

Corporation of the Town of Minto Bylaw 2017-____

A By-law to Establish Policies and Procedures Respecting the Procurement of Goods and Services for the Town of Minto

WHEREAS section 270 (1) of the *Municipal Act, 2001* S.O. 2001, c. 25 (the “Act”) provides that a municipality shall adopt and maintain policies respecting the procurement of goods and services; and

AND WHEREAS section 5 (3) of the Act provides that a municipal power shall be exercised by by-law unless it is specifically authorized to do otherwise; and

AND WHEREAS section 5 (3) of the Integrated Accessibility Standards, Ontario Regulation 191/11, provides that municipalities shall incorporate accessibility design, criteria and features when procuring or acquiring goods, services or facilities, except where it is not practicable to do so; and

NOW THEREFORE the Town of Minto Council hereby enacts as follows:

1.0 By-law Purpose

This by-law shall be known as the Purchasing By-law for the Town of Minto and is adopted for the following purposes:

- (a) to encourage competition among contractors, bidders and service providers;
- (b) to obtain best value in the procurement of deliverables;
- (c) to ensure fairness, objectivity, accountability and transparency in the procurement process consistent with Town policies regarding fiscal accountability and transparency;
- (d) to ensure goods and services are procured by the Town in a manner consistent with its code of conduct and conflict of interest legislation;
- (e) to encourage environmentally responsible and sustainable procurement while maintaining fiscal prudence; and
- (f) to promote and implement procurement practices that support the principles of the Ontarians with Disabilities Act, 2001 and the Accessibility for Ontarians with Disabilities Act, 2005.

2.0 Applicability

This by-law shall apply to the purchasing or disposing of goods and services with the following exceptions:

- a) Sale or disposition of lands owned by the municipality unless by means of tender;
- b) Purchase of goods or services needed by the City Clerk to carry out the requirements of the Municipal Elections Act;
- c) All public or private utilities used by the municipality including repairs, service or upgrades to same;
- d) Legal and other counselling services
- e) General corporate expenses including employee documentation such as function abilities forms, debentures, claim settlements, legal advice, arbitrators, historical experts, damage claims, Workplace Safety and Insurance (WSIB) remittance, or customs brokerage services
- f) Council and Staff training, professional development, accreditation or membership in professional organizations and related travel, accommodation or meal expenses;
- g) Sole providers of goods or services supplied by any level of government or their agencies;

- h) Payment or remuneration to staff, Council or honorariums for volunteers.

3.0 Definitions

In this by-law the following definitions shall apply:

- i. "Agreement" means a formal written legal agreement or contract for supply of goods, services, equipment or construction;
- ii. "Authorized purchaser" means the CAO Clerk , Department Head, Supervisor, Lead Hand or other person authorized to acquire goods and services for the Town.
- iii. "award" means the authorization to proceed with the purchase of deliverables;
- iv. "best value" means, in relation to a purchase, that the purchase represents the optimal balance of high quality and financial terms
- v. "bid" means a submission received in response to a call for bids, and includes a request for proposal or quotation as well as a tender;
- vi. "Bid Review Committee" means the committee established under Section 11 of this bylaw;
- vii. "bidder" means any legal entity that submits a bid in response to a call for bids and includes a proponent;
- viii. "CAO Clerk" means the Chief Administrative Officer of the Town or designate, or subsequent position or title representing the administrative head of the municipality.
- ix. "Construction" means construction, reconstruction, demolition, repair or renovation of a building or structure and includes site preparation, excavation, drilling, seismic investigation, soil investigation, the supply of products and materials and the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures to a building or structure;
- x. "Consulting and professional services" means those services requiring the skills of a professional for a specialized service and includes the services of architects, engineers, designers, surveyors, planners, accountants, auditors, management professionals, marketing professionals, software and information technology experts, financial consultants, lawyers, law firms, real estate agents and brokers, environmental planners and engineers, hydrogeologists, transportation planners and engineers, communications consultants and any other consulting services which may be required by the Town;
- xi. "Contingency" means an event or circumstance that gives rise to an increase in a contract price and which could not have been reasonably anticipated at the time of contract award;
- xii. "Contract" means any form of binding agreement between the Town and a contractor for the purchase of deliverables and includes a purchase order;

