

# The Corporation of the Town of Aurora

## By-law Number 6076-18

### Being a By-law to define the Procurement policies and procedures for The Corporation of the Town of Aurora.

**Whereas** paragraph 3 of subsection 270(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended provides that a municipality shall adopt and maintain policies with respect to its Procurement of goods and services;

**And whereas** on July 11, 2017, The Corporation of the Town of Aurora (the "Town") passed a by-law regarding its Procurement of goods and services, being By-law Number 5997-17;

**And whereas** it is deemed necessary to adopt a policy by by-law with respect to the Town's Procurement of goods and services to replace By-law Number 5997-17;

**Now therefore the Council of The Corporation of the Town of Aurora hereby enacts as follows:**

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## **Part 1: Principles, Definitions, Application, and Authority**

### **1. Purposes, Goals, and Objectives of this By-law**

The purposes, goals, and objectives of this by-law, and of each of the methods of Procurement Authorized herein, are:

- (a) to encourage competition among Bidders, Proponents, and Contractors;
- (b) to ensure that Bidders, Proponents, and Contractors are accountable to the Town and the public;
- (c) to provide the highest level of government service at the least possible cost;
- (d) to ensure fairness and objectivity toward and amongst Bidders during the Procurement process;
- (e) to ensure openness, accountability and transparency while protecting the financial best interests of the Town;
- (f) to obtain the best value for the Town when procuring Goods, Services, and Construction;
- (g) to avoid conflicts between the interests of the Town and those of the Town's employees and elected officials;
- (h) to ensure compliance with international/interprovincial trade treaties or agreements, as amended;
- (i) to reduce waste, harmful emissions, and substances, and to increase the development and awareness of environmentally responsible Procurement and/or other best green Procurement practices available when developing the Bid Document for Goods, Services, and Construction; and
- (j) to incorporate, where applicable, the requirements of the *Accessibility for Ontarians with Disabilities Act, 2005*, as amended ("AODA") in Procurement activities of the Town as well as any requirements contained in other legislation (either provincial or federal) which may impact the Procurement activities of the Town.

### **2. Procurement Principles and Practices**

Procurement affects and is affected by the public sector organization as a whole, and the community it serves, whether at the local, provincial, or national level. Therefore, the Town has adopted the Public Procurement Principles and Practices, as follows:

#### **Accountability:**

Taking ownership and being responsible to stakeholders for the Town's actions. This value is essential to preserve the public trust and protect the public interest.

**Ethics:**

Acting in a manner true to the values listed herein. Acting ethically is essential to preserve the public's trust.

**Impartiality:**

Unbiased decision-making and action. This value is essential to ensure fairness for the public good.

**Professionalism:**

Upholding high standards of job performance and ethical behavior. This value is essential to balance diverse public interests.

**Service:**

Obligation to assist stakeholders. This value is essential to support the public good.

**Transparency:**

Easily accessible and understandable policies and processes. This value is essential to demonstrate responsible use of public funds.

**3. Definitions of this By-law**

3.1 In this by-law, the following words have the following meanings:

- (a) **“Authority” or “Authorized”** means the legal right to conduct the tasks outlined in this by-law as may be directed by Council and/or delegated to the CAO or a Department Head pursuant to this by-law or by resolution of Council. Authorized Purchases are those that have prior approval of Council either through resolution or through the Department or capital budget, and which have been procured in accordance with the provisions of this by-law;
- (b) **“Award”, “Awarded” or “Acceptance”** means authorization to proceed with the Purchase for Goods, Services, or Construction from a selected Bidder
- (c) **“Bid”** means a Tender, Proposal, or Quotation submitted in response to a Solicitation from the Town;
- (d) **“Bid Bond”** means a monetary or financial Bond by which a third party (the surety) accepts liability and guarantees that: (i) the Bidder will not withdraw the Bid, (ii) the Bidder will furnish other Bonds as required, and (iii) if the contract is Awarded to the bonded (insured) Bidder, the Bidder will accept the Contract as Bid, or else the surety will pay a specific amount;
- (e) **“Bid Deposit”** means a sum of money, a negotiable instrument, a cheque, another acceptable cash alternative (such as an irrevocable Letter of Credit), or a guarantee that the Bidder will enter into a Contract with the Town if the Bid is accepted. The form and type of Bid Deposit will be specified in the Bid Document;
- (f) **“Bid Document”** means the Town's Solicitation document which may be in the form of an Informal Request for Quotation (IRFQ) , Request for

Quotation (RFQ), Request for Tender (RFT), Request for Proposal (RFP), Request for Pre-Qualification (RFPQ), or Sale;

- (g) **“Bid Review Committee”** or **“BRC”** means a committee constituted to review Irregularities and other issues pertaining to Bids as required;
- (h) **“Bidder”** means the individual or legal entity submitting a Bid. For clarity, in this by-law only, the word “Bidder” shall also include “Proponent”, “Respondent” and “Offeror”. The definition shall also include any principal, director, or officer of that Bidder bidding directly for Town Contracts or indirectly through another legal entity;
- (i) **“Bidding System”** means the Town’s online web-based solution for issuing Solicitations and/or receiving online Bid submissions and posting Bid results;
- (j) **“Blackout Period”** means the period of time from the posting of the Bid by the Town up to and including the date the Award is made;
- (k) **“Bond”** means a form of financial protection against damages; a binding agreement executed by a Contractor/Bidder and a third party (surety) to guarantee the performance of certain obligations or duties to the Town;
- (l) **“CAO”** means the Chief Administrative Officer of the Town, or his/her designate;
- (m) **“Chief Building Official”** or **“CBO”** means the Chief Building Official of the Town, or his/her designate;
- (n) **“Compliant Bidder”** means a Bidder whose Bid does not vary from the specifications and terms set out in the Bid Document, including meeting all mandatory requirements set out therein;
- (o) **“Conflict of Interest”** means a situation where a personal or business interest of a Council member, officer, or employee of the Town may be in conflict with the best interests of the Town, and includes a situation where:
  - (i) a Council member, officer, or employee of the Town (or a family member thereof) may receive a direct or indirect pecuniary personal gain, benefit, advantage or privilege, from any individual or business (or any person related to such business) that wishes to provide or provides Goods, Services, or Construction to the Town; or
  - (ii) a Council member, officer, or employee of the Town (or a family member thereof) that has a direct or indirect pecuniary interest in any business that wishes to provide or provides Goods, Services or Construction to the Town;
- (p) **“Construction”** means the process of utilizing labour to build, alter, repair, improve or demolish any structure, building or public improvement and includes any associated preparation, investigation, and supply of materials and equipment, but generally does not apply to routine maintenance, repair or operations of existing Real Property;

- (q) **“Consulting Services”** means Services of an advisory or professional 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 available in-house;
- (r) **“Contract”** means the agreement in writing governing the performance of the work which has been executed by the Town and the selected Bidder following Acceptance by the Town of the selected Bidder’s Bid. Generally, the term “Contract” shall also mean an obligation, such as an accepted offer, between competent parties upon a legal consideration to do or abstain from doing some act;
- (s) **“Contractor”** means the selected Bidder to whom the Contract is Awarded and whom is undertaking the execution of the work under the terms of the Contract. Also, an individual or business having a Contract with the Town to furnish Goods, Services, or Construction for an agreed upon price. For clarity, in this by-law only, “Contractor” shall also include “Vendor”;
- (t) **“Co-operative Purchasing”** means: (i) the action taken when two or more entities combine their requirements to obtain advantages of volume Purchases including administrative savings and other benefits; and (ii) a variety of arrangements whereby two or more public Procurement entities Purchase from the same Vendor(s) or Contractor(s) using a single Solicitation;
- (u) **“Council”** means the Council of The Corporation of the Town of Aurora;
- (v) **“Department”** means a department of the Town;
- (w) **“Department Head”** means a Director, or his/her designate, of the Town who is responsible for a Department, and shall include the CAO with respect to his/her direct responsibilities for a Department;
- (x) **“Election Period”** means the period of time in the year of a regular municipal election starting from nomination day and ending on the day that is fixed for the beginning of the next term of Council, as such days may be defined in the *Municipal Elections Act, 1996*, S.O. 1996, c. 32, as amended;
- (y) **“Electronic Bidding”** means a method of issuing Solicitations and/or receiving written Bids on the Bidding System where the process of issuing and/or receiving Bids online is considered appropriate and valid;
- (z) **“Emergency Purchase”** means an event or circumstance where the immediate Purchase for Goods or Services, or the entering into of a Construction Contract, is essential or necessary in accordance with subsection 13.4 of this by-law. An Emergency Purchase shall also include any other expenditure that is necessary to respond to or effectively manage any emergency of the Town or as required under the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9, as amended;

- (aa) **“Evaluation Committee”** means a component of the Request for Proposal process, whereby a committee of three or more staff, is established to conduct Proposal evaluations, interviews, and demonstrations, during Proposal evaluations for Goods, Services, or Construction;
- (bb) **“Financing Lease”** means a lease which allows for the provision of Goods, Services, or Construction if the lease may or will require payment by the Town of financing, interest, bonuses, premiums, or other charges or costs for the Goods, Services or Construction in compliance with: (i) O. Reg. 653/05, as amended, made under the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, or any successor to such regulation; and (ii) Town Administration Procedure No. 60, or any successor thereto;
- (cc) **“Formal”** means a form of response to a Solicitation or submission of a Bid that requires the response or Bid to be submitted inside of a sealed envelope or package, and may be done through Electronic Bidding;
- (dd) **“Goods”** means moveable property including: (i) the costs of installing, operating, maintaining, or manufacturing such moveable property; and (ii) raw materials, products, supplies, equipment, and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a Construction Contract;
- (ee) **“High Value Purchase” or “HVP”** means a Purchase of Goods, Services or Construction which is not included as part of an existing Contract and is not available out of the Town’s inventory. HVP’s shall be in accordance with the limits stated in Schedule “D” - Bid Thresholds of this by-law;
- (ff) **“Informal”** means a form of response to a Solicitation or submission of a Bid that does not require the response or Bid submission to be submitted inside of a sealed envelope or package, and may be done through email or Electronic Bidding;
- (gg) **“Irregularity”** means a defect in a Bid or Proposal, or a deviation between the requirements of a Solicitation and the information provided in a Bid or Proposal. Schedule “B” - Bid Irregularities of this by-law establishes the action that will be taken if a Bid Irregularity exists in relation to a Bid submitted in response to an Informal Request for Quotation (IRFQ), Request for Quotation (RFQ), Request for Tender (RFT), Request for Pre-Qualification (RFPQ), or Sale. For the purposes of this definition, an Irregularity in a Proposal submitted in response to a Request for Proposal (RFP) are specifically addressed separately under Schedule “C”- Proposal Irregularities of this by-law, which establishes the action that will be taken if a Proposal Irregularity exists;
- (hh) **“Labour and Material Bond”** means a bond that assures payments, as required to all persons supplying labour or material for the completion of work under the Contract;
- (ii) **“Letter of Credit”** means a document issued by a Canadian Schedule I or II bank authorizing the bearer to draw a specified amount from that bank or its agent; a letter or similar statement extending credit up to a

given amount at a Canadian Schedule I or II bank for a person who has paid or guaranteed that amount to the issuing bank;

