent's proposal submission</i> (if issued). | Automatic rejection, unless the relevant <i>addendum</i> issued is solely to revise a <i>bid submission</i> deadline and the <i>bid submission</i> is received in accordance with the revised <i>bid submission</i> deadline. |
| 6. | <i>Proposal submission</i> received by a <i>respondent</i> who is in unresolved <i>litigation</i> with the <i>Town</i> . | Automatic rejection unless, at the <i>Town's</i> sole discretion, it is subject to the exceptions as stated in the <i>Town's</i> Contractor Suspension Procedure (<i>CSP</i>). |
| 7. | <i>Bid submission</i> received from a <i>respondent</i> serving a suspension period in accordance with the <i>Town's</i> Contractor Suspension Procedure (<i>CSP</i>). | Automatic rejection unless, at the <i>Town's</i> sole discretion, it is subject to the exceptions as stated in the <i>Town's</i> Contractor Suspension Procedure (<i>CSP</i>). |
| 8. | Alterations, additions, deletions or qualifying statements (referred to as a "variation") made to or provided with the <i>bid</i> form. | Automatic rejection, unless in the opinion of the <i>PRP</i> , such variation is considered to be immaterial to the <i>Town</i> . |
| 9. | Strikeouts, erasures, whiteouts or overwrites made to the <i>bid</i> form, not initialed by an authorized person. | Automatic rejection, unless in the opinion of the <i>PRP</i> , the failure to initial is minor in nature and is capable of being remedied. Upon request of the <i>Town</i> , the <i>respondent</i> must be given two (2) <i>working days</i> to initial, or the <i>bid submission</i> will be |

| | | |
|-----|--|--|
| | | rejected, or, alternatively, the failure to initial is otherwise immaterial to the <i>Town</i> . Un-initialed alterations to pricing information will be dealt with in accordance with paragraphs 10 to 12 below. |
| 10. | Mathematical errors, which are not consistent with the unit price; mathematical errors such as tax calculation errors. | Upon request of the <i>Town</i> , <i>respondent</i> must accept and initial corrections made by the <i>Town</i> within two (2) <i>working days</i> or the <i>proposal submission</i> will be rejected. |
| 11. | Unit price in the Schedule of Prices, which has been changed but not initialed, and the unit price extension is consistent with the unit price as amended. | Upon request of the <i>Town</i> , <i>respondent</i> must initial within two (2) <i>working days</i> or the <i>proposal submission</i> will be rejected. |
| 12. | Unit price in the Schedule of Prices, which has been changed but not initialed, and the unit price extension is not consistent with the unit price as amended. | Automatic rejection. |
| 13. | If a unit price has been given, but the corresponding extended total has been omitted. | The extended total will be calculated from the unit price and the estimated quantity by the <i>Town</i> . |
| 14. | If an extended total has been given but the corresponding unit price has been omitted. | The unit price will be calculated from the extended total and the estimated quantity by the <i>Town</i> . |
| 15. | Where there is a calculation error in the addition of individual lump sum prices into a subtotal price. | The <i>Town</i> may make the appropriate mathematical correction to the subtotal price and/or subtotal <i>contract</i> price, as the case may be, so that the calculation is correct. The <i>respondent</i> will be given two (2) <i>working days</i> to accept and initial corrections made by the <i>Town</i> . |
| 16. | Failure to provide <i>bid bond</i> or the <i>bid bond</i> is not in the name of The Corporation of the Town of Georgina. | Automatic rejection. |
| 17. | Insufficient <i>bid</i> security. | Automatic rejection, unless in the opinion of <i>PRP</i> , the insufficiency in the <i>bid</i> deposit is trivial or insignificant. Upon request of the <i>Town</i> , <i>respondent</i> must remedy the <i>bid irregularity</i> within two (2) <i>working days</i> or the <i>proposal submission</i> will be rejected. |
| 18. | <i>Respondent</i> did not submit an undertaking to provide a bond. | Automatic rejection. |

| | | |
|-----|---|---|
| 19. | <i>Respondent</i> did not attend the mandatory site meeting. | Automatic rejection. |
| 20. | Financial information was included in the technical section of the <i>proposal submission</i> . | Automatic rejection. |
| 21. | Other <i>proposal irregularities</i> . | Referred to the <i>PRP</i> for review, consideration, and determination. Upon request of the <i>Town</i> , <i>respondent</i> must remedy any <i>bid irregularity</i> within two (2) <i>working days</i> or the <i>proposal submission</i> will be rejected. |

2. All *bid irregularities* that are not resolved by the above table will be referred to the *PRP* for review, consideration, and determination in accordance with Section 13 – Procurement Review Panel (*PRP*) of this *Policy*; and
3. Where, at the request of the *Town*, a *respondent* has been given a period of time to correct a *bid irregularity*, if the *respondent* fails to make the correction within that time period, then the *respondent* will be deemed to be in default and;
 1. The *proposal submission* will be rejected and the *respondent's bid* security (where applicable) will be forfeited, retained and applied for use by the *Town*; and
 2. At the discretion of the *PRP*, the *respondent* may be suspended in accordance with the *Town's Contractor Suspension Procedure (CSP)*.

