

	<b>Corporate Policies and Procedures</b>			
	<b>DEPARTMENT:</b> Corporate Services			<b>POLICY #:</b> FN-04
	<b>POLICY:</b> Procurement Policy			
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## Procurement Policy Statement

The County of Haliburton will purchase Goods and/or Services for its operations as outlined in this Policy.

All members of Council and all employees who are authorized to purchase Goods and/or Services on behalf of the County shall adhere to the County's Code of Conduct.

### Purpose

The purpose of this Policy is to:

Ensure that publicly funded Goods and/or Services, including Construction, Professional Services, and information technology, are acquired by the County through an open, fair, and transparent process that affords equal access to all qualified Vendors.

Ensure that County Procurement processes are managed consistently.

Outline County responsibilities throughout each stage of the Procurement process and provide greater control over Procurement activities, through the County's Procurement Procedures.

Provide guidance on ethical public sector purchasing.

Demonstrate the application of best practices in purchasing.

Provides for reciprocal Non-Discrimination and geographic neutrality with respect to trading partners in accordance with trade agreement obligations.

Ensure consistent compliance with applicable legislation including the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), the Freedom of Information and Protection of Privacy Act, Municipal Act, Ontario Discriminatory Business Practices Act, and the Human Rights Code.

## **Scope**

This Policy applies to all individuals making purchases on behalf of the County.

The County is governed by the Municipal Act 2001, S.O. 2001 and must conduct Procurement activities according to the law in Ontario, including Contract law, the law of competitive processes, privacy legislation, Accessibility legislation and any other legislation as may be applicable.

All employees, volunteers, appointed and elected officials of the County, and any Participating Member Municipality shall comply with this Procurement Policy when purchasing Goods and/or Services for the County. Employees who knowingly fail to act in accordance with this Procurement Policy will be subject to appropriate action in accordance with the County's Employee Code of Conduct.

The Procurement Policy shall be read and interpreted in conjunction with the written Schedules and Procurement Procedures.

In any case where a Member Municipality's Policy is perceived to limit or contravene the requirements of this Procurement Policy, the language of this Procurement Policy shall govern.

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## Defined Terms

**“Accessibility”** a term defined by the Province of Ontario as giving all people of all abilities opportunities to participate fully in everyday life.

**“Accountability”** means the obligation of an employee, agent, or other person to answer for or be accountable for, work, action, or failure to act following delegated authority.

**“Acquisition”** means the process used for obtaining Goods and/or Services.

**“Aggregate Value”** means the sum of multiple Procurements added together and treated as an individual project.

**“Agreement”** means the legal document (RFT, RFP) that binds The Corporation of The County of Haliburton and all other parties, subject to the provisions of the Contract.

**“Agreement to Bond”** means a letter of form issued by a licensed bonding agency advising that, if the Bidder is successful, the bonding agency will issue required Bonds.

**“Approval”** means authorization to proceed with Award, following a Procurement Process.

**“Approval Authority”** means the authority delegated by the County to a person designated to occupy a position to approve on its behalf one or more Procurement functions within the Procurement Approval Authority Level Schedule, and Procedures in effect at such time.

**“Award”** is the notification to a Bidder of acceptance of a Bid or tender which brings a Contract into existence.

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

**“Bid”** means an Offer or submission from a Bidder in the form of a Quotation, tender, or Proposal, submitted in response to a solicitation from the County.

**“Bid Bond”** An insurance Agreement accompanied by a monetary commitment by which a third party (the Surety) accepts liability and guarantees that the Bidder will not withdraw the Bid.

**“Bidder”** means the individual, partnership, firm, or corporation, including its respective successors and assigns, or any entity that is responding to a Procurement process from the County and/or submitting an Offer to the County.

**“Bid Request”** means an invitational or public request for the supply of Goods and/or Services through a Competitive Procurement Process. See Formal Quotation, Request for Tender, or Request for Proposal.

**“Bond”** A promise by a Bond holder or issuer to pay if the purchaser of the Bond does not perform according to the Contract.

**“CETA”** means Comprehensive Economic and Trade Agreement effective September 21, 2017 and as amended (Chapter Nineteen Government Procurement).

**“CFTA”** means Canadian Free Trade Agreement effective July 1, 2017, and as amended (Chapter Five Government Procurement).

**“Change Order”** A written modification or amendment to a Contract.

**“Chief Administrative Officer”** the County’s Chief Administrative Officer. Herein referred to as the CAO.

**“Clerk”** means the Municipal Clerk for the Corporation of the County of Haliburton.

**“Code of Conduct”** means the County Policy that applies to all members of County staff. The Code of Conduct defines how the County expects all employees to perform their duties with integrity, objectivity, and impartiality. Refer to Code of Conduct HR-02.

**“Competitive Procurement”** The process of inviting and obtaining Bids from competing Vendors, by which an Award is made to the Lowest Compliant Bidder from a responsible Bidder meeting written Specifications. The process provides potential Bidders with a reasonable opportunity to win a Contract.

**“Conflict of Interest”** Is defined as the situation or circumstance, real, or perceived, which could give a Vendor or Consultant an unfair advantage during a Procurement Process or compromise the ability of a Vendor or Consultant to perform its obligations under their Contract.

**“Construction”** means Construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, 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”** A person or company that possesses unique qualifications that allow them to perform specialized advisory services usually for a fee.

**“Consulting Services”** Service of an advisory nature required to support Policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess specific knowledge, technical skills, or unique abilities not usually available in-house or from within the entity.

**“Contract”** means a binding Agreement for the purchase or Disposal of Good and/or Services. A Contract may be a fully executed legal Agreement, in a form satisfactory to the County, or a Purchase Order issued as a result of a Bid Request by the County.

**“Contract Duration”**: means the term of the Contract as defined by the Procurement document excluding any options to renew or extend the Contract.

**“Co-operative Procurement”** refers to the participation of two or more public agencies in a competitive Bid or participating in a Contract hosted by another publicly funded agency.

**“Corporate Service”** is the Department within the County that is responsible for facilitating the activities of Procurement Services.

**“Signing Authority”** means the individuals designated by the County’s Signing Authority By-Law to execute Contracts, binding the Corporation of the County of Haliburton.

**“Council”** means the elected Council of the County of Haliburton.

**“Councillor”** means any member of the County Council.

**“County”** means the Corporation of the County of Haliburton.

**“Department”** means the Department or division procuring Good and/or Services.

**“Department Head”** means a County employee with administrative responsibilities for a County Department.

**“Designate”** the person or persons assigned the duties and responsibilities on behalf of; in the absence of, or the incapacity of a person charged with the principal authority to take the relevant action or decision.

**“Direct Acquisition”** means the Procurement of Goods and/or Services through a process other than Competitive Procurement, using the Approval levels within this Policy.