- (jj) **“Litigation”** means any formal dispute between the Town and any other party, adverse in interest, including third party and cross claims, where a legal proceeding has been commenced for an injunction, a mandatory order, a declaration, the recovery of money, or an arbitration proceeding;
- (kk) **“Local Board”** means a municipal service board, transportation commission, public library board, 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 statute with respect to the affairs or purposes of one or more municipalities, excluding a school board and a conservation authority;
- (ll) **“Low Value Purchase” or “LVP”** means a Purchase of Goods, Services, or Construction which is not included as part of an existing Contract and is not available out of the Town’s inventory. LVPs shall not exceed the amount stated in Schedule “D” - Bid Thresholds of this by-law;
- (mm) **“Mid Value Purchase” or “MVP”** means a Purchase of Goods, Services or Construction which is not included as part of an existing Contract and is not available out of the Town’s inventory. MVP’s shall not exceed the amount stated in Schedule “D” Bid Thresholds of this by-law;
- (nn) **“Multi-Step Bid Call”** means a method of source selection involving at least two competitive Procurement steps;
- (oo) **“Offeror”** means an individual or legal entity that makes an offer in response to a Sale of Personal Property;
- (pp) **“Performance Security”** means monetary or financial security by which a third party accepts liability and guarantees that a Bidder selected for Award of a Contract will complete the work required under the Contract; this security can take the form of a Bond, certified cheque, cash, or Letter of Credit as directed by the Bid Document. The Performance Security protects the Town from loss due to the Bidder’s inability to complete the Contract as agreed by financially securing the fulfillment of Contract requirements;
- (qq) **“Personal Property”** means tangible or intangible property, other than Real Property, and includes moveable property subject to ownership, with exchange value;
- (rr) **“Piggyback”** means a form of intergovernmental Co-operative Purchasing in which the Town can extend the pricing and terms of a Contract established by another governmental entity to enter into a similar Contract with the provider of the Goods, Service, or Construction, where it is in the best interests of the Town to do so;
- (ss) **“Procurement”** means: (i) purchasing, renting, leasing or otherwise acquiring any Goods, Services, or Construction, and includes all functions that pertain to such acquisition, including the description of requirements, preparation, Solicitation, selection, and Award of Contract and all phases



of Contract administration; and (ii) the combined functions of purchasing, inventory control, traffic and transportation, receiving, inspection, storekeeping, salvage and disposal operations with respect to Goods, Services, and Construction;

- (tt) **“Procurement Services Division”** means the division or section of a Town Department that is responsible for the Procurement of Goods, Services, and Construction for the Town;
- (uu) **“Procurement Manager”** means the Procurement Manager for the Town, or his/her designate;
- (vv) **“Proponent”** means the individual or legal entity who submits a response to a Request for Proposal (RFP);
- (ww) **“Proposal”** means a document submitted by a Proponent in response to a Request for Proposal (RFP) to be used as the basis for negotiation or for entering into a Contract;
- (xx) **“Purchase”** means the act and function of responsibility for the Procurement for Goods, Services, or Construction;
- (yy) **“Purchase Order”** means the Town’s written order to a Contractor/Vendor formally stating all terms and conditions for the Purchase of Goods, Services, or Construction or a written Acceptance of an offer received in accordance with this by-law;
- (zz) **“Purchasing Card” or “P-Card”** means a payment method whereby employees of the Town are Authorized by the CAO and/or Department Head to deal directly with Contractors for LVPs or as otherwise specified by the Procurement Manager, using a Town credit card issued by a chartered bank or major credit card provider. The Purchasing Card is to be used in accordance with the Town’s Purchasing Card Program Policies and Procedures, as amended;
- (aaa) **“Quotation”** means a document submitted by a Bidder in response to a Request for Quotation (RFQ) or Informal Request for Quotation (IRFQ), to be used as the basis for entering into a Contract;
- (bbb) **“Real Property”** means land and its permanently affixed buildings or structures, and includes any property which is not Personal Property;
- (ccc) **“Request for Expressions of Interest” or “RFEI”** means a non-binding Procurement method whereby the Town makes a request to the marketplace for the purposes of compiling a list of individuals or legal entities who may be interested in providing Goods, Services, or Construction to the Town;
- (ddd) **“Request for Information” or “RFI”** means a non-binding Procurement method whereby the Town states its need for input from interested parties for a possible upcoming Solicitation. A Procurement practice used to obtain comments, feedback or reactions from potential Contractors prior to the issuing of a Solicitation;

- (eee) **“Request for Pre-Qualification” or “RFPQ”** means a request for the submission of pre-qualification Bid Documents relating to, among other information that may be requested by the Town, experience, financial strength, and personnel who may, from time to time, qualify to supply Goods, Services, or Construction to the Town, but which generally does not create any contractual obligation between the Respondent submitting the pre-qualification submission and the Town, but which may be a pre-condition to further Procurement Contracts with the Town;
- (fff) **“Request for Proposal” or “RFP”** means the document used to solicit Proposals from Proponents for Goods, Services, or Construction or as may be required in accordance with the thresholds stated in Schedule “D” - Bid Thresholds of this by-law. For further clarification, price is usually not the primary evaluation factor in these Proposals. An RFP may provide for negotiation of all terms, including price, prior to Contract Award;
- (ggg) **“Request for Quotation” or “RFQ”** and the associated Informal Request for Quotation or **“IRFQ”** means a request by the Town for prices for the provisions for Goods, Services, or Construction up to the threshold amount stated in Schedule “D” - Bid Thresholds of this by-law;
- (hhh) **“Request for Tender” or “RFT”** means a Request for Tenders for the provision of Goods, Services or Construction to the Town or as may be required in accordance with the thresholds stated in Schedule “D” - Bid Thresholds of this by-law;
- (iii) **“Respondent”** means the individual or legal entity submitting a response to a Request for Pre-Qualification, Request for Expressions of Interest, or Request for Information;
- (jjj) **“Responsible Bidder”** means a Bidder whose reputation, past performance, and business and financial capabilities are such that the Bidder would be deemed by the Town to be capable of satisfying the Town’s needs for a specific Contract. A Bidder, as the context requires, that is fully capable to meet all the requirements of the Solicitation or other process and subsequent Contract. Such Bidder shall possess the full capability, including financial and technical, satisfactory past performance, including a satisfactory Town’s Contractor performance evaluation (where applicable) to perform as contractually required and shall be able to fully document the ability to provide good faith performance;
- (kkk) **“Sale”** means the act of selling Town Personal Property or Real Property that is no longer needed by the Town and is designated for disposal;
- (lll) **“Service” or “Services”** means (i) the furnishing of labour, time or effort by a Contractor, which may involve the delivery or supply of products; (ii) a Contract for labour to perform a Service to meet a specific requirement; or (iii) any professional or general Service work performed which does not result in the delivery of Goods or materials, and which includes Consulting Services
- (mmm) **“Single Source”** means a method of Procurement used after soliciting and negotiating with only one Contractor where there is more than one

potential source available for the Procurement of the Goods, Services, or Construction;

- (nnn) **“Sole Source”** means a method of Procurement used where there is only one source or Contractor able to meet the requirements of the Procurement;
- (ooo) **“Solicitation”** means an invitation for Bids or Proposals;
- (ppp) **“Tender”** means a document submitted by a Bidder in response to a Request for Tender (RFT), to be used as the basis for entering into a Contract;
- (qqq) **“Town”** means The Corporation of the Town of Aurora;
- (rrr) **“Town Solicitor”** means the solicitor of the Town or his/her designate;
- (sss) **“Treasurer”** means the Treasurer of the Town as appointed by the Council or his/her designate;
- (ttt) **“Undertaking to Provide a Bond or Letter of Credit”** means a pledge or guarantee by an insurance company, bank, corporation, entity, or individual on behalf of the Bidder through which the surety protects against default or failure of the principal to satisfy the obligations of a Contract;
- (uuu) **“Unsolicited Bid/Proposal”** means a Bid or Proposal submitted by a Bidder in the absence of a Solicitation from the Town, which may be submitted in response to a perceived need but not in response to a Solicitation;
- (vvv) **“Vendor”** means a supplier/seller of Goods, Services or Construction.

3.2 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 the Purchasing Management Association of Canada (PMAC) Dictionary of Purchasing Terms.

#### 4. Application

- 4.1 This by-law shall apply to all Departments of the Town. For clarity, this by-law does not apply to Purchases of Central York Fire Services, the Aurora Public Library Board or any municipal services corporation established by the Town.
- 4.2 No Purchase of Goods, Services, or Construction or Sale of Personal Property shall be Authorized unless it is in compliance with this by-law.
- 4.3 No Purchase of Goods, Services or Construction shall be Authorized unless sufficient approved budget funding is available within the Town’s operating or capital budgets, except for Purchases made in accordance with the Emergency Purchases provisions of section 13.4 of this by-law.
- 4.4 This by-law does not apply to the lease, use, Purchase, disposal, or Sale of Real Property or to any matter to which Town Administration Procedure No. 55- Real

Estate Sales, Purchases, and Leases, as amended or any successor thereto, applies.