SCHEDULE D2 – PROPOSAL IRREGULARITIES (Applicable to Electronic Bidding Only)

1. For the purposes of this *Policy*, the following actions will be taken regarding *proposal irregularities* (as defined in this *Policy*, excluding *bid irregularities*);

| ITEM | DESCRIPTION | ACTION |
|------|--|--|
| 1. | <i>Proposal submission</i> received by a <i>respondent</i> who is in unresolved litigation with the <i>Town</i> . | Automatic rejection unless, at the <i>Town's</i> sole discretion, it is subject to the exceptions as stated in the <i>Town's</i> Contractor Suspension Procedure (<i>CSP</i>). |
| 2. | <i>Bid submission</i> received from a <i>respondent</i> serving a suspension period in accordance with the <i>Town's</i> Contractor Suspension Procedure (<i>CSP</i>). | Automatic rejection unless, at the <i>Town's</i> sole discretion, it is subject to the exceptions as stated in the <i>Town's</i> Contractor Suspension Procedure (<i>CSP</i>). |
| 3. | Failure to provide <i>bid bond</i> or the <i>bid bond</i> is not in the name of The Corporation of the Town of Georgina. | Automatic rejection. |
| 4. | Insufficient <i>bid</i> security. | Automatic rejection, unless in the opinion of <i>PRP</i> , the insufficiency in the <i>bid</i> deposit is trivial or insignificant. Upon request of the <i>Town</i> , <i>respondent</i> must remedy the <i>bid irregularity</i> within two (2) <i>working days</i> or the <i>proposal submission</i> will be rejected. |
| 5. | <i>Respondent</i> did not submit an undertaking to provide a bond. | Automatic rejection. |
| 6. | <i>Respondent</i> did not attend the mandatory site meeting. | Automatic rejection. |
| 7. | Financial information was included in the technical section of the <i>proposal submission</i> . | Automatic rejection. |
| 8. | Other <i>proposal irregularities</i> . | Referred to the <i>PRP</i> for review, consideration, and determination. Upon request of the <i>Town</i> , <i>respondent</i> must remedy any <i>bid irregularity</i> within two (2) <i>working days</i> or the <i>bid submission</i> will be rejected. |

2. All *bid irregularities* that are not resolved by the above table will be referred to the *PRP* for review, consideration, and determination in accordance with Section 13 – Procurement Review Panel (*PRP*) of this *Policy*; and
3. Where, at the request of the *Town*, a *respondent* has been given a period of time to correct a *bid irregularity*, if the *respondent* fails to make the correction within that time period, then the *respondent* will be deemed to be in default and;

1. The *bid submission* will be rejected and the *respondent's bid* security (where applicable) will be forfeited, retained and applied for use by the *Town*; and
2. At the discretion of the *PRP*, the *respondent* may be suspended in accordance with the *Town's Contractor Suspension Procedure (CSP)*.

SCHEDULE E – THRESHOLDS

| ESTIMATED ACQUISITION VALUE THRESHOLD (Including Non-Refundable HST) | PROCUREMENT METHOD | FORM OF COMMITMENT |
|--|---|-----------------------------------|
| TABLE 1. THRESHOLD FOR LOW VALUE PURCHASES (LVP) BY REQUISITIONING DEPARTMENT | | |
| Up to \$5,000 | Low Value Purchase (LVP) | P-Card |
| \$5,001 to \$10,000 | Low Value Purchase (LVP) | P-Card or Purchase Order |
| \$10,001 to \$25,000 | Request for Quotation (RFQ) – Must obtain 3 written quotes (1 written quote for Consulting and Professional Services) | Purchase Order |
| TABLE 2. THRESHOLD FOR BID CALL PROCESS | | |
| > \$25,000 | Request for Tender (RFT) or Request for Proposal (RFP) | Purchase Order |
| TABLE 3. THRESHOLD FOR SOLE OR SINGLE SOURCE ACQUISITIONS | | |
| \$25,001 to \$100,000 | Single Source or Sole Source Form Required | Purchase Order |
| > \$100,000 | Single Source or Sole Source Form Required | Purchase Order & Council Approval |

SCHEDULE F – PURCHASING AUTHORITIES

| ESTIMATED COST THRESHOLD (Including HST)* | POSITION LEVEL |
|---|----------------|
| Up to \$2,500 | Staff |
| Up to \$10,000 | Supervisor |
| Up to \$25,000 | Manager |
| Up to \$100,000 | Directors |
| Up to & > \$100,000 | DCAO or CAO |
| * Invoice amount including all taxes. (All signing authorities include full 13% HST) | |
| A <i>Director</i> may request the increase of purchasing <i>authority</i> for authorized <i>staff, supervisor</i> or <i>manager</i> up to the limit of the next threshold where such higher <i>authority</i> is required to effectively and efficiently perform the responsibilities of their job. Written authorization to increase purchasing <i>authority</i> is required from the <i>DCAO</i> or the <i>CAO</i> . | |

SCHEDULE G – PURCHASING AUTHORITIES – EMERGENCY ACQUISITION

| ESTIMATED COST THRESHOLD (Including HST)* | POSITION LEVEL |
|--|----------------|
| Up to \$2,500 | Staff |
| Up to \$10,000 | Supervisor |
| Up to \$25,000 | Manager |
| Up to \$100,000 | Directors |
| Up to \$250,000 | DCAO |
| Up to & > \$250,000 | CAO |
| * Invoice amount including all taxes. (All signing authorities include full 13% HST) | |