**“Disposal”** means the sale, exchange, transfer, destruction, or gift of goods owned by the County which are no longer required for municipal purposes.

**“Dispute”** means a contractual disagreement or misunderstanding between contracted parties specific to Contract provisions or language.

**“Electronic Tendering System”** means a computer-based system that provides Vendors with access to information related to open Competitive Procurements.

**“Emergency Procurement”** is a Non-Competitive Procurement made in accordance with defined conditions in this Policy. Emergency Procurement generally does not have approved budgets prior to the purchase.

**“Evaluation Committee”** means a group of individuals designated/responsible to make an Award recommendation.

**“Evaluation Criteria”** means the benchmark, standard or yardstick against which accomplishment, conformance, performance, and suitability of an individual, alternative, activity, product, or plan is measured to select the best Bidder through a competitive process. Criteria may be qualitative or quantitative in nature.

**“Evaluation Matrix”** means a tool allowing the Evaluation Committee to rate Bidders proposals based on multiple pre-defined Evaluation Criteria.

**“Execute”** means to legally bind the County to the terms and conditions defined in the Agreement or Contract.

**“Follow-On”** means an order or Contract that calls for repeat supply of Goods and/or Services, required due to an original order or Contract.

**“Formal Request for Quotation (RFQ)”** Competitive bidding method generally used for small orders under a certain dollar threshold. A request is posted publicly with a description of the Goods and/or Services needed, and the Vendor is asked to respond with price and other information by a predetermined date. Evaluation and recommendation for Award should be based on the quotation that best meets price, quality, delivery, service, past performance, and reliability.

**“Goods and/or Services”** includes one or more of the following, provided or performed by a Vendor under a Contract: supplies, equipment, Construction, labour, materials, products, software, maintenance services, information, information technology, or Professional Services.

**“Highest Ranking Consensus Score”** means the highest score achieved by a Bidder during the evaluation of a Request for Proposal where the Evaluation Committee has agreed by consensus.

**“Informal Request for Quotation (RFQ)”** a purchasing method used for small orders under a certain dollar threshold. Quotations are obtained by telephone, fax, email or by any other method of communication to obtain a Best Value purchase.

**“Irregularity”** means a defect or minor noncompliance in a bid that is merely a matter of form and not of substance. May also pertain to some immaterial or inconsequential defect or variation from the exact requirement of the invitation for Bids. A defect that does not affect price, quantity, quality, or delivery, or the correction or waiver of such defect would not be prejudicial to other Bidders.

**“Lowest Compliant Bidder”** means the lowest price submitted which meets the requirements and Specifications as set out in the Bid Request, minor deviations excepted.

**“Major Irregularity”** means a deviation from Competitive Procurement that affects the price, quality, quantity, or delivery, and is material to the Contract Award. If the deviation is permitted, the Bidder could gain an unfair advantage over competitors.

**“Member Municipality”** includes the Township of Minden Hills, the Township of Algonquin Highlands, the Municipality of Highlands East, and the Municipality of Dysart et al.

**“Minor Irregularity”** means a deviation from Competitive Procurement which affects form rather than substance. The effect on the price, quality, quantity, or delivery is not material to the Contract Award. If the deviation is permitted or corrected, the Bidder would not gain an unfair advantage over competitors.

**“Negotiation”** means the action or process of conferring with one or more Bidders leading to an Agreement on the Acquisition of the required Goods and/or Services under the conditions outlined in this Policy.

**“Non-Competitive Procurement”** means a non-competitive process used to acquire Goods and/or Services from a specific Vendor, even though there may be more than one supplier capable of delivering the same good or service. See also Single Source, Sole Source, or Emergency Procurement.

**“Non-Discrimination”** means fairness in treating Vendors and awarded Contracts without prejudice, discrimination, or preferred treatment.

**“Offer”** means a promise or a proposal made by one party to another, intending the same to create a legal relationship upon the acceptance of the Offer by the other party.

**“Participating Member Municipality”** means when one or more Member Municipality collaborate with the County for Procurement purposes.

**“Policy”** means a matter that Council has adopted by bylaw or that the local board has adopted by resolution.

**“Procedures”** means a sequence of steps or actions detailing expectations on how a Policy is to be implemented.

**“Procurement”** means the act of acquiring Goods and/or Services.

**“Procurement Process”** is a process for the selection of a Vendor and the Award of a Contract or Purchase Order for the purchase of Goods and/or Services. There are several types of Procurement Processes referenced in this Policy, including Direct Acquisition, Request for Quotation, Request for Tender, and Request for Proposal.



**“Procurement Services”** means a centralized Procurement division that operates within the Corporate Services Department that facilitates purchases for the County.

**“Professional Services”** means a service rendered by member(s) of a recognized profession or possessing a special skill. Such a service is generally acquired to obtain information, advice, training, or direct assistance.

**“Protest”** means a formal complaint made against the methods employed or decisions made by a Procurement authority during the process of awarding a Contract.

**“Purchase Order”** the County’s written document to a Vendor formalizing all terms and conditions of a proposed transaction (e.g., description of the requested items, cost of items being purchased, delivery schedule, terms of payment, transportation).

**“Purchasing Card”** means a charge card approved by the County that can be used by authorized employees of the County to purchase in accordance with this Policy and the County’s Corporate Credit Card Policy.

**“Registry”** means a list of Vendors, and/or Vendor of record for the provision of Goods and/or Services that are required on a regular and/or on an as needed basis within set dollar limits.

**“Request for Expressions of Interest (EOI)”** means a request issued by the County to provide potential Vendors with an avenue to register their interest in being involved in a particular project.

**“Request for Information (RFI)”** a non-binding method whereby the County publishes a need for input from the Vendor community. A practice used to obtain comments, market information, feedback, or reactions from potential Vendors prior to the issuance of a Bid. Feedback may include best practices, industry standards, technological issues, etc. Generally, does not require pricing but may request budgetary estimates. Process does not result in an Award.

**“Request for Pre-Qualification”** is the process of screening potential Vendors in which factors such as financial capability, management, and experience are considered in order to develop a list of qualified Vendors who may then be allowed to submit Bids/proposals.

**“Request for Proposals (RFP)”** means a process used to solicit Best Value proposals from potential Vendors for Goods and/or Services. Price is one of the mandatory evaluation factors but usually not a primary evaluation factor. May include a provision for Negotiations prior to Award.

**“Request for Tender (RFT)”** means a solicitation issued when two or more sources of supply have been identified, the requirements can be adequately defined, and the Lowest Compliant Bidder is accepted without Negotiation.

**“Single Source”** is a Non-Competitive Procurement decision whereby purchases may be directed to a Single Source if the requirements of standardization, warranty, or other factors warrant it, even though Competitive Procurement options may be available.