## **5. Responsibilities**

5.1 Department Heads shall be responsible for:

- (a) all Procurement activity in their Department within the prescribed limits of this by-law, including recommendation of Award and preparing the necessary report to Council if required;
- (b) ensuring that all provisions of this by-law are complied with within their Department;
- (c) ensuring that all Procurement activities and decisions within their Department are Authorized by this by-law and are carried out within the financial and other limits set out in Schedule "D" - Bid Thresholds;
- (d) ensuring that no Procurement activity or decision in their Department is contrary to this by-law and informing the CAO, in consultation with the Procurement Manager and Town Solicitor, when serious and material non-compliance has occurred;
- (e) monitoring all contract expenditures and ensuring that financial limitations have been complied with;
- (f) ensuring that all required documentation (e.g., WSIB clearance, insurance certificate, executed Contract, Town Purchase Order) has been received prior to commencement of any work or supply;
- (g) ensuring that all accounts are approved and processed for payment within the times set out in a Contract (provided a Contractor has met all conditions of the applicable Contract);
- (h) ensuring that all Goods, Services, or Construction contracted for have been received as per the terms of the Contract;
- (i) ensuring that all Awards are subject to the identification and availability of sufficient approved budget funding in appropriate accounts, and that the required funding for future years of a Contract can reasonably be expected to be made available in the current or future yearly budgets based on historical spending on similar Contracts; and
- (j) ensuring that Contracts are monitored and documented in compliance with the Contractor performance procedures contained in this by-law to ensure that performance is in accordance with the requirements of the Contract, and notifying the Procurement Manager if action is to be taken to correct the performance of a Contractor where it falls below the standard required by the applicable Contract, including the completion of a Contractor performance report.

5.2 The Procurement Manager shall be responsible for:

- (a) providing Procurement advice and services to each Department, the CAO, and Council for the purposes of fulfilling the Procurement needs of the Town;
- (b) for Purchases other than Low Value Purchases and Mid Value Purchases, ensuring that all required documentation (e.g., WSIB clearance, insurance certificate, executed Contract) has been received prior to the issuance of the Purchase Order;
- (c) all aspects of the Solicitation process, other than Low Value Purchases and Mid Value Purchases, and ensuring compliance to the terms and conditions of Bid Documents;
- (d) ensuring compliance by Town staff with this by-law and reporting non-compliance to the appropriate Department Head, Manager of Human Resources, Town Solicitor, and/or CAO as deemed appropriate in the circumstances;
- (e) developing appropriate processes or procedures to ensure that the provisions of this by-law are met and to ensure the proper functioning of Procurement for the Town;
- (f) the standardization of Goods and Services where appropriate and possible, in collaboration with the Department(s);
- (g) participating in Co-operative Purchasing with other levels of government, municipalities, boards, agencies, commissions, or private sector entities where it is in the best interests of the Town; and
- (h) developing and delivering appropriate training for staff involved in the Procurement processes.

## **6. Authority**

### **6.1 The CAO has the Authority to:**

- (a) instruct Department Heads not to Award Contracts, notwithstanding their Authority to do so under this by-law, and instead to submit recommendations for Contract Award to Council for approval; in addition, the CAO may provide additional restrictions concerning Procurement where such action is considered necessary and in the best interest of the Town;
- (b) Award Contracts during the time that regular Council meetings are suspended, during a period of Council recess in excess of thirty (30) days, or during the Election Period, as a result of a Solicitation that normally requires Council approval, provided that a report is submitted to Council (as soon as reasonably possible) setting out the details of any Contract Awarded pursuant to this Authority;
- (c) Award Contracts for an Emergency Purchase, in accordance with section 13.4 of this by-law;

- (d) delegate spending, commitment, approval and Award Authorities to staff in compliance with this by-law and all applicable Town policies; and
- (e) Award and execute Contracts in accordance with the financial and other limits set out in Schedule "D" - Bid Thresholds.

6.2 The Department Head has the Authority to:

- (a) delegate its spending, commitment, approval, Award and execution of Contracts Authorities to its staff in compliance with this by-law and all applicable Town policies; and
- (b) recommend, Award and execute Contracts in accordance with the financial and other limits set out in Schedule "D" - Bid Thresholds.

6.3 The Procurement Manager has the Authority to:

- (a) Award Contracts and issue or amend Purchase Orders in compliance with this by-law as recommended by the CAO, Department Head, or those to whom such Authority has been delegated;
- (b) cancel, extend or amend any Procurement Solicitation as they deem appropriate, in consultation with the Department Head;
- (c) approve the method of the disposal of Personal Property which has been declared surplus by a Department Head;
- (d) proceed to the next lowest Compliant and Responsible Bidder or the next highest evaluated Compliant and Responsible Proponent for the Award of a Contract, where a Bid has been approved in accordance with this by-law, and Awarded to the selected Bidder and the selected Bidder fails to enter into a Contract, and providing the requirements remain unchanged and the new Contract is within budget. Prior to such new Award, the Procurement Manager shall obtain approval from the responsible Department Head; and
- (e) determine that a Bidder is not a Responsible Bidder and disqualify such Bidder from the consideration of Award, both in accordance with this by-law.

## **7. Restrictions and Exceptions**

7.1 The acquisition methods and Purchase Order requirements described in this by-law are not required for the Purchase or payment of those items listed in Schedule "A" – Exceptions, or as otherwise listed in this by-law. For clarity, all other requirements and limitations of this by-law apply.

7.2 No Purchase, Contract or Purchase Order for Goods, Services, or Construction may be divided into two or more parts to avoid the application of the provisions of this by-law. For determining the method of Procurement as set out in Schedule "D" - Bid Thresholds, the expected total spend which includes the term and possible extension years for the same or similar Goods or Services within a Department shall be the reference for determining compliance with the financial and other limits set out in Schedule "D" – Bid Thresholds.

- 7.3 Where the total term of a Contract exceeds seven (7) years, approval of the proposed total term must be obtained from Council prior to the issuance of the Solicitation. For purposes of this section, the total term includes the aggregate of the base term, plus all renewal, extension and option years.
- 7.4 Notwithstanding section 7.3, in respect of a Contract which was executed prior to this by-law coming into effect, and such Contract is proposed for an extension in which the total term will exceed seven (7) years, approval of Council must be obtained prior to renewing or extending the Contract. For purposes of this section, the total term includes the aggregate of past and present terms, plus all renewal, extension and option years proposed.
- 7.5 Notwithstanding sections 7.3 and 7.4, where the annual Purchase requirement for the Department is less than the Low Value Purchase limit set out in Schedule "D" - Bid Thresholds, no limit to the duration of a Contract or Contractor relationship applies.
- 7.6 No Town employee or Council member, shall personally obtain any Real or Personal Property of the Town that has been declared surplus unless it is obtained through a public process.
- 7.7 No Town employee or Council member shall Purchase on behalf of the Town any Goods, Services or Construction, except in accordance with this by-law.
- 7.8 Employees of the Town that may become involved in a Procurement process shall declare any Conflict of Interest they may have to the Procurement Manager and the Department Head as soon as they become aware of such conflict, and such persons shall not participate further in the Procurement process to which the Conflict of Interest relates.
- 7.9 All Procurement undertaken by the Town shall be undertaken in accordance with this by-law, the Corporate Policies and Procedures of the Town, and in accordance with the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50, as amended.
- 7.10 The Town may only enter into a Financing Lease in accordance with the Town's policies related thereto.
- 7.11 The Town may use any privilege clause contained in the Town's Bid Documents for consideration of the Acceptance or rejection of any Bid received by the Town pursuant to this by-law.
- 7.12 During the consideration of Award of Contracts, or during consideration to determine whether a Bidder is a Responsible Bidder, without limiting any other provisions of this by-law, the Town may consider, among other items: previously completed Contractor evaluations, past performance, performance evaluation reports, information received in response to enquiries made by the Town of third parties, previous claims involving the Bidder or resulting from activities of the Bidder, previous Litigation matters, financial disputes and defaults on contracts. If a Bidder is determined to not be a Responsible Bidder, the Procurement Manager has the right to disqualify such a Bidder from consideration for Award.

- 7.13 In addition to section 7.12, where the Procurement Manager, in consultation with the relevant Department Head and the Town Solicitor, is of the opinion that an Award to a Bidder would undermine the business reputation of the Town or undermine the public's confidence in the integrity of the Town's Procurement process as a result of the Town having knowledge or information of such Bidder's criminal activity, bid-rigging, anti-competitive practices, or other activities that are meant to undermine the Procurement process (whether at the Town or elsewhere), the Procurement Manager may then determine that such Bidder is not a Responsible Bidder and disqualify such Bidder from consideration for Award.

## **Part 2: Procurement Approval and Methods**

### **8. Prescribed Council Approval**

- 8.1 Save and except for the circumstances in section 6 of this by-law, setting out additional and alternative Authority, the following Awards are subject to Council approval:
- (a) any Award having a total price to the Town that is higher than the Council-approved operating budget or capital budget for such Award, and the necessary budget adjustments cannot be made, except for Purchases made in accordance with the Emergency Purchases provisions of section 13.4 of this by-law;
  - (b) any Contract requiring approval from the Local Planning Appeal Tribunal;
  - (c) any Contract required by statute to be made by Council;
  - (d) any Contract prescribed by a court order;
  - (e) any Award where Council has requested final approval to Award; and
  - (f) as otherwise requested to obtain approval from Council by the CAO.

### **9. Bid Review Committee (BRC) and Bid Irregularities**

- 9.1 There shall be a Bid Review Committee, composed of, at a minimum, the following members of Town staff:
- (a) the Procurement Manager or designate; and
  - (b) a lawyer from the Legal Services Division, or designate.

Furthermore, if deemed to be required by the above members of the BRC, a representative from the Department requesting the Procurement and/or any other party deemed appropriate by the BRC, may be added to the BRC.

- 9.2 In the event that a Bid contains an Irregularity that cannot be resolved by the Procurement Services Division, or where there is a challenge to the Procurement process by a Bidder, the Bid at issue shall be referred to the BRC. The BRC shall review any such Bid or challenge and take the action prescribed in Schedule "B" - Bid Irregularities or Schedule "C" - Proposal Irregularities, as appropriate. The decision of the BRC shall be final.