- xiii. "Contractor" means any legal entity to whom a contract is awarded and includes a vendor, supplier, service provider and consultant;
- xiv. "Council" means the Municipal Council of the Town.
- xv. "Department Head" means the head of a specific Department of the Town
- xvi. "Designate" means the person or persons assigned the duties and responsibilities on behalf and in the absence or incapacity of the person charged with the principal authority to take the relevant action or decision.
- xvii. "Disability" or "Disabilities" shall have the same meaning as set out in the Ontarians with Disabilities Act 2001 or any successor legislation.
- xviii. "Disposal" means the selling, trading, assignment and/or scrapping of surplus assets.
- xix. "goods" means personal property, including raw materials, products, supplies, equipment and other physical objects of every kind and description;
- xx. "Local" is a supplier within a primary trade area of the Town.
- xxi. "Mayor" means the Mayor of the Town or in absence of the Mayor the Deputy Mayor
- xxii. "Proposal" means a submission received in response to a request for proposals;
- xxiii. "Purchase Order" means the purchasing document used to formalize a purchasing transaction with a vendor.
- xxiv. "Purchase Requisition" means a request for goods and/or services for which budget is approved prepared by a Department Head or designated and sent to the Treasurer.
- xxv. "Qualified bid" means a limited or conditional offer that modifies or does not meet some important terms, condition or specification of the bid invitation, which limitation or condition may constitute grounds to disqualify the bid;
- xxvi. "Quotation" means a sealed bid received as a result of a written or verbal request by the Town for the supply of goods and services;
- xxvii. "Request for proposals" means a request for proposals issued under this bylaw
- xxviii. "Request for quotations" means a request for quotations issued under this bylaw
- xxix. "Request for tenders" means a request for tenders issued under this bylaw;
- xxx. "Respondent" means a person who submits a Response to a Town's solicitation for goods or services, and "Bidder" or "offerer" or "Tenderer" shall have the same meaning.

- xxxi. "Responsible" means a bidder or offerer who is deemed to be fully technically and financially capable of supplying the goods or services requested in the solicitation.
- xxxii. "Sealed bid" means a formal sealed response received as a part of a quotation, tender or proposal.
- xxxiii. "Services" may include, but are not limited to, telephone, gas, water, hydro, janitorial and cleaning services, consultant services, legal surveys, medical services, insurance, and the rental, repair or maintenance of equipment, machinery or other personal property, and includes consulting and professional services;
- xxxiv. "Sole Source" shall mean a non-competitive process to acquire goods and/or services from a specific supplier whether or not there is another supplier able to provide the same goods and/or services.
- xxxv. "Supplies" include goods, wares, merchandise, materials, and equipment used or required by the Town.
- xxxvi. "Tender" a written sealed offer from a bidder to supply goods, services and/or supplies to the Town
- xxxvii. "Total cost" means the contract cost for the full term of the contract, and, in the case of a contract containing renewal provisions, the total contract cost for the initial term and all potential renewal terms, excluding the Harmonized Sales Tax, but including all other applicable, fees, charges and disbursements;
- xxxviii. "Treasurer" means the Treasurer of the Town or Designate.
- xxxix. "Town" shall mean the Corporation of the Town of Minto and its legally appointed or elected representatives.

4.0 Purchasing Authority, Practices

- a) The CAO Clerk and the Treasurer shall have all the necessary authority to administer this By-law and to carry out his or her duties on behalf of the Town.
- b) The Authority to award a contract is subject to identification and availability of sufficient funds in appropriate accounts within the budget.
- c) Upon approval of a policy requiring purchase requisitions, before purchasing goods or services over \$10,000 value, Department Heads shall complete an electronic purchase requisition form for approval by the CAO Clerk and Treasurer describing the nature of the goods and services requested, available budget in the current year, account number for all billing, and whether the purchase will be by quotation, call for proposal, quotation, tender or other such manner. Once the purchase requisition is approved it shall become an electronic purchaser order which Department Heads shall use to acquire the approved goods or services, monitor payments, and document the conclusion of the transaction including substantial completion, final delivery, and proof of payment.
- d) The policies and procedures outlined in this by-law shall be followed for the purchase of all good and or services by the Town or its officers, servants and employees.