**“Social Procurement”** means the achievement of strategic social, economic, and workforce development goals through the process of purchasing Goods and/or Services.

**“Sole Source”** is a Non-Competitive Procurement method where purchases may be directed to a Sole Source when only one Vendor possesses the unique ability or capability to meet the requirements of the County, or when only one Vendor is available.

**“Specifications”** means the detailed description of, and written requirements, characteristics, method, manner, conditions, scope of work, and standards for, Goods and/or Services contained in a Bid Request to the extent known, and may also include any drawings, designs, and models that establish the material and operating requirements of Goods and/or Services.

**“Standardization”** means to compare products or services with an established standard that conforms to the requirements of quality products or services that are regularly widely used, and available.

**“Standing Arrangement” (Formerly Standing Order)** means the arrangement with a Vendor or Vendors under which a procuring entity may buy Goods and/or Services from the Vendor or Vendors over a period specified in the Arrangement. The Arrangement includes all terms applicable to the Procurement, such as the cost of the Goods and/or Services and delivery requirements.

**“Supply Chain Activities”** means all activities whether directly or indirectly related to organizational plan, source, procure, move, and pay processes.

**“Surety”** means a pledge or guarantee by an insurance company, bank, individual, or corporation on behalf of the Bidder that protects against default or failure of the contracted Bidder to satisfy the contractual obligations.

**“Total Procurement Value”** means the total value of a requirement being procured excluding rebatable taxes and duties inclusive of all known and budgeted phases. Defined in the Procurement document for the Contract Duration.

**“Unsolicited Alternative Bids”** means a Bid submitted to the County without a request being previously issued.

**“Vendor”** is a supplier, individual, partnership, Bidder, Consultant, or any entity that is responding to a Procurement Process; seller or provider of Goods and/or Services to the County.

**“Warden”** means the elected Warden of the County, or, in their absence, the Deputy Warden.

## **Responsibility**

### **Responsibilities of Council**

The Warden, as elected by Council, has Signing Authority under the provisions of the County's Signing Authority By-Law.

Council provides the authority to staff for the initiation and completion of Procurement Processes for Goods and/or Services through the authorization of annual budgets, or resolutions.

Council is responsible to approve and adopt a Procurement Policy; to actively support the Procurement Policy; and approve amendments as required.

Council will consider and approve, if appropriate, Awards for Procurement not compliant with this Policy, purchases that exceed the delegated authority of staff set out in Schedule A, or Procurements without budgetary appropriation.

### **Responsibilities of the Chief Administration Officer (CAO)**

The CAO shall actively support the Procurement Policy.

The CAO has Approval and Signing Authority to Award Procurements in the circumstances specified in this Policy, provided the delegated power is exercised within the limits prescribed in this Policy and the requirements of the Policy are met.

The CAO will consider and approve, if appropriate, Awards for Procurement not compliant with this Policy or for purchases that exceed the delegated authority of staff set out in Schedule A.

### **Responsibilities of the Treasurer**

The Treasurer shall administer this Policy.

The Treasurer has Signing Authority under the provisions of the County's Signing Authority By-Law.

The Treasurer shall actively support this Policy and recommend necessary amendments. The Treasurer shall provide final interpretation and rules regarding implementation of this Policy.

### **Responsibilities of the Department Heads**

Department Heads shall actively support this Policy; be responsible and ensure that all Goods and/or Services within their Department are acquired in accordance with the Procurement Policy, Procurement Procedures, and within Council approved Department budgets.

The Department Head has Approval and Signing Authority to Award Procurements as defined in Schedule A of this Policy.

Department Heads are authorized to dispose of items, including obsolete assets, or equipment, if no longer useful for County purposes and declared surplus in accordance with the County's Asset Disposal Policy.

The Department Head shall ensure that Goods and/or Services purchased conform with the terms of the Procurement Process and inform Procurement Services of any discrepancies immediately.

The Department Head shall monitor, track, and document Vendor performance in accordance with the County's Performance Evaluation Procedures.

In accordance with the Asset Management Policy adopted by Council, Department Heads are responsible for ensuring that notice of Acquisition, betterment, etc. of any tangible capital asset purchased in accordance with this Policy be reported to Corporate Services.

### **Responsibilities of Procurement Services**

Procurement Services shall operate within the Corporate Services Department in accordance with the requirements of this Policy and prepare and maintain Procedures required to implement the provisions of this Policy.

Procurement Services is responsible for ensuring the Best Value for the County by exercising professional purchasing practices, free from influence and interference, and encourage economies of scale savings through Standardization, open, and Competitive Procurement.

Procurement Services shall monitor compliance with this Policy and shall report non-compliance to the Treasurer.

Any questions involving the meaning or application of this Policy are to be submitted to Procurement Services who will resolve the question.

Procurement Services shall review this Policy every five years to evaluate its effectiveness but may be reviewed annually if deemed necessary.

### **General**

The Procurement Policy (Policy) is to be read in its entirety.

All County employees, volunteers, appointed and elected officials shall follow the guidelines of this Policy.

Procurement for Goods and/or Services must be made in accordance with this Policy.

This Policy shall be read in conjunction with the Schedules and written Procurement Procedures that provide detail to the administration and governance of this Policy.

Staff and members of Council may obtain supplemental guidance related to the Procurement Process from Procurement Services, and/or the related Procedures.

The County must not discriminate or exercise preferential treatment in awarding a Procurement to a Vendor as a result of Competitive Procurement.

No employee, volunteer, appointed or elected official shall divulge unit prices paid by the County, or Bid to the County for Goods and/or Services. In the case of public tender or quotations, the Total Procurement Value may be released. Procurement Services may disclose these costs where necessary to other Procurement professionals if required for Co-operative Procurement requirements for which the County is a participant.

No employee, appointed or elected official of the County, nor Vendors engaged by the County, shall divide a purchase or a Contract with the intent to avoid the requirements of this Policy, nor shall purchases be split to circumvent prescribed Procurement Approval Authority Levels or the thresholds of any trade agreement.

Wording used in this Policy that denotes the singular is assumed to include the plural of the same.

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

Where this Policy identifies delegated authority limits for Awards the Total Procurement Value will apply.

## **Procurement Records Retention**

For reporting and auditing purposes, all Procurement documentation, as well as any other pertinent information must be retained in accordance with the County's Record Retention By-Law.

The County's Record Retention By-Law states how documents are handled and stored to maintain the Vendors' confidential and commercially sensitive information.

## **Supply Chain Code of Ethics**

### **General**

The Ontario Broader Public Sector (BPS) Supply Chain Code of Ethics does not supersede the County's Code of Conduct but supplements such codes with supply chain specific standards of practice.

The County's Code of Conduct must be made available and visible to all members of the County, as well as Vendors and other stakeholders involved with Supply Chain Activities.

### **Goal of Supply Chain Code of Ethics**

To ensure an ethical, professional, and accountable County supply chain.