## 10. Procurement Process

10.1 Where applicable, each of the Procurement methods set out in this by-law shall be undertaken in compliance with the following:

- (a) the scope of the Goods, Services or Construction shall be clearly and extensively defined by the Bid Document, which are detailed and not brand specific, and which allow Bidders to provide alternatives in the event an equal or better product or method is available;
- (b) the Bid Document shall be, to the extent possible, standardized using common forms and processes;
- (c) the Bid Document may set out reasonable mandatory Bidder qualifications or other requirements which are in the best interest of the Town, but which do not violate any provisions of any trade treaties to which the Town is bound;
- (d) subject to the methods and thresholds set out in Schedule "D" – Bid Thresholds, if applicable, the Solicitation shall be advertised using the Bidding System to ensure the most comprehensive and competitive response reasonably possible to the Solicitation. At the discretion of the Procurement Manager, additional advertising, or promotion may be undertaken for the Solicitation;
- (e) Contractors or potential Bidders shall not be requested to expend time, money or effort on design or in developing specifications or otherwise to help define a requirement for a Procurement beyond the normal level of Service expected from Contractors. When such Services are required:
  - (i) the Procurement Services Division must be advised prior to any such services;
  - (ii) the Contractor or potential Bidder will be considered a consultant to the Town and will not be permitted to make an offer for the supply of the Goods, Services or Construction, unless the CAO determines that it is in the best interests of the Town to permit such consultant to respond;
  - (iii) a fee may be paid to such consultant; and
  - (iv) the detailed specification shall become the property of the Town of Aurora;
- (f) all Bids received by the Town shall be kept together in a secure place until the closing date and time;
- (g) all Bids shall be evaluated using an open, fair, and transparent process as may be possible under the circumstances of a particular Solicitation;
- (h) for Proposals, the evaluation criteria, and evaluation rating shall be identified in the Request for Proposal document and shall be evaluated by the Evaluation Committee, based on that criteria and rating, unless

superseded by an Addendum, using a standardized form of evaluation record;

- (i) all Bid Documents shall clearly set out the requirements for the price element of the Bid, specifying whether the Bid price is submitted on a unit price or subtotal or total price basis and whether it is net of any taxes; in addition, a Bid Document may include provisions for early payment discounts, premiums, financing charges, administrative costs, cost of living or other escalations, contingencies or other deductions or additions and how any contract extras shall be dealt with;
- (j) Bid records shall be filed and maintained in accordance with any applicable record retention by-law and/or policy of the Town, as may be amended;
- (k) Bids shall be Awarded based on the terms and conditions specified in the Town's Bid Documents and in accordance with this by-law;
- (l) all Bidders shall, where required by this by-law, be required to comply with the Contract preparation and execution requirements of section 14 of this by-law if they are Awarded the Contract;
- (m) Contracts shall be monitored and documented by the Department Head in accordance with section 15 of this by-law, to ensure that performance is in accordance with the requirements of the Contract and steps shall be taken to correct the performance of a Contractor where it falls below the standard required by the Contract;
- (n) all Contracts, once Awarded and executed by the Town, are public documents, save and except for detailed pricing submissions (but excluding the totals as set out in the pricing document of the Bid Documents) and personal information protected under the *Municipal Freedom of Information and Protection of Privacy Act*. No Bidder may insert conditions to exempt their Contract from such public disclosure or accessibility;
- (o) Department Heads are responsible for LVP's and MVP's, and to ensure that prior to any Award, the selected Bidder is not in Litigation or have unresolved claims with the Town, and that the Bidder is a Responsible Bidder;
- (p) for Bids only (excluding Proposals) and in consultation with the relevant Department Head, prior to Award the Procurement Manager may release some or all of the Bidders who have been determined not to be the lowest Compliant Bidder, together with their securities held by the Town (including Bid Deposits, Labour and Material Bonds, and Performance Security); and
- (q) Awards over \$50,000 require a Contract to be executed which has been prepared or reviewed by the Legal Services Division of the Town.

## **11. Pre-Qualification**

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

- (a) The Procurement Manager may conduct a RFPQ for the purpose of selecting qualified Bidders to respond to a subsequent Solicitation.
- (b) When a RFPQ is issued, a pre-qualification Bid Document shall be provided to potential Bidders setting out the criteria for pre-qualification.
- (c) The Town may use any information provided by a Bidder in response to a RFPQ in the evaluation of a subsequent related Bid and/or select a limited number of Bidders to be qualified to Bid on the subsequent related Solicitation.
- (d) Advertisement of the RFPQ shall be based on the estimated Contract value, in accordance with Schedule "D" - Bid Thresholds of this by-law.
- (e) The selection of Bidders following a RFPQ shall not create any contractual obligation between the Town and a pre-qualified Bidder and does not oblige the Town to issue any subsequent Solicitation.
- (f) Pre-qualification under a RFPQ may be a specific pre-condition to any other Procurement method utilized by the Town, in which case the Town may restrict participation in a subsequent related Solicitation to only those RFPQ Respondents who meet the requirements established in the RFPQ or the selected limited number of Bidders that are deemed to be most qualified to Bid on the subsequent related Solicitation, and choose to advertise a subsequent Solicitation to only those parties.

## **12. Standard Procurement Methods**

Unless any other section or exception of this by-law applies, the method of Procurement for Goods, Services, or Construction shall be in accordance with the methods described in this section as determined by the Procurement Manager. All Procurement methods noted in this section shall comply with the reporting and approval requirements set out in Schedule "D" - Bid Thresholds.

### **12.1 Request for Expressions of Interest (RFEI) / Request for Information (RFI)**

- (a) The Procurement Manager may conduct a RFEI or a RFI for the purpose of determining the availability of any Goods, Services or Construction, or for the purpose of developing a subsequent Solicitation or budget estimate.
- (b) The Solicitation for a RFEI or RFI shall be advertised in accordance with Schedule "D" – Bid Thresholds.
- (c) The receipt of a submission by a Respondent in response to a RFEI or a RFI does not create any contractual obligation on the part of the Town.

### **12.2 Low Value Purchase (LVP)**

- (a) LVPs are to be used for the Procurement of Goods, Services, or Construction not covered by a term Contract or co-operative Contract, having an estimated total cost within the applicable threshold set out in Schedule "D" - Bid Thresholds.

- (b) The Department Head may appoint individuals and assign a limit of spending Authority to make LVPs. Such Purchases are at the discretion of the Department Head, who shall ensure that they are made at fair value.
- (c) Competition or advertisement are not required to make a LVP, but can be made and handled by any Department or the Procurement Manager.
- (d) LVPs may be made without the need for a Purchase Order, and may be paid through an Authorized invoice or by a Purchasing Card if accepted by the Vendor.
- (e) A Contractor subject to a LVP shall be required to comply with the Contractor performance requirements set out in section 15 of this by-law.

### 12.3 Mid Value Purchases (MVP)

- (a) MVPs, through the use of an IRFQ are to be used for the Procurement of Goods, Services or Construction not covered by any existing Contract having an estimated total price within or below the applicable threshold set out in Schedule "D" – Bid Thresholds.
- (b) An IRFQ is to be used, and may be issued by a Department Head, or staff person with sufficient delegated financial approval Authority, on an invitational basis and/or advertised opportunity.
- (c) Any Irregularities in a Bid responding to a RFQ shall be dealt with in accordance with Schedule "B" - Bid Irregularities and in compliance with the procedures stated in this by-law.
- (d) Three (3) written Quotations in the form of the IRFQ, must be obtained prior to selecting lowest priced Compliant Bidder and Awarding a Purchase. Where three (3) Quotations are unable to be obtained, the Procurement Manager must be consulted for assistance.
- (e) No Purchase Order is required, however an Award letter must be issued by the Department Head to the Contractor prior to the commencement of any work or supply.
- (f) The three (3) written Quotations must be attached to the approved invoice for payment.
- (g) A Contractor subject to a MVP shall be required to comply with the contractor performance requirements set out in section 15 of this by-law.

### 12.4 Request for Quotation (RFQ)

- (a) RFQs are to be used for the Procurement of Goods, Services, or Construction having an estimated total cost within or below the applicable threshold set out in Schedule "D" - Bid Thresholds.
- (b) The Solicitation for a RFQ shall be advertised in accordance with Schedule "D" – Bid Thresholds. In the case of a pre-qualified RFQ, only the selected pre-qualified Bidders shall be notified about the Solicitation.
- (c) Any Irregularities in a Bid responding to a RFQ shall be dealt with in accordance with Schedule "B" - Bid Irregularities and in compliance with

the procedures stated in this by-law.

#### **12.5 Request for Tender (RFT)**

- (a) RFTs are to be used for any dollar value for the Procurement of Goods, Services, or Construction, and a RFT shall be used for the Procurement of Goods, Services, or Construction having an estimated total cost within the applicable threshold set out in Schedule "D" - Bid Thresholds.
- (b) A RFT may be used where all of the following criteria apply:
  - (i) two or more sources are considered capable of supplying the Goods, Services or Construction;
  - (ii) the Goods, Services, or Construction is adequately defined to permit the evaluation of Bids against clearly stated criteria and/or specifications; and
  - (iii) the market conditions are such that Bids can be submitted on a competitive pricing basis.
- (c) The Solicitation for a RFT shall be advertised in accordance with Schedule "D" – Bid Thresholds. In the case of a pre-qualified RFT, only the selected pre-qualified Bidders shall be notified about the Solicitation and be eligible to submit a Bid.
- (d) Any Irregularities in a Bid responding to an RFT shall be dealt with in accordance with Schedule "B" - Bid Irregularities and in compliance with the procedures stated in this by-law.