- e) This by-law does not apply to the purchase of goods, services and equipment considered necessary or advisable by the CAO Clerk to carry out the requirements of the Municipal Elections Act, but the CAO Clerk shall wherever possible be guided by the provision of this by-law.
- f) In determining if any purchase qualifies as a Tender, the amount of sales taxes, excise taxes, goods and service taxes and duties shall not be a consideration when determining the price of a contract for the supply of any goods or services.
- g) The CAO Clerk may procure goods or services on a one time basis for urgent or pending matters at his/her sole discretion up the amount required is less than \$5,000. This authority may not be delegated except where the CAO Clerk is on vacation in which case the Treasurer shall hold the same powers provided for in this section.
- h) Department Heads are authorized under this bylaw to:
 - (i) provide procurement advice, in consultation with the Town legal counsel or consulting engineering firm, if required, including, but not limited to, preparing calls for bids;
 - (ii) subject to any procedure that may be required under 4.0 c) administer calls for bids and ensuring compliance with the terms and conditions of the calls for bids;
 - (iii) review statements of work and specifications for compliance with the terms of this bylaw;
 - (iv) develop co-operative purchasing arrangements with other levels of government, municipalities, boards, agencies, commissions, or private sector entities, as the case may be, where such arrangements are determined to be in the best interests of the Town;
 - (v) standardize procurement procedures;
 - (vi) maintain purchasing practices consistent with this by-law and the Town's code of conduct, accessibility and transparency policy, fiscal accountability policy and other applicable policies
 - (vii) dispose of surplus assets; and
 - (viii) prepare reports to Council when required under this bylaw to recommend awards or develop policy as appropriate.
- h) The Treasurer is authorized to pay for any goods or services purchased by the CAO Clerk, Department Heads, and Supervisor, Lead Hand, or other authorized purchaser in accordance with this by-law, upon receipt of:
 - (i) a request for payment endorsed by the C.A.O. Clerk, Department Head or Designate acknowledging receipt of the good or services on behalf of the Town;
 - (ii) an invoice signed by the authorized purchaser and their immediate supervisor provided the price and appropriate Town account number is accurately and clearly indicated on the said invoice prior to signing;
 - (iii) an approved electronic purchase requisition and completed electronic purchase order are filed documenting the required work, Town account number, certification of work completion, and any other such information as may be required by policy.
 - (iv) verification of payment by the Town Engineering Consultant for work authorized by contract where the work required under the contract or any portion of the contract has been fully executed by the contractor and received all required approvals, and the contractor has provided any insurance policies,

performance or other bond required by contract, and until all required payment certifications are filed with the Treasurer.

(v) accounts of ordinary business transactions of the Town incurred between the last regular meeting of Council in any year and the approval of the following year's budget.

- i) Good or services required by any member of Council shall be acquired under this policy through the CAO Clerk or designate

5.0 Inspection of Supplies and Services

- (a) The CAO Clerk, Department Head or designate shall inspect all deliveries of supplies to determine whether they meet the specifications set out in the purchase agreement or formal contract.
- (b) The CAO Clerk, Department Head or designate shall return of all supplies and terminate all formal contracts in writing which do not meet specifications set out in the purchase agreement or formal contract documents.
- (c) The CAO Clerk, Department Head or designate shall review all services procured by the Town to ensure compliance with specifications set out in the formal agreement, contract or other document verifying award.
- (d) Where services provided under Section 5.0 (d) are deemed not to be adequate based on the specifications set out in the formal agreement, contract or other document, the CAO Clerk, Department Head or designate shall advise the service provider in writing of the inadequacy of the service provided and take steps to ensure compliance with the agreement between the Town or service provider or restitution is made such as non-payment of invoices or repayment as may be required.

6.0 Co-operative Purchasing

Department Heads are hereby authorized to participate in co-operative purchasing arrangements with other municipalities, CountyT, local boards and public agencies within the Province where such participation has been approved by Council.