### **Accountability and Transparency**

Supply Chain Activities must be open and accountable.

Procurement activities must be fair, transparent, and conducted with a view to obtaining the Best Value for public money.

All participants must ensure that public sector resources are used in a responsible, efficient, and effective manner.

### **Compliance and Continuous Improvement**

Individuals involved with Procurement or other Supply Chain Activities must comply with this Code of Ethics and the laws of Canada and Ontario. Individuals should continuously work to improve supply chain policies and Procedures, to improve their supply chain knowledge and skill levels, and to share leading practices.

### **Total Cost of Ownership**

Consider all costs, including Acquisition, operating, and Disposal costs, in evaluating Bid submissions from compliant Bidders.

### **Consideration of Aggregate Value**

Consideration of Aggregate Value is to give full consideration to all the project costs of specific Goods and/or Services that will be required as a whole prior to determining the appropriate Acquisition method.

### **Access to Information**

The disclosure of information received relevant to Bid solicitation or the Award of Contracts emanating from Bid solicitations, shall be made accessible in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

### **Sustainable Procurement**

To encourage the Procurement of Goods and/or Services with due regard to the preservation of the natural environment and the promotion of waste reduction and recycling of waste materials.

All Departments shall encourage wherever possible, Specifications which provide for expanded use of durable, reusable goods, and goods which contain the maximum post-consumer waste and/or recyclable content, without affecting the intended use of the Good and/or Service.

### **Innovation**

To encourage innovation and the use of technology which meets County Specifications and industry standards to ensure the utilization of the most efficient and effective processes and practices.

### **Standardization**

It shall be the goal of the County, wherever possible to standardize Goods and/or Services purchased.

Standardization identifies specific requirements, equipment, or manufacturers that best fit the County's needs.

Following approval of the Standardization, purchases may proceed with specific products, equipment, or Vendors. This includes any Non-Competitive Procurement.

Authorization to Award Procurements related to a purchase of standardized Goods and/or Services shall be in accordance with Schedule A (within the thresholds and method of Procurement employed) and will be reported to Council in accordance with this Policy.

## **Accessibility**

All Vendors providing Goods and/or Services to the County shall, within the stated timeframes, be in full compliance with Ontario Regulation 191/11 for the Integrated Accessibility Standards Regulation under the Accessibility for Ontarians with Disabilities Act, 2005, as amended, (AODA) as these requirements may be amended or replaced from time to time. An eligible Vendor will be able to show proof of training when requested.

According to the Accessibility for Ontarians with Disabilities Act (AODA), effective January 1, 2021, all documents published on municipal websites must meet the **Website Content Accessibility Guidelines** 2.0 Level AA. To ensure that these guidelines are met, the County shall request that Vendors provide an AODA compliance report for all public-facing materials.

The County is committed to ensuring that accessible Goods and/or Services are purchased where Accessibility would impact the successful use of the Good and/or Service by the public or staff or where a lack of Accessibility would have direct impact on the success of a County project as required under The Accessibility for Ontarians with Disabilities Act, 2005 O. Reg. 191/11; Integrated Accessibility Standard.

## **Trade Agreements**

Procurement by the County may be subject to the provisions of various trade agreements, including but not limited to the Trade and Cooperation Agreement Between Ontario and Quebec, Canada Free Trade Agreement (CFTA), or Comprehensive Economic and Trade Agreement (CETA).

Where an applicable trade agreement conflicts with this Policy, the trade agreement shall take precedence.

## **Local Preference**

All Procurement Processes are to be conducted so as not to unduly exclude local Vendors while at the same time maintaining the duty to be fair, open, and transparent to all Bidders in accordance with legislation, trade agreements, and best practices.

The County will endeavor to achieve the Best Value in its commercial transactions. The County will not be bound to purchase Goods and/or Services based upon Canadian content.

Ontario's Discriminatory Business Practices Act R.S.O. 1990, c.D.12 has been established to prevent discrimination in Ontario on the grounds of race, creed, colour, nationality, ancestry, place of origin, sex, sexual orientation, or geographic location of persons employed in, or engaged in business.

## **Legitimacy**

The County shall not make purchases for the personal use of Councillors, employees, volunteers, or members of staff of public agencies, except through programs which may be expressly and specifically approved by County Council.

The County shall not promote or advertise any Vendor, Good and/or Service in any manner that may be construed as the County endorsing the Vendor, Good and/or Service.

## **Conflict of Interest**

Members of Council and employees authorized to purchase on behalf of the County shall not engage in any activity, that may create, or appear to create, a Conflict of Interest such as acceptance of gifts, preferential treatment, or public endorsement of a Vendor or product.

Members of Council and employees must disclose any business or personal relationship they might have outside of County business which might create a potential Conflict of Interest relative to the Procurement of Goods and/or Services.

Where a Conflict of Interest arises, it must be evaluated, and appropriate mitigating action must be taken.

## **Personal Integrity and Professionalism**

The public expects their taxpayer money to be used with honesty, due diligence, and care. Individuals involved with Procurement activities are expected to conduct themselves with integrity and professionalism, show respect for each other and the environment, and safeguard confidential information.

No member of County staff, elected or appointed official, or Participating Member Municipality may receive a personal benefit from any County Procurement for Goods and/or Services or benefit from the very nature of their employment with the County or position held on Council.

## **No Lobbying**

Vendors, or any representatives employed or retained by them, and any unpaid representatives acting on behalf of either, are strictly prohibited from communicating, with any other County staff, County official or member of County Council with respect to any Bid Request from the time of its issuance until the time of Award.

Any Vendor found to be in breach of the Policy will be subject to disqualification from the Bid Request or a future Bid Request(s) at the discretion of the County.

## **Conditions of the Procurement Approval Authority Level Schedule (PAALS)**

The County adheres to an established Procurement Approval Authority Level Schedule (PAALS) for Procurement of Goods and/or Services including Professional and Consulting Services.

Schedule A – Procurement Approval Authority Level Schedule.

Prior to commencement, any Procurement of Goods and/or Services including Professional and Consulting Services must be approved by an appropriate authority in accordance with the PAALS of the County.

## **Requirement for Approved Funds**

Net departmental expenditures are authorized by Council each year as part of the annual budget process. Upon Council's approval of proposed budgetary estimates, this Policy shall govern the levels of authority for Approvals required for the expenditures. Council Approval is subject to the Procurement Approval Authority Level Schedule. Further, Council Approval may be required in the event of an irregular result (e.g. insufficient Bids) or Bids received over the allocated budgeted figure.



The exercise of authority to Award a Procurement is subject to the identification and availability of sufficient funds in appropriate accounts within the Council approved budget. Budgets may from time to time be altered by Council resolution.