#### **12.6 Request for Proposal (RFP)**

- (a) RFPs are to be used for any dollar value for the Procurement of Goods, Services, or Construction, and a RFP shall be used for the Procurement of Goods, Services, or Construction having an estimated total cost within the applicable threshold set out in Schedule "D" - Bid Thresholds.
- (b) The goal of a RFP is to implement an effective, objective, fair, open, transparent, accountable and efficient 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 to select a Proposal that best meets the requirements specified in the competition, based on qualitative, technical and pricing considerations.
- (c) A RFP may provide for negotiation of all terms, including price, prior to Award. The scope of negotiability may be restricted in a RFP. A RFP may include the provision for the negotiation of best and final offers, and may be a single or multi-step process. Any such negotiation shall be conducted by the Procurement Services Division in consultation with the Department Head.
- (d) A RFP may be used where any of the following criteria apply:
  - (i) the selection of the Proponent depends more upon the

effectiveness of the proposed solution than the price alone;

- (ii) it is expected that negotiation with one or more Proponents may be required with respect to any aspect of the Contract; or
  - (iii) the precise Goods, Services, or Construction, or the specifications are not known or are not definable and it is expected that the Proponent will further define them, or for which a variety of solutions to the requirement are likely to exist.
- (e) The Solicitation for a RFP shall be advertised in accordance with Schedule “D” – Bid Thresholds. In the case of a pre-qualified RFP, only the selected pre-qualified Proponents shall be notified about the Solicitation.
- (f) Any Irregularities in a Bid responding to a RFP shall be dealt with in accordance with Schedule “C” - Proposal Irregularities and in compliance with the procedures stated in this by-law.

### **13. Alternative Procurement Methods**

#### **13.1 Multi-Step Bid Call**

- (a) A Multi-Step Bid Call is a Solicitation consisting of at least two stages. The specific process being implemented will be set out in the Bid Documents and established by the Procurement Manager. Generally, it will consist of the following two steps:
- (i) Step 1: a request for a technical Bid is made followed by evaluations and discussion, without considering any prices, and the selection of Compliant Bidders and Responsible Bidders whose technical requirements are considered most acceptable; and
  - (ii) Step 2: the review of sealed Bid prices from only those Bidders whose technical requirements have been rated acceptable in Step 1.
- (b) A Multi-Step Bid Call shall be advertised in accordance with Schedule “D” – Bid Thresholds. In the case of a pre-qualified Multi-Step Bid Call, only the selected pre-qualified Respondents shall be notified about the Solicitation.

#### **13.2 Unsolicited Bid/Proposal**

- (a) An Unsolicited Bid/Proposal received by the Town may be reviewed by the relevant Department Head and the Procurement Manager.
- (b) Any Procurement activity resulting from the receipt of an Unsolicited Bid/Proposal shall comply with all provisions of this by-law.

#### **13.3 Negotiation**

- (a) Negotiation may be used in conjunction with any other Procurement methods set out in this by-law for the Procurement of Goods, Services, or

Construction, or for the Sale of Personal Property, or for the development of any Contract, when any of the following criteria apply:

- (i) the Goods, Services, or Construction are deemed necessary by the CAO or Department Head as a result of an Emergency Purchase which would not reasonably permit the use of any other prescribed Procurement method;
  - (ii) due to abnormal market conditions, the Goods, Services, or Construction required are in short supply;
  - (iii) where there is a Single Source or Sole Source of the Goods, Services, or Construction which would be acceptable, permitted under this by-law, and is cost effective;
  - (iv) where only one Proposal/Bid is received and it exceeds the amount budgeted for the Procurement, if appropriate under the circumstances;
  - (v) after the Request for Proposal process closed, if appropriate under the circumstances, to clarify any terms of the Proposal and any resulting Contract;
  - (vi) with the highest evaluated Compliant and Responsible Bidder to a Request for Proposal; however, if a negotiated agreement cannot be reached, the Town may proceed to negotiate with the next highest evaluated Compliant and Responsible Bidder;
  - (vii) where, for security or confidentiality reasons, it is in the best interest of the Town;
  - (viii) with the highest Offeror in response to a Sale of Personal Property;  
or
  - (ix) when Authorized by Council to do so.
- (b) The Award of any negotiated Contract shall comply with the Contract execution provisions contained in section 14 and the Contractor performance provisions contained in section 15 of this by-law.

#### 13.4 **Emergency Purchases**

- (a) In the case of an emergency declared pursuant to the Town's Municipal Emergency Management Program and Emergency Response Plan, or a situation or circumstance in response to which the CAO or other Authorized person convenes some or all of the members of the Municipal Emergency Control Group, but for which a formal declaration of an emergency is not made, but for which emergency intervention is approved, Purchases for the containment and managing of the emergency situation shall be Authorized as set out in such Program and Plan, and the Treasurer shall prepare the required accountability and financial reports for Council for information following the termination of the emergency. During such emergency, this by-law shall serve only as a reference for those officials in authority during such emergency, and

otherwise is suspended for all Purchases directly or indirectly related to addressing and managing such emergency. The Procurement objective in such an emergency shall be to address the emergency as quickly and safely as possible so as to protect human life, essential municipal services, and property, while minimizing costs to the Town. All other routine Procurement activities of the Town during such emergency but unrelated to the addressing and management of the emergency remain subject to this by-law.

(b) In the event of an emergency that does not fall into paragraph (a) of this section, an Emergency Purchase may be made when an event occurs or a circumstance is discovered that is determined by the Department Head or the Chief Building Official to be an imminent and significant threat to, or which has already significantly affected or threatened any of the following:

- (i) public health;
- (ii) the maintenance of essential Town services;
- (iii) the safety or welfare of persons or of public property; or
- (iv) the security of the Town's interests;

and the occurrence requires the immediate Procurement of Goods, Services, or Construction, and time does not permit for competitive Bids or obtaining independent Quotations.

(c) Emergency Purchases made under paragraphs (a) and (b) above shall only be to the extent necessary to mitigate the immediate threat, risk or to temporarily contain the situation or circumstance, and restore services. Longer term projects or work for replacement of lost significant infrastructure must follow the provisions of this by-law.

(d) The following process shall be conducted for any Emergency Purchases pursuant to paragraph (b) of this section:

- (i) Where it is estimated that the expenditure is within the Authority of the Department Head or Chief Building Official as stated in Schedule "D" - Bid Thresholds of this by-law, the Department Head or Chief Building Official shall secure any Goods, Services, or Construction required in an efficient, expeditious manner that is in the best interest of the Town.
- (ii) Where it is estimated that the expenditure exceeds the Authority of the Department Head or Chief Building Official as stated in Schedule "D" - Bid Thresholds of this by-law, where possible and reasonably practical in the circumstances, the approval of the Procurement Manager, followed by the approval of the CAO, shall be required. The Department Head or Chief Building Official shall secure any Goods, Services, or Construction required in an efficient, expeditious manner that is in the best interest of the Town.

(e) Where the total of Emergency Purchases under paragraphs (a) and (b) above in response to a single event exceed the reporting threshold set out



in Schedule D – Bid Thresholds, an information report shall be submitted by the Treasurer, CAO, Department Head or Chief Building Official to Council, as soon as reasonably possible, which shall include the following information:

- (i) a description of the circumstance;
- (ii) how the circumstance qualifies as an emergency under this by-law;
- (iii) actions taken and the reasons therefore; and
- (iv) the costs incurred under this section.

### **13.5 Sole Source Purchases**

- (a) A Sole Source Purchase may be utilized for the Procurement of Goods, Services, or Construction without the competitive Procurement process when there is only one source that is able to meet the requirements of the Procurement, which may be due to their unique ability or skill, possession of proprietary technology, copyright, patent or other intellectual property.
- (b) The Procurement Manager shall require satisfactory justification from the requesting Department Head explaining the reasons for the Sole Source Purchase and how it meets the criteria for such set out in paragraph (a) above. Where the Procurement Manager is not satisfied the proposed Sole Source Purchase meets the criteria set out in paragraph (a) above, the Procurement Manager shall set out the reasons in writing for denying the Sole Source Procurement request. The Department Head, upon receiving the Procurement Manager's written reasons, may seek a meeting with the CAO and the Procurement Manager to review the matter.
- (c) Sole Source Purchases shall be in compliance with Schedule "D" - Bid Thresholds of this by-law.
- (d) Sole Source Purchases shall comply with the reporting and approval requirements set out in Schedule "D" - Bid Thresholds of this by-law.
- (e) Sole Source Purchases shall be required to comply with the Contract execution requirements of section 14 and the Contractor performance requirements of section 15 of this by-law.
- (f) A quarterly report of all Sole Source Purchases not requiring Council approval, excluding LVPs, shall be prepared by the Procurement Manager and reported to Council.

### **13.6 Single Source Purchases**

- (a) Single Source purchasing may be conducted for the Procurement of Goods, Services, or Construction without the competitive Procurement process, when any of the following circumstances apply:
  - (i) for reasons of standardization, warranty, function or service, such as technical qualifications;

- (ii) where compatibility with an existing product, equipment, facility or services is a paramount consideration;
  - (iii) where a Good is Purchased for testing or trial use, or for resale;
  - (iv) where due to a Contract termination, expiry, or other reason, a Good or Service is Purchased for a short interim period to meet immediate recurring business requirements, during which period a Procurement process is initiated for the longer term supply of such Good or Service;
  - (v) the Town has a rental contract and an offer to buy-out the equipment or extend the rental contract may be beneficial to the Town;
  - (vi) for matters involving security, police matters, or confidential or privileged issues where the disclosure of such matters through an open Solicitation process could reasonably be expected to compromise confidential or privileged information, interfere with the Town's ability to maintain security or order or to protect human, animal or plant life or health, cause economic disruption, or otherwise be contrary to the public interest;
  - (vii) a Contract is to be Awarded under a Co-operative Purchase or a Piggyback arrangement;
  - (viii) in the absence of any Bids in response to a Solicitation for Bids made in accordance with this by-law;
  - (ix) in an Emergency Purchase situation pursuant to section 13.4 of this by-law; or
  - (x) notwithstanding anything in this by-law, where a Purchase is determined by Council to be fair and reasonable and is made from a non-profit corporation for the purpose of achieving Town objectives.
- (b) The Procurement Manager shall require satisfactory written justification from the requesting Department Head explaining the reasons for the Single Source Purchase and how it meets the criteria for such set out in (a) above. Where the Procurement Manager is not satisfied the proposed Single Source Purchase meets the criteria set out in (a) above, the Procurement Manager shall set out the reasons in writing for denying the Single Source Procurement request. The Department Head, upon receiving the Procurement Manager's written reasons, may seek a meeting with the CAO and the Procurement Manager to review the matter.
  - (c) Single Source Purchases shall be in compliance with Schedule "D" - Bid Thresholds of this by-law.
  - (d) Single Source Purchases shall comply with the reporting and approval requirements set out in Schedule "D" - Bid Thresholds.