7.0 Council Authorization Required

Except as herein provided, no Committee established by Council, no member of Council and no employee of the Corporation shall enter into any contract to purchase goods or services on behalf of the Town without Council approval.

8.0 Sole Source Purchases

Council may pass a resolution permitting certain goods and/or services to be procured without issuing a call for bids where:

- (a) compatibility of a purchase with existing equipment, facilities or service is the paramount consideration;
- (b) only one entity is reasonably capable of providing the goods or services;
- (c) due to market conditions, required goods or services are in short supply, or when urgent acquisition of required goods or services is necessary due to unexpected circumstances;
- (d) the procurement relates to relocation of utilities associated with a Town contract, including but not limited to telecommunications, electrical, gas, cable, or telephone works;
- (e) there is merit in purchasing at a public auction;
- (f) procurement relates to the purchase of services where the Town provides subsidies or funding to the service provider or to the recipient under programs approved by Council; or

- (g) services are purchased to comply with eligibility criteria rather than a competitive process, and where multiple contractors may provide the same or similar services.

8.1 Council approval under section 8.0 shall not be required for goods or services under \$10,000 in value provided approval is given by the CAO Clerk and the Treasurer or designate.

8.2 In no case shall any goods or services be sole sourced to any employee of the Town or member of Council that would be considered a violation of the Town's code of conduct, policies regarding fiscal accountability and transparency, applicable conflict of interest legislation, or any other similar rules or requirements in place to ensure fair procurement policies.

9.0 Purchasing Procedures

Subject to the provisions of this by-law, the Town shall use the following procedures to purchase goods, services and/or supplies:

- a) Informal Quotations
- b) Formal Quotation
- c) Tendering
- d) Request for Proposals
- e) Negotiation and single source
- f) Emergency procurement

9.1 **Informal Quotations** are required to purchase goods, services and/or supplies with a total value not to exceed \$10,000 whereby the CAO Clerk, Department Head or designate is satisfied that such purchase represents "best value" to the Town considering requirements of this by-law and applicable Town policies, and without limiting the generality of this section suppliers have the capacity, skill, ability, past performance, accessibility, quality, service, availability, affordability, reliability, best practices, environmental benefit, proximity and similar as the case may be to supply such goods, services and/or supplies.

9.2 **Formal Quotations** are required for purchases of goods, services and/or supplies with an individual value exceeding \$10,000 up to a total of \$50,000 whereby the CAO Clerk, Department Head or designate applies the following process:

- (i) ensure sufficient budgeted funds are available;
- (ii) communicate equally to all potential bidders specifications, terms and conditions by which such goods or services shall be purchased so as to ensure fair and equitable access for bidders;
- (iii) solicit a minimum of three written, emailed, or faxed quotations which contain sufficient details and a final price plus harmonized sales tax if applicable;
- (iv) evaluate bids based on the best value to the Town which will be the lowest responsible bidder keeping in mind criteria set out in Section 9.1;
- (v) report to Council as needed to obtain direction regarding equal bids, bids exceeding budget or where any other clarification is required.
- (vi) award the bid in writing or email in accordance with the terms of this bylaw and other applicable policies and regulations including ensuring all WSIB, insurance, guarantees, warranties, service requirements, and other commitments and requirements are supplied;
- (vii) inspect, monitor, document, report, follow up as needed with all purchased goods, services and/or supplies prior to authorizing any payment. Copies of all quotations will be submitted with payment requests complete with any vendor invoices and packing slips duly authorized by the Department Head; and
- (viii) apply the purchase requisition process of the Town if applicable.

9.3 Tendering is required for purchases of goods, services and/or supplies where deliverables can be clearly identified and quantified and two or more sources are available to supply deliverables with an individual value exceeding \$50,000 whereby the CAO Clerk, Department Heads or designate applies the following process:

- (i) ensure sufficient budgeted funds are available and market conditions are such that bids are likely to be submitted on a competitive pricing basis;
- (ii) prepare a tender using the procedures and standard form attached to this bylaw as Schedule A wherever possible to ensure consistency and continuity ;
- (iii) give notice of the tender at least ten (10) calendar days preceding the closing date, unless otherwise directed by Council. Advertisement includes sending by email