Where Goods and/or Services are routinely purchased or leased on a multi-year basis, the exercise of authority to Award is subject to:

- The identification and availability of sufficient funds in appropriate accounts for the current year within Council approved estimates; and
- The requirement for the Goods and/or Services will continue to exist in subsequent years and in the opinion of Corporate Services, the required funding can reasonably be expected to be made available.

Corporate Services will review all leasing requirements including term capitalization rate, lease vs. buy (or other) analysis, etc, prior to Procurement. Corporate Services will ensure that all lease commitments comply with Municipal Act 2001 as amended and regulations made there under.

### **Procurement Without Budgetary Appropriation**

Procurement without budgetary appropriation requires Council Approval regardless of value if the funds for the Procurement cannot be sourced from the Council approved Department budget.

A request shall be submitted to the CAO or Council for Approval when a requirement exists for Procurement that has not been previously approved by Council as part of the annual budget process.

The request may be approved, providing it is in the best interest of the County, and the suggested Procurement Process adheres to this Policy.

### **Exempt Goods and Services**

Notwithstanding any other provisions of this Policy, the Procurement of the items listed in Schedule B – Exempt Goods and Services do not fall under the guidelines of the Procurement Policy.

### **Multi Department Projects**

Where a requirement has a corporate-wide application that applies to two or more Departments, one Department Head shall manage the project and be accountable for the authorization of the project while keeping the other involved Department Heads informed.

### **Competitive Methods of Procurement**

Procurement Services will advertise Competitive Procurement requests on an Electronic Tendering System and the County's website.

Procurement Services will manage all Competitive Procurement.

### **Request for Information (RFI) - Information Gathering**

Request for Information or Request for Expression of Interest may be used if warranted, taking into consideration the time and effort required to conduct them.

A response to RFI or Expression of Interest must not be used to pre-qualify a potential Vendor and must not influence the chances of the participating Vendors becoming the successful Bidder in any subsequent Procurement opportunity.

### **Request for Expressions of Interest (EOI)**

EOI's are issued by the County during the early stages of the Procurement planning process to provide potential Vendors with the avenue to register their interest in being involved in a particular project or performance of a job.

An EOI may also be used to seek industry input into scope of work requirements that will then become part of a formal solicitation or to find other Vendors that can provide a Good and/or Service. This is a non-binding process that does not result in Award.

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

A Request for Pre-Qualification may be used and precede a Request for Quotation, tender, or Proposal to identify and pre-select Bidders, where it is deemed that the nature and complexity of the work involved warrants the time and effort to pre-select the most experienced and qualified Bidders.

The Request for Pre-Qualification enables the County to gather information about Vendor capabilities and qualifications to pre-qualify Vendors for an immediate Good and/or Service requirement to identify qualified candidates in advance of expected future competitions.

When it is in the best interest of the County, Vendors may be placed on a Registry, or a Pre-Qualification list following a Competitive Procurement.

### **Standing Arrangement**

Notwithstanding PAALS, Standing Arrangements should be conducted through Competitive Procurement.

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

### **Co-operative Procurement**

Co-operative Procurement may be facilitated through buying groups or Co-operative Procurement with Member Municipalities. Procurement Services may acquire Goods and/or Services directly from a federal, provincial, or municipal body; provincially funded agency/ board or Vendor where a competitive process has already been completed.

In the case of provincial Vendor of record arrangements, Federal standing Agreements, and buying groups, Procurement may take advantage of opportunities without further Competitive Procurement if they are deemed to be in the best interest of the County, provided the scope is not materially different from that which was Bid, and Procurement Services is satisfied that the market has been tested appropriately. A second stage Request for Quotation process may be required depending on the value.

Procurement Services will publish a notice of its annual participation in Procurement under this section.

### **Informal Request for Quotations (RFQ) – Purchases \$10,001 - \$25,000**

Informal Requests for Quotation may be conducted by the Department Head or Designate, in collaboration with Procurement Services.

Informal Requests for Quotation are conducted by means of e-mail, telephone, fax, Vendor advertisement, Vendor catalogue, or other similar methods. Where possible, a minimum of three Vendors should be documented, in accordance with the County's Procedures on Informal Request for Quotations.

Procurements resulting from an Informal Request for Quotation whose Total Procurement Value is between \$10,001 and \$25,000 requires Approval from the Department Head in accordance with Schedule A to the lowest Bidder satisfying the requirements of the request if an Award is to be issued.

The purchase of Goods and/or Services shall be made through the issue of a Contract, Agreement, or Purchase Order.

### **Formal Request for Quotation (RFQ) – Purchases \$25,001-50,000**

Competitive Procurement shall be used to obtain Formal Requests for Quotation.

Procurement Services shall issue a Formal Request for Quotation for the Procurement of Goods and/or Services whose Total Procurement Value is estimated between \$25,001, and \$50,000 in value. There may be requirements estimated at \$50,000 or less where it will be more appropriate to solicit Bids using a Request for Proposal.

Procurements resulting from a Formal Request for Quotation between \$25,001 and \$50,000 require Approval from the Department Head, in accordance with Schedule A to the Lowest Compliant Bidder.

The purchase of Goods and/or Services shall be made through the issue of a Contract, Agreement, or Purchase Order.

### **Request For Tender (RFT) - Purchases Over \$50,001**

A Request for Tenders shall be used to obtain Bids for Goods and/or Services with a Total Procurement Value exceeding \$50,001, whenever the requirements can be precisely defined and Best Value for the County can be achieved. Competitive Procurement is used to Award based on the Lowest Compliant Bidder meeting the requirements specified in the request, subject to any other provisions in this Policy.

All recommended Awards shall be reported to the appropriate authority as per PAALS for Approval.

### **Request For Proposal (RFP) - Purchases Over \$25,000**

A Request for Proposal shall be used to obtain Goods and/or Services of a unique or complex nature where all or part of the requirements cannot be precisely defined, it is not practical to prepare precise Specifications which permit Bids or readily comparable products, the requirements of the County are best described in a general performance Specification, innovative solutions are sought; or alternatives to detailed Specifications will be considered.

A Two-Envelope Approach may be used if deemed necessary.

Proposals will be evaluated based on quantitative and qualitative criteria by the Evaluation Committee. Evaluation Criteria and Evaluation Matrix will be developed by the Department Head and Procurement Services based on the requirements of the proposal.

The proposal offered by the Bidder meeting the mandatory requirements of the request and achieving the Highest-Ranking Consensus Score will be accepted, subject to any other provisions of this Policy.

All recommended Awards shall be reported to the appropriate authority as per PAALS for Approval.

### **Withdrawal of Bid**

Bidders may withdraw Bid submission prior to the submission deadline.

Withdrawing a Bid submission does not disqualify Bidders from submitting Bids for the same Bid Request.

### **Opening Bids**

Bids shall be opened in the presence of Procurement Services and two other County staff.