- (e) Single Source Purchases shall be required to comply with the Contract execution requirements of section 14 and the Contractor performance requirements of section 15 of this by-law.
- (f) A quarterly report of all Single Source Purchases not requiring Council approval, excluding LVP's, shall be prepared by the Procurement Manager and reported to Council.

### **13.7 Co-operative Purchasing and Piggyback**

- (a) The Town may participate with other government agencies or public authorities in Co-operative Purchasing where it is in the best interests of the Town to do so. The Town is not required to adhere to the advertising requirements under this by-law and does not need to conduct its own competition when engaged in Co-operative Purchasing, unless it is the lead agency for the Procurement. The policies and procedures regarding the Solicitation and Procurement process of the government agencies or public authorities calling the Co-operative Purchasing Bid on behalf of the participants shall be the applicable policies and procedures for that particular Bid.
- (b) The Town may Piggyback by accepting the results of a competitive Procurement process of another government agency or public authority where the provisions of the original Solicitation allow for such Piggyback, or when the Vendor is willing to do so, and it is believed by the Procurement Manager that it is in the best interest of the Town to do so. The Town is not required to adhere to the advertising requirements under this by-law and does not need to conduct its own competition when engaged in a Piggyback Purchase.
- (c) Notwithstanding paragraphs (a) and (b) above, Co-operative Purchasing and Piggyback Purchases shall comply with the reporting and approval requirements set out in Schedule "D" - Bid Thresholds.

### **13.8 "No Cost" Procurement**

- (a) "No Cost" Procurement occurs where the Town does not bear any cost (expense or capital expenditure). This type of Procurement activity includes revenue generating opportunities and cost pass-through to a third party for a particular project.
- (b) Revenue generating opportunities shall be acquired by the Town using the same Procurement methods and approval requirements according to the dollar amount thresholds in Schedule "D" – Bid Thresholds for Procurement that has a cost to the Town, which shall be determined based on an actual value (if available) or reasonable estimate of the value/expected revenue of the "No Cost" Procurement. Where the opportunity is reasonably expected to continue for more than two years, a three year estimated revenue shall be used in evaluating the thresholds in Schedule "D" – Bid Thresholds for Procurement.
- (c) Cost pass-through to a third party where the third party is covering less than one hundred percent (100%) of the total costs for a particular project shall be acquired by the Town using the same Procurement methods and

approval requirements according to the dollar amount thresholds in Schedule “D” – Bid Thresholds for Procurement that has a cost to the Town, which shall be determined based on an actual value (if available) or reasonable estimate of the value/expected revenue of the “No Cost” Procurement. Full cost coverage by a third party is dealt with in Schedule “A” – Exceptions to this by-law.

### **Part 3: Post-Award Requirements and Performance**

#### **14. Contract Execution**

- 14.1 Prior to the commencement of the provision of Goods, Services, or Construction, the selected Bidder shall be required to: (a) execute a Contract; or (b) acquire a Purchase Order or Award letter from the Town, depending on the type and dollar amount threshold of the Procurement as set out in Schedule “D” – Bid Thresholds of this by-law. Where applicable for LVPs, Town staff may utilize P-Cards for the acquisition and payment for Goods and Services.
- 14.2 A selected Bidder shall be required to submit any and all such documents, certificates, and securities as a condition precedent to, and for the performance of, a Contract, at the discretion of the Procurement Manager.(For LVP’s and MVP’s, at the discretion of the Department Head.) Such items may include, without limiting the generality of the foregoing: a Bond, other security for damages in the form of a negotiable instrument, insurance certificates, a certificate of clearance from the Workplace Safety and Insurance Board (WSIB), the Contractor’s Health & Safety policy, confirmation of compliance with the AODA, and a project schedule.

#### **15. Contractor Performance**

- 15.1 The Department Head shall be responsible for monitoring the performance of Contractors, and may, if appropriate, conduct an interim performance evaluation. The Department Head shall document evidence related to persisting problems in performance, and advise the Contractor in writing. Such problems may include, but are not limited to failure to meet Contract specifications, performance, invoicing conditions, health and safety requirements, environmental protections, or any other Town requirements set by Contract.
- 15.2 Upon completion of a Contract or the supply of Goods, Services, or Construction for the Town by a Contractor, a written performance evaluation of the Contractor shall be completed by the relevant Department Head, and the evaluation shall be retained by the Procurement Services Division. The Department Head is responsible to ensure the Contractor receives a copy of its performance evaluation. A copy of the evaluation and supporting documentation may be made available to persons requesting Town references for a future Contract and also may be reviewed and may form part of the criteria when considering the Town’s future Award of Contracts.
- 15.3 In a case where an interim performance evaluation is done prior to the completion of a Contract or the supply of Goods, Services, or Construction, and where the interim evaluation has determined the Contractor performance to be unsatisfactory for any reason, a Department Head may request an interim evaluation meeting with a Contractor to discuss any deficiencies and to establish a time for their rectification.

15.4 A Contractor deemed, in the sole opinions of the relevant Town staff and the Procurement Manager, to have poor or unsatisfactory performance of a Contract may:

- (a) be refused the Award of a future Contract for a specified period of time; or
- (b) be placed on a probationary period for a specified period of time.

A probationary period may specify additional requirements as determined by the Procurement Manager, including the requirement of additional Contract Performance Security or interim performance evaluations to ensure that the terms of a future Contract are strictly adhered to.

## **16. Contract Termination**

16.1 With the approval of the Town Solicitor, the Department Head whose Department executed the Contract may terminate the Contract in accordance with the terms of the Contract. The CAO may terminate any Contract, including Contracts authorized by Council. The Procurement Manager shall be notified immediately of any such termination.

## **Part 4: Specific Bid and Procurement Issues**

## **17. Contingencies and Scope Changes**

17.1 Subject to sufficient approved budget funding, where any Purchase of Goods, Services, or Construction has been Authorized under this by-law, the relevant Department Head may Authorize an increase to the Award for additional Goods, Services or Construction for unknown/unexpected conditions or circumstances affecting such work, provided that such additional costs shall not exceed twenty percent (20%) of the original Award amount, and provided that the additional funds are required to complete the specifications and work set out in the original Contract or scope of work.

17.2 Subject to sufficient approved budget funding, where any Purchase of Goods, Services or Construction has been Authorized under this by-law, in consultation with the Department Head, the CAO may Authorize an increase to the Award for additional Goods, Services or Construction for unknown/unexpected conditions or circumstances affecting such work.

17.3 Subject to sufficient approved budget funding, where any Purchase of Goods, Services or Construction has been Authorized under this by-law, in consultation with the Department Head, the CAO may Authorize an increase to the Award for additional Goods, Services or Construction to increase the scope of work deemed necessary to complete the Town's objectives, but which work was not set out in the original Contract

## **18. Cancellation of Solicitation**

18.1 The Procurement Manager may cancel any Solicitation where:

- (a) no Bids were received in response to the Solicitation or none of the received Bids were from a Compliant and Responsible Bidder;

- (b) the prices contained in all the Bids in response to the Solicitation exceed the approved funding amount for the project or Purchase, and there is a cancellation request from the Department Head who initiated the Solicitation;
- (c) a material change in the scope of work or specifications is required and a new Solicitation should be issued according to the Procurement Manager;
- (d) none of the Bids received adequately address the purpose or intent of the Solicitation or the goal or need of the Town that was to be addressed through the Solicitation;
- (e) the Goods, Services, or Construction to be provided by the Solicitation are no longer required by the Town; or
- (f) in the opinion of the Procurement Manager, the integrity of the Solicitation has been compromised or the Procurement process was materially flawed.

## **19. Access to Information**

- 19.1 The disclosure of information received pursuant to any Procurement process, Solicitation, or the Award of a Contract shall be made in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and the *Personal Health Information Protection Act*, as amended.
- 19.2 Evaluation score sheets of individual Town staff evaluators for each Bidder or Proponent shall remain confidential. Members of Council may not be part of any Bid evaluation process.

## **Part 5: Personal Property**

### **20. Disposal of Personal Property**

- 20.1 Personal Property of the Town, such as furniture, vehicles, equipment, stocks of all supplies, and other Goods and materials, which are no longer used by the Town or which have become obsolete, worn out, or incapable of being used, shall be identified as surplus by the applicable Department Head. Any disposal or Sale of such surplus items shall be in accordance with the provisions of this by-law where applicable. The terms of such disposal or Sale shall be documented.
- 20.2 Personal Property shall be disposed of using the following process:
  - (a) The Department Head shall first offer surplus Personal Property to other Departments.
  - (b) Should any Personal Property remain available after the provisions of paragraph (a) have been carried out, the Department Head shall dispose of such items by one of following methods, which method is selected by the Procurement Manager according to the potential for the highest monetary return for the Personal Property and the resources available to engage such a process:

- (i) Sale: A Sale Solicitation shall be issued and advertised on an Electronic Bidding System, daily newspaper, or through the York Purchasing Cooperative. Offers shall be received by facsimile, electronically, or by sealed Bid, as determined by the Procurement Manager;
  - (ii) Public auction: The Procurement Manager shall arrange for the Personal Property to be sold at a public auction, either a digital auction site or a selected reputable live auction establishment. A minimum bid may or may not be set and shall be determined by the Procurement Manager with input from other Town staff as appropriate; or
  - (iii) Sale or return/trade-in to a Vendor: Sale or trade-in of the Personal Property directly to a Vendor or Contractor in the applicable line of business.
- (c) Any Personal Property still available after the provisions of paragraphs (a) and (b) have been carried out shall be disposed of by one of the following methods:
- (i) The Procurement Manager shall notify community and/or non-profit agencies, as applicable, of the Town's intent of disposal and negotiate such disposal with any groups or individuals that indicate interest in a manner that is in the best interest of the Town; or
  - (ii) Any other reasonable manner, including disposal as waste, at the discretion of the Procurement Manager.
- (d) Where an item or a group of similar items has been declared surplus and has a value of less than two hundred dollars (\$200.00), all as determined by the Procurement Manager, the Department Head responsible for such item(s) may dispose of such item(s) in a manner alternative to, and not in accordance with, the methods set out under paragraphs (a), (b), and (c), at the discretion of the applicable Department Head.

20.3 No Town staff member, Council member, or Local Board member shall personally obtain any Personal Property that has been declared surplus unless it has been obtained in accordance with any applicable provisions of this by-law.

## **Part 6: Miscellaneous Considerations and General Items**

### **21. Tie Bids Received**

- 21.1 In the case of tie between two Compliant and Responsible Bidders and where multiple Awards are not possible, the Town shall determine the winning Bid from the two tied Bids by a coin toss conducted by the Procurement Manager.
- 21.2 In the case of a tie between three or more Compliant and Responsible Bidders and where multiple Awards are not possible, the Town shall determine the winning Bid from the group of tied Bids by a random lottery draw conducted by the Procurement Manager.

## **22. No Local Preference**

- 22.1 The Town will endeavour to achieve the best value in its transactions. The Town will not be bound to Purchase Goods or Services based upon Canadian content, nor shall the Town practice local preference in Awarding Contracts, unless specifically required to do so by a higher level government body. All Procurement processes are to be conducted so as not to unduly exclude local Vendors while at the same time maintaining the duty to conduct a fair competition and adhere to the generally accepted legal principles applicable to Procurement, and all prevailing Provincial, Federal or International trade treaties or agreements to which the Town is bound.

## **23. Environmental Considerations**

- 23.1 For the purposes of this section:

**“Environmentally Preferred”** means Goods and Services that have a lesser impact on human health and the environment when compared with competing products or Services. This comparison may consider raw material acquisition, production, recycled content, manufacturing, waste management, packaging, distribution, re-use, operation, maintenance or disposal. An environmentally preferred Good or Service will meet the criteria of a recognized third party certification program, where such a specification exists for that product class.

**“Third Party Environmental Certification”** means an independent organization that licenses and certifies products that meet environmental standards developed by that organization. The certification programs most frequently used to certify environmentally preferred products are provided in the Town’s Green Procurement Policy.

- 23.2 To encourage the Procurement of Environmentally Preferred Goods and Services with due regard to the preservation and enhancement of the natural environment, Bid Documents may require methods resulting in the least damage to the environment, such as those products which have a recognized Third Party Environmental Certification, where practicable and in accordance with the Town’s Green Procurement Policy.

## **24. Accessibility Considerations**

- 24.1 The Town is committed to giving people with disabilities the same opportunity to access Town Goods and Services and allowing them to benefit from the same Services, in the same place and in a similar way as other customers. Pursuant to the provisions of the AODA and s. 5(1) of O. Reg. 191/11, as amended, the Town shall incorporate accessibility design, criteria, and features when procuring or acquiring Goods, Services, or facilities, except where it is not practicable to do so. Programs, Goods, Services, facilities, etc. should be accessible to persons with disabilities (visible and invisible), including (without limitation): hearing loss, vision loss, physical or mobility related impairments, temporary disabilities, learning, speech, language, cognitive, psychological, psychiatric, intellectual and developmental disabilities, allergies, and multiple chemical sensitivities.
- 24.2 If it is determined not to be practicable to incorporate accessibility design, criteria, and features when Purchasing Goods, Services, or facilities, the Department



Head responsible for any such Procurement shall, upon request, provide an explanation.

## **25. Black-Out Period**

25.1 During the Black-Out Period, any communication between Bidders and Council members, Town staff, or Town consultants relating to any Solicitation, pending Award or submitted Bids, other than to Town staff in the Procurement Services Division, or in the case of a MVP, the Department identified contact person, is prohibited. Any such communication in violation of this subsection will entitle the Procurement Manager to disqualify the offending Bidder from consideration for Award.

## **26. Lobbying**

26.1 During the Black-Out Period, no solicitations or lobbying may be made to any Town staff member, Council member, Town consultant, or to the news media by any director, officer, principal, employee, agent, family relation, or other representative of a Bidder (including any other parties that may be involved in a business relationship with the Bidder) with respect to the merits or value of the Bidder's Bid. Any such communication in violation of this section will entitle the Procurement Manager to disqualify the offending Bidder from consideration for Award. This section does not apply to presentations or delegations expressly requested by Town staff or by Council, whether in the Bid Documents or otherwise. This section does not apply to information provided in the context of a reference check initiated by the Procurement Services Division

## **27. Information Reports to Council**

27.1 The Procurement Manager shall prepare quarterly, a summary information report to Council outlining all Awarded Contracts which exceed \$250,000. At a minimum, such report shall include a reference number, the Town Department or Division, the Vendor name, a description of the Contract, the term of the Contract, any renewal or option provisions to the term of the Contract, and the value of the Contract Awarded.

## **28. Retention of Records**

28.1 All documentation related to the Procurements and related processes of this by-law shall be retained in accordance with the Town's Records Retention By-law, as amended, or its successor.

## **29. By-law Review**

29.1 This by-law shall be monitored and evaluated for effectiveness continuously by the Procurement Manager and shall be comprehensively reviewed upon specific request by the CAO or by Council.

## **30. Repeal, Precedence, and Transition**

30.1 By-law Number 5997-17, as amended, and all schedules thereto, is hereby repealed on the day of this by-law coming into force and effect.

30.2 This by-law shall take precedence in the case of any conflict with any other Town policies or procedures relating to Procurement.

30.3 Notwithstanding section 30.1, for the purposes of transition to this by-law, all Procurement that commenced (being the date that Bid Documents were released to the public in a Solicitation) prior to the effective date of this by-law are subject to the provisions of By-law Number 5997-17 up to and including the Award of the Contract or Purchase Order, save and except for Approval, Reporting and Award thresholds, for which the provisions of such set out in Schedule "D" – Bid Thresholds of this by-law shall apply.

**31. Short Title**

31.1 This by-law may be referred to as the "Procurement By-law".

**32. In Force**

31.1 This by-law shall come into full force and effect on the date of final passage hereof.

**Enacted by Town of Aurora Council this 8<sup>th</sup> day of May, 2018.**



**Geoffrey Dawe, Mayor**



**Michael de Rond, Town Clerk**

## Schedule "A"

### Exceptions

The Procurement and/or payment of the following items are exempted from the competitive Procurement and Purchase Order requirements of this by-law. Established corporate risk management requirements remain applicable. **For payment, in lieu of a Purchase Order number on the invoice, insert the "Procurement Exception # xx". For payment of an on-site Service, attach the WSIB and insurance documents to the invoice for payment as applicable**

1. Conferences, conventions, courses and seminars
2. Magazines, books and periodicals including subscriptions thereto
3. Trade/professional association membership dues/fees, continuing education, or certification processes
4. Facilitators, program hosts or guest speakers for training, education or corporate purposes
5. Staff development, training and workshops including all related equipment resources and supplies
6. Employment expenses reimbursements to employees per the approved policies
7. Payroll, benefit premiums and related remittances
8. Petty cash replacement
9. Bank charges and brokerage fees, except the selection of the Town's lead bank
10. Ancillary banking or financial Services
11. Debenture, debt and sinking fund payments
12. Remittances of all forms of taxes
13. Charges to and from other governmental bodies (e.g. school boards, federal and provincial ministries/bodies/agencies, Teranet, LSRCA etc.)
14. Purchase or disposition of financial investments in accordance with the Town's Investment Policy.
15. Grants to agencies in accordance with any applicable Town policies)
16. Payments regarding Real Property (lease payments, Purchases)
17. Committee fees and honorariums
18. Postage and courier Services
19. Utility charges – including water, sewer, electricity, natural gas, telecommunication Services, internet, cable television, maintenance charges, utility relocations, utility construction, and utility acquisition
20. Town sponsored employee Purchase programs
21. Medical evaluations and similar consultations or expenses required by the Town
22. Annual government licences, and certificates, including periodic government inspection fees
23. Annual software licenses renewals or maintenance/support payments when only available from the subject software supplier
24. Claim and litigation settlement payments
25. Newspaper, social media or other media advertising space/presence, except regular "notice board" space
26. Job posting advertising – associations/journals/trade groups
27. Town logo'd promotional materials except clothing
28. Payments for employment and temporary help/employment agencies
29. Events or programs supporting non-profit organizations
30. Legal fees, expert witness/consultant fees, and other court fees/costs
31. Appraiser
32. Special forensic auditor
33. Real estate agent
34. Arbitrator, mediator, and other similar professionals
35. Suppliers and entertainers for special events and programs
36. Goods, Services or construction where one hundred percent (100%) of the total cost is being paid by or reimbursed by a third party.

**Schedule "B"**

**Bid Irregularities – LVP and MVP**

For the purposes of this by-law, the following actions shall be taken regarding Bid Irregularities (as defined in this by-law).

Item	Description	Action
1.	Late Bid.	Automatic rejection.
2.	Bid not submitted at location specified in the Solicitation.	
3.	Bid submitted in other format than specified in the Solicitation.	
4.	Bid not submitted using required forms.	
5.	Bid envelope not sealed.	
6.	Bid not legible.	
7.	Bid Document not signed in ink with an original signature (if required by Solicitation) or not signed by all Bidders (if Bid is on behalf of a joint-venture).	
8.	Signature page not provided in the Bid (if specified and required in the Solicitation).	
9.	Pages requiring completion of information or specification not submitted with the Bid (if specified and required in the Solicitation).	
10.	Failure to submit a list of subcontractors (if required in the Bid Document).	
11.	Unit price in the "price schedule" which has been changed but not initialed and the unit price extension/total price <u>is not</u> consistent with the unit price as amended.	
12.	Pricing page(s) not submitted with the Bid (if specified and required in the Solicitation).	
13.	Bid Deposit (if requested) not submitted with the Bid.	
14.	Bid submitted from a Bidder that has not been pre-qualified, where pre-qualification was required in the Solicitation.	
15.	Bidder did not attend a mandatory site meeting (if required in the Solicitation).	
16.	Undertaking to Provide a Bond or Letter of Credit, or actual Bond not submitted with the Bid or not original signed copy (if requested).	
17.	Undertaking to Provide a Bond or Letter of Credit, or actual Bond, submitted on a form or in a format not permitted in accordance with the Bid Document.	
18.	Bond, Bid Bond, Undertaking to Bond, or Agreement to Bond missing: a corporate seal, proof of authority to bind bonding company, signature of Bidder, or seal and signature of surety (as applicable).	
19.	Incomplete Bid.	