The number of Bids received, and the names of Bidders are confidential and shall not be divulged prior to the Bid opening.

### **Public Opening**

Formal Quotations and Tenders shall be opened publicly following the submission deadline.

Requests for Proposals are not opened publicly regardless of the estimated Total Procurement Value as the dollar value is only one criteria on which an Award is made.

### **Vendor Performance**

The Department Head or Designate, in collaboration with Procurement Services shall monitor, track, and maintain records of Vendor performance on all-Competitive Procurements in accordance with the County's Performance Evaluation Procedures. The information shall be used to ensure compliance and to supplement a pre-qualification process when required. The results of any performance evaluation may be disclosed to other municipalities or government bodies upon request, when it can be demonstrated that the Vendor has listed the County as a work reference.

The CAO may, in consultation with the Department Head and the County's Solicitor, prohibit an unsatisfactory Vendor from bidding on future Procurement opportunities.

A Contract may only be terminated prior to its expiry date with the approval of the Department Head in consultation with the County's CAO in accordance with the Vendor Performance process.

### **Vendor Eligibility**

The County reserves the right to not consider a Bid from or Award to a Vendor, including its employees, contractors, and subcontractors who has been terminated with cause by the County, has received an unsatisfactory or poor performance review on any previous or current Contract, has a Conflict of Interest, or is currently a party in any litigation involving the County deemed by the County to not be in the best interest of the County to proceed with an Award.

All employees of an eligible Vendor will be fully trained and compliant with all provincial health and safety regulations as they relate to the work being completed.

All Vendors providing Goods and/or Services to the County shall provide the requested insurance and ensure compliance with the requirements of the Workplace Safety and Insurance Act and maintain such coverage throughout any Contract as required.

### **Unsolicited Alternative Bids**

Unsolicited Alternative Bids shall not be considered.

### **Bid Irregularities**

Each sealed Bid received in response to a formal Bid Request will be reviewed to determine whether a Bid Irregularity exists.

Common Bid Irregularities are outlined in Schedule D Bid Irregularities. Irregularities not listed in Schedule D will be evaluated by Procurement Services in cooperation with the Department Head.

For the purposes of this Policy, Bid Irregularities are further classified as Major Irregularities or Minor Irregularities.

Procurement must reject any Bid which contains a Major Irregularity. The Bidder will be notified of the rejection due to the Major Irregularity.

Action Taken: Procurement in consultation with the Department Head and/or CAO will be responsible for all action taken in dealing with Bid Irregularities, and act in accordance with the nature of the Irregularity:

- Major Irregularity (automatic rejection)
- Minor Irregularity (Bidder may rectify)

If the Vendor withdraws their Bid due to the identification of a Major Irregularity, the County may disqualify such Vendor from participating in any County Procurement Process for a period of up to one year.

### **Tie Breaking**

In the presence of Procurement Services and a County staff member, low Bid ties for Formal Requests for Quotations and Tenders will be broken by drawing names from a hat. The Bid drawn shall be recommended for Award as per the provisions of Schedule A.

The results of the draw are to be recorded and witnessed by all parties present and the Award shall be reported in accordance with the County's Record Retention By-law.

### **Bid Cancellation**

Procurement Services, in consultation with the Department Head and/or CAO, shall have the authority to cancel a Bid Request where:

- A substantial change in the scope of work or Specifications is required.
- The Goods and/or Services requested no longer meet the Department's needs.
- The integrity of the Procurement Process has been compromised.
- The Lowest Compliant Bid exceeds the approved budget.

## **Notifications**

Any public statement or notice about an Award is only to be made or published after the Contract, Agreement, or Purchase Order has been Executed.

The County must inform all Bidders that participated in a Competitive Procurement process, of the Award decision resulting from the process.

The County will notify the successful Bidder Awarded, resulting from Competitive Procurement.

The County will publish a Procurement notice on the County website and/or the Electronic Bidding System at the time it issues a Competitive Procurement opportunity for any formal Bid Request.

## **Contractual Agreement**

An Award may be made by way of a Contract, or Purchase Order.

When a Competitive Procurement is Awarded, the Contract shall be Executed by the appropriate Signing Authority as detailed in Schedule A.

The Contract Duration is defined by the Procurement document.

## **Execution and Custody of Documents**

County staff are authorized to approve County purchases and recommend Award as defined by the Procurement Approval Authority Levels outlined in Schedule A.

The Clerk's Department and Procurement Services shall be responsible for the safeguarding of all original Procurement and Award documentation, for the contracting of Goods and/or Services, for which the Award is made by delegated authority.

## **Term of Council**

Where a Contract term extends beyond the term of Council, for which payment may or will be required, the Contract cannot be terminated if it was awarded and approved.

## **Low Value Purchases – Direct Acquisition**

Competitive Procurement is not required for purchases under \$10,000. Comparison pricing should be done where practical.

## **Non-Competitive Procurement**

### **Non-Competitive Procurement – Single Source**

The Procurement of Goods and/or Services without competition is indicated when one or more of the conditions outlined in Schedule C apply. Purchases may be directed to a Single Source if the requirements of standardization, warranty, or other factors warrant it, even though Competitive Procurement options may be available. Department Heads in consultation with Procurement Services, must submit a Single Source Procurement Approval and Reporting Form to the Treasurer for Single Source purchases over \$10,000.

Single Source Procurement may be administered by Procurement Services in accordance with the County's Procurement Policy and Procedures.

### **Non-Competitive Procurement Sole Source**

The Procurement of Goods and/or Services without competition is indicated when one or more of the conditions outlined in Schedule C apply. Purchases may be directed to a Sole Source when only one Vendor possesses the unique ability or capability to meet the requirements of the County, or when only one Vendor is available. Department Heads in consultation with Procurement Services, must submit a Sole Source Procurement Approval and Reporting Form to the Treasurer for Sole Source purchases over \$10,000.

Sole Source Procurement may be administered by Procurement Services in accordance with the County's Procurement Policy and Procedures.

### **Non-Competitive Procurement - Emergency Procurement**

Notwithstanding the provisions of this Policy, the following shall apply in case of an emergency, when an event occurs that is determined by a Department Head, the CAO, or Council to be:

- A threat to public health, or
- The welfare of people or of public property.
- The security of the County's interests and the occurrence requires the immediate delivery of Goods and/or Services, and time does not permit Competitive Procurement.
- Wherever feasible, the Department Head in collaboration with Procurement Services shall secure by the most open market procedure at the lowest obtainable price, any Goods and/or Services required for \$25,000 or less.
- In the event of an emergency requiring expenditures of more than \$25,000, the Department Head shall obtain the prior Approval of the CAO and/or Council.
- An information report shall be submitted to Council explaining the actions taken and the reason(s) therefore, at the earliest opportunity.

A Contract, Agreement, or Purchase Order may be issued.

### **Volatile Market Conditions**

Notwithstanding the provisions of this Policy, where market conditions are such that long term price protection cannot be obtained for Goods and/or Services, Procurement Services will obtain competitive prices for short term commitments until such time a reasonable price protection and firm market pricing is restored.

Subject to Council Approval, the Department Head in cooperation with Procurement Services may extend a current Contract until market conditions stabilize.

### **Change Orders**

All Change Orders shall be administered by Procurement Services in collaboration with the Department Head.

Change Orders require Approval and execution based on the Procurement Approval Authority Levels defined in Schedule A of this Policy.

No amendment that changes the Total Procurement Value of a Contract, Agreement, or Purchase Order shall be agreed to without a corresponding change in requirement or scope of work.

Amendments to Contracts, Agreements, or Purchase Orders are subject to the identification and availability of sufficient funds in the appropriate accounts within Council approved Department budgets, including authorized revisions.

Approval levels for Change Orders are dependent on the availability of funds within the Council approved Department budgets.

If funds are not available within the Council approved Department budgets the Change Order must be treated as a Procurement without budgetary appropriation and requires Council Approval regardless of value.

## **Vendor Debriefing**

All Vendors are entitled to a formal or informal debriefing, upon written request made to Procurement Services, to obtain feedback on why their Bid was not successful.

The County shall allow unsuccessful Bidders 60 calendar days following the date of the Award notification to request a debriefing.

## **Dispute and Protest Resolution**

The County is committed to the highest standards of integrity with respect to dealing with Vendor complaints. Complaints shall be handled with fairness and equity for all participants in a Bid solicitation.

Bidders are strongly encouraged to raise concerns as part of the question-and-answer period or the debriefing period before initiating the Protest process.

If a Bidder wishes to initiate a Protest, the Vendor must follow the steps set out in the Protest Process section.

Competitive Procurement documents must outline Dispute resolution Procedures to ensure that any Dispute is handled in an ethical, fair, reasonable, and timely fashion.

## **Dispute and Protest Process**

A Dispute or Protest must be submitted to the County within (10) days from the time when the basis of the Dispute or Protest became known to the Vendor or Bidder.

To submit a Dispute or Protest, Vendors or Bidders must:

- Provide a detailed description of the Dispute or Protest, including the desired remedy; and
- Provide any additional relevant background information. All Dispute or Protest documentation must be addressed to:

County of Haliburton: Procurement Services  
11 Newcastle Street, Box 399  
Minden, Ontario K0M 2K0

Once a Dispute or Protest has been received, Procurement Services will review the matter with the Department Head and may consult with legal counsel when appropriate. Procurement Services, in cooperation with the Department Head are to complete that review within 90 days of receiving the Dispute or Protest. The time frame may be extended based on the complexity of the Dispute or Protest or extenuating circumstances.



Procurement Services will then prepare a written decision regarding the matter and will send a copy of that decision to the Vendor or Bidder that submitted the Dispute or Protest.

In all cases:

- The County shall seek to resolve the Dispute or Protest with the Vendor or Bidder through consultation (to the extent feasible and reasonable); and
- The County will accord impartial and timely consideration to the Dispute or Protest in the matter that is not prejudicial to the Vendors or Bidders participation in ongoing or future Procurement Processes.

### Schedule A – Procurement Approval Authority Level Schedule (PAALS)

The following schedule details the Procurement Approval Authority Levels for the purchase of Goods and/or Services including Professional and Consulting Services.

This schedule includes the associated signing authorities required for Approval, Award, and Contract execution as per the County’s Signing Authority bylaw.

This schedule does not include approval authority levels for Procurements without budgetary appropriation.

#### Goods and Services

Total Procurement Value	Procurement Method	Advertising	Procurement Approval Authority	Signing Authority and Contract Execution	Reporting
Less than \$10,000	Low Value Purchase	Not required	Department Head or Designate	Department Head  Invoice, Purchase Order or Contract	Not Required
\$10,001 - \$25,000	Competitive	Mandatory  May be waived with prior written approval from Treasurer or CAO	Department Head	Department Head  Purchase Order or Contract	No Required
\$25,001 – \$50,000	Competitive	Mandatory	Department Head	Treasurer  Purchase Order or Contract	Report to Council
\$50,001 - \$100,000	Competitive	Mandatory	CAO	CAO  Purchase Order or Contract	Report to Council

<b>Total Procurement Value</b>	<b>Procurement Method</b>	<b>Advertising</b>	<b>Procurement Approval Authority</b>	<b>Signing Authority and Contract Execution</b>	<b>Reporting</b>
\$100,001 or more	Competitive	Mandatory	Council	Warden and Clerk Bylaw Required Purchase Order or Contract	Report to Council required for Award

## **Schedule B – Exempt Goods and Services**

Goods and/or Services exempt from the provisions of the Procurement Policy:

Exemptions

Petty Cash Items

Training and Education

Conferences/conventions

Courses/seminars

Memberships

Periodicals/magazines/subscription/books

Staff training/development/workshops

Employee and Council Expenses

Advances

Meal allowances

Travel expenses

Hotel accommodation

Entertainment

Miscellaneous – Non-travel

Employer's General Expenses

Payroll deduction remittances

Employee benefit payments and premiums

Licenses (vehicles, elevators, radios, etc.)

Debenture payments

Grants to agencies

Insurance claim payments

Investments

Real estate costs

Courier and freight

Payments of damages

Tax remittances

Charges to/from other government or crown Corporations

Employee income

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Petty cash replenishments

Sinking fund payments

Building lease payments

General manufacturer's warranty Agreements

Support for existing software or applications including license renewals and annual maintenance.

Charges to and from Member Municipalities in association with legal Agreements.

Professional and Special Services

Committee fees

Banking and underwriting services where covered by Agreements

Honorariums

Arbitrators

Legal settlements

Utilities

Postage

Water and sewer charges

Hydro

Telephone and internet

Any exemption and/ or non-application that can be established to be in accordance with applicable trade agreements as amended.

These exemptions do not preclude a Bid process where competition may exist. It is expected that the intent of the Policy is followed wherever possible to ensure the best interests of the County are taken into consideration.

Approvals are to follow the PAALS (Schedule A). Proof of Insurance(s) and WSIB coverage required wherever applicable.

Payments for the exempt expenditures may be made based on an invoice, or based on an internal cheque request, with the appropriate account number(s) indicated and which has been approved by an employee with the applicable Signing Authority. In some cases, a Purchase Order or an Agreement may be required.

## **Schedule C – Non-Competitive Procurement Single/Sole Source**

Single or Sole source suppliers may be used when Procurement Services, Treasurer, and /or CAO jointly determine that one or more of the following circumstances apply and provided the intent is not to avoid competition among Vendors:

The Canadian Free Trade Agreement Article 513: Limited Tendering details the circumstances for enacting Non-Competitive Procurement. Its purpose is to support Schedule C and provide direction for non-competitive purchases. Article 513 is listed below.

(The numbered sections below have been taken from the Canadian free trade agreement. Certain terms in the text have not been capitalized for this reason.)

The following circumstances describe the appropriate application of Single Source Procurement.

1. “No tenders were submitted, or no vendors requested participation.
2. No tenders that conform to the essential requirements of the tender documentation were submitted.
3. No vendors satisfied the conditions for participation; or
4. The submitted tenders were collusive.”

The following circumstances describe the appropriate application of Sole Source Procurement.

1. “If the goods or services can be supplied only by a particular vendor and no reasonable alternative or substitute goods or services exist for any of the following reasons:
  - (a) the requirement is for a work of art;
  - (b) the protection of patents, copyrights, or other exclusive rights;
  - (c) due to an absence of competition for technical reasons;
  - (d) the supply of goods or services is controlled by a Vendor that is a statutory monopoly;
  - (e) to ensure compatibility with existing goods, or to maintain specialized goods that must be maintained by the manufacturer of those goods or its representative;
  - (f) work is to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work;
  - (g) work is to be performed on a leased building or related property, or portions thereof, that may be performed only by the lessor; or
  - (h) the procurement is for subscriptions to newspapers, magazines, or other periodicals;

2. For additional deliveries by the original vendor of goods or services that were not included in the initial procurement, if a change of Vendor for such additional goods or services:
  - (a) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services, or installations procured under the initial procurement; and
  - (b) would cause significant inconvenience or substantial duplication of costs for the procuring entity;
3. If strictly necessary, and for reasons of urgency brought about by events unforeseeable by the procuring entity, the goods or services could not be obtained in time using open tendering;
4. For goods purchased on a commodity market;
5. If a procuring entity procures a prototype or a first good or service that is developed in the course of, and for, a particular Contract for research, experiment, study, or original development. Original development of a first good or service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production or supply to establish commercial viability or to recover research and development costs;
6. For purchases made under exceptionally advantageous conditions that only arise in the very short term in the case of unusual Disposals such as those arising from liquidation, receivership, or bankruptcy, but not for routine purchases from regular Vendors;
7. If a Contract is awarded to a winner of a design contest provided that:
  - (a) the contest has been organized in a manner that is consistent with this Chapter, relating to the publication of a tender notice; and
  - (b) the participants are judged by an independent jury with a view to a design Contract being awarded to a winner; or
  - (c) if goods or Consulting Services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through an open tendering process could reasonably be expected to compromise government confidentiality, result in the waiver of privilege, cause economic disruption, or otherwise be contrary to the public interest.”

Internal Trade Secretariat. Article 513: Limited Tendering. January 31, 2023. <<https://www.cfta-alec.ca/canadian-free-trade-agreement/>>.



## Schedule D – Bid Irregularities

Bid Irregularities	Action
<b>1. Unsolicited Bids</b>	Automatic rejection
<b>2. Late Bids or Bids delivered to a location other than specified in the Bid Request document</b>	Automatic rejection and return to Bidder unopened
<b>3. Bids completed in pencil or illegible</b>	Automatic rejection
<b>4. Unsealed formal quotation, tender, or proposal requests</b>	Automatic rejection
<b>5. Execution of Agreement to Bond</b> <ul style="list-style-type: none"> <li>• Bond company corporate seal or equivalent proof of authority to bind company or signature missing</li> <li>• Coverage amounts incorrect</li> </ul>	Automatic rejection
<b>6. Execution of Agreement to Bond</b> <ul style="list-style-type: none"> <li>• Surety company not authorized to operate in the province of Ontario</li> </ul>	Automatic rejection
<b>7. Bid Bonds –corporate seal or equivalent proof of authority to bind the Bidder or the bonding company or missing signature or either the bonding company or the Bidder</b> <ul style="list-style-type: none"> <li>• Insufficient amount</li> <li>• Missing from submission when required</li> <li>• Not in format requested</li> </ul>	Automatic rejection
<b>8. Other Bid Security uncertified cheque</b> <ul style="list-style-type: none"> <li>• Insufficient amount</li> <li>• Not provided when required</li> </ul>	Automatic rejection
<b>9. Response not labeled property</b>	Acceptable if received on time
<b>10. Proper response template or label not used</b>	Acceptable only if received before closing date and time in the stipulated location and the Bid envelope or wrapping includes all information to identify the Bid and the Bidder clearly and properly

<b>Bid Irregularities</b>	<b>Action</b>
<b>11. Response received on documents other than those outlined in the request</b>	Automatic rejection
<b>12. Corporate seal, or equivalent missing or inappropriate on Bid documents</b>	Other proof of authority to bind offering entity is acceptable  Signature of witness or notary and statement of Authority to Bind included with signature  One working day to correct
<b>13. Insufficient financial security (e.g., no deposit or Bid Bond or insufficient deposit)</b>	Automatic rejection
<b>14. All mandatory items not included in the Bid submission</b>	Automatic rejection
<b>15. Bids containing minor clerical errors that have no impact on Bid price.</b>	Two (2) working days after notification of error correction to initiate change or provide written Agreement of change acceptance
<b>16. Changes to the request documents</b>	Automatic rejection
<b>17. Bidder corrections are not initialed</b>	Two (2) working days after notification to initiate corrections or provide written acknowledgement or correction  No change in price permitted  Procurement can waive requirements
<b>18. Mathematical errors which are inconsistent with the unit pricing</b>	Two (2) working days to initial corrections as made by the County <ul style="list-style-type: none"> <li>• Procurement Services may not change unit price</li> <li>• Procurement Services may correct errors only if the intent of the Bidder is clear</li> <li>• If the intent is ambiguous or unclear, the Bid must be rejected</li> </ul>
<b>19. Alternate items Bid in whole or in part</b>	Automatic rejection unless specifically allowed either by the Bid document or addenda
<b>20. Mandatory pages are missing</b>	Automatic rejection
<b>21. Non-mandatory pages are missing</b>	Two (2) working days from notification to submit missing pages or submission will be rejected

<b>Bid Irregularities</b>	<b>Action</b>
<b>22. Obvious mistakes in Bid pricing</b>	When the Bidder has made an obvious mistake in pricing the Bidder must be notified and permitted to withdraw their Bid OR allow their Bid to stand unaltered
<b>23. Addenda not acknowledged</b>	Automatic rejection
<b>24. Bid received from a disqualified Bidder or Bidder not approved in a pre-qualification process.</b>	Automatic rejection
<b>25. Other irregularities</b>	Procurement Services with consultation with, Department Head, and/or CAO, shall have authority to waive irregularities, which are considered to be trivial or insignificant