Item	Description	Action
20.	Bid submitted by a Bidder (or by an affiliate, related entity, principal, officer, or director of such Bidder), who is in unresolved Litigation with the Town or is the subject of third party claims involving the Town.	Possible rejection. Referred to Bid Review Committee for review, consideration, and determination. Factors to be considered will include, but are not limited to: (a) the severity, materiality, and nexus between the Litigation and the work for which the Bid is submitted; (b) where the Town has been named as plaintiff or defendant pursuant to a subrogated interest, an appropriate arrangement has been made to indemnify the Town; and (c) the Bidder's performance under previous Contracts with the Town, the Town's claims history with the Bidder, and an assessment of the overall risk and total price in entering into a Contract with the Bidder.
21.	Alterations, additions, deletions or qualifying statements (referred to as a "variation") made to the Bid Documents or provided with the Bid.	Automatic rejection, unless in the opinion of the Bid Review Committee, such variation is considered to be immaterial to the Town.
22.	Alternate and/or substitute items Bid in whole or in part that were not requested in the Solicitation.	Rejection of any alternative and/or substitute items not requested by the Solicitation.
23.	Bids containing minor clerical errors	If in the opinion of the Procurement Manager the errors are of a minor nature and are not material to the Bid, they can be waived at the option of the Procurement Manager. Otherwise, the Bid shall be rejected. May be referred to the Bid Review Committee for final determination.
24.	Strikeouts, erasures, whiteouts, or overwrites made to the Bid form, not initialed by an Authorized person.	Automatic rejection, unless in the opinion of the Procurement Manager, the failure to initial is minor in nature and is not material to the determination of the Bid. Otherwise, the Bid shall be rejected. May be referred to the Bid Review Committee for final determination.
25.	Mathematical errors for total price which are not consistent with the unit price or mathematical errors such as tax calculation errors.	Bidders shall accept corrections to total Bid price or tax calculation that is made by the Procurement Manager. Unit prices shall always govern.
26.	Unit price in the "price schedule" which has been changed but not initialed and the unit price extension/total price <u>is</u> consistent with the unit price as amended.	Bid will be accepted unless, in the opinion of the Procurement Manager, the changes to the unit prices create ambiguity and uncertainty – in such case, the Bid shall be rejected. May be referred to the Bid Review Committee for final determination.
27.	Bid Deposit (if requested) contains insufficient funds as called for in the Bid Document.	Automatic rejection unless insufficient amount is <i>de minimis</i> (\$2.00 or less).
28.	Other Bid Irregularities	Referred to the Bid Review Committee for review, consideration, and determination.

## Schedule “C”

### Bid Irregularities – HVP Electronic Bidding

For the purpose of this by-law, the following actions shall be taken regarding Bid Irregularities (as defined in this by-law).

Item	Description	Action
1.	Bid not submitted as specified in the Solicitation.	Automatic rejection.
2.	Bid submitted in other format than specified in the Solicitation.	
3.	Bid not submitted using required forms.	
4.	Bid not signed with a signature (if required by the Solicitation) or not signed by all parties (if Bid is on behalf of a joint-venture).	
5.	Signature page not provided in the Bid (if specified and required in the Solicitation).	
6.	Pages requiring completion of information or specification not submitted with the Bid (if specified and required in the Solicitation).	
7.	Failure to submit a list of subcontractors (if required in Bid Document).	
8.	Unit price extension/total price <u>is not</u> consistent with the unit price as amended.	
9.	Bid Deposit (if requested) not submitted with the Bid.	
10.	Bid submitted from a Bidder that has not been pre-qualified, where pre-qualification was required in the Solicitation.	
	Bidder did not attend the mandatory site meeting (if required in the Solicitation).	
11.	Undertaking to Provide a Bond or Letter of Credit, or actual Bond, submitted on a form or in a format not permitted in accordance with the Bid Document.	
12.	Proposal does not address all components identified in the Bid Document.	Missing component will be scored zero. If the component has been identified in the Bid Document as requiring a response for that component but no response is given, then automatic rejection.
13.	Bid submitted by a Proponent (or by an affiliate, related entity, principal, officer, or director of such Proponent), who is in unresolved Litigation with the Town or is the subject of third party claims involving the Town.	Possible rejection. Referred to Bid Review Committee for review, consideration, and determination. Factors to be considered will include, but are not limited to: (a) the severity, materiality, and nexus between the Litigation and the work for which the Bid is submitted; (b) where the Town has been named as plaintiff or defendant pursuant to a subrogated interest, an appropriate arrangement has been made to indemnify the Town; and (c) the Bidder's performance under previous Contracts with the Town, the Town's claims history with the Bidder, and an assessment of the overall risk and total cost in entering into a Contract with the Bidder.
14.	Alterations, additions, deletions or qualifying statements (referred to as a "variation") made to the Bid Documents or provided with the Bid.	Automatic rejection, unless in the opinion of the Bid Review Committee, such variation is considered to be immaterial to the Town.
15.	Alternate and/or substitute items Bid in whole or in part that were not requested in the Solicitation.	Rejection of any alternative and/or substitute items not requested by the Solicitation.
16.	Bids containing minor clerical errors.	If in the opinion of the Procurement Manager the errors are of a minor nature and are not material to the Bid, they can be waived at the option of the Procurement Manager. Otherwise, the Bid shall be rejected. May be referred to the Bid Review Committee for final determination.

Item	Description	Action
17.	Bid Deposit (if requested) contains insufficient funds as called for in the Bid Document.	Automatic rejection unless insufficient amount is <i>de minimis</i> (\$2.00 or less).
18.	Other Bid Irregularities.	Referred to the Bid Review Committee for review, consideration, and determination.

## Schedule “D”

### Bid Thresholds

For the purpose of this by-law, the following are the required Procurement methods, approval Authority, reporting requirements, and Contract requirements for the specified amount thresholds.

Dollar Thresholds (Excluding Taxes)	Method of Procurement	Source of Bids (Advertising)	Report To	Approval/ Award	Contract Type
<b>1. Bids and Proposals</b>					
Any up to \$10,000	Low Value Purchase (LVP)	Purchases made from the competitive marketplace where possible and practicable. Best value to be obtained.	Not applicable	Town staff according to approval Authority as delegated by the applicable Department Head	not applicable
For Consulting Services only: Up to \$25,000					
\$10,000.01 to \$25,000	Mid Value Purchase (MVP) Using an Informal Request for Quotation (IRFQ)	Obtain three (3) written quotes on IRFQ form, Bidders invited, may select invitees from Bidders found on Bidding System	Not applicable	Award letter from Town staff according to approval Authority delegated by the applicable Department Head	Award letter
\$25,000.01 to \$1,000,000	High Value Purchase (HVP) using Request for Quotation (RFQ), Request for Tender (RFT) - or - Request for Proposal (RFP)	Electronic Bid Posting and/or Advertising in such manner as directed by the Procurement Manager	Not applicable	Town staff according to approval Authority as delegated by the applicable Department Head	Purchase Order and Contract (Contract required over \$50,000 executed by the applicable Department Head)
Over \$1,000,000	High Value Purchase (HVP) using Request for Quotation (RFQ), Request for Tender (RFT) - or - Request for Proposal (RFP)	Electronic Bid Posting and/or Advertising in such manner as directed by the Procurement Manager	Not applicable	Chief Administrative Officer	Purchase Order and Contract (Contract executed by the CAO)
<b>2. Emergency Purchases</b>					
Up to \$50,000	Not applicable	Advertising not required	Not applicable	Department Head or CBO	P-Card or Emergency Purchase Order or other document.
\$50,000.01 to \$100,000	Not applicable	Advertising not required	Not applicable	CAO	Emergency Purchase Order
Over \$100,000	Not applicable	Advertising not required	Council as soon as reasonably possible by the CAO explaining actions taken and reasons therefore (may be after the emergency is over and after Purchase is Awarded)	CAO	Emergency Purchase Order and Contract (if emergency situation permits; executed by the CAO)



Dollar Thresholds (Excluding Taxes)	Method of Procurement	Source of Bids (Advertising)	Report To	Approval/Award	Contract Type
<b>3. Sole Source, Single Source &amp; Piggyback</b>					
\$10,000.01 to \$100,000.00	Sole Source, Single Source, or Piggyback	Advertising not required	Not applicable	Procurement Manager, as recommended by Department Head	Purchase Order and, if over \$50,000, Contract executed by CAO
Over \$100,000.00	Sole Source, Single Source, or Piggyback	Advertising not required	Council (from the applicable Department Head or designate)	Council	Purchase Order and Contract (executed by the Mayor and Town Clerk as per Council direction)
<b>4. Determination of Availability of Goods and Services</b>					
Not applicable	Request for Expressions of Interest (RFEI) - or - Request for Information (RFI)	Advertising is required in such manner as directed by the Procurement Manager. May be followed by another Procurement method.	Not applicable	Not applicable	Not applicable
<b>5. Pre-Qualification and Multi-Step Bids</b>					
May be used in conjunction with another Procurement method listed in Schedule "D" – Bid Thresholds	Request for Pre-Qualification - or - Multi-Step Bid Call	Advertising is required in such manner as directed by the Procurement Manager	As specified in related Procurement method	As specified in related Procurement method	As specified in related Procurement method

Methods of Procurement listed in this Schedule are minimum methods only in accordance with sections 11, 12, and 13 of this by-law. Requests for Tender (RFT) and Requests for Proposal (RFP) may be used for any dollar thresholds at the discretion of the Procurement Manager. Council approval to Award may also be sought at the discretion of the applicable Department Head or the CAO.

All Contracts that are to be executed and required by this Schedule "D" – Bid Thresholds shall be prepared or reviewed by the Legal Services Division of the Town prior to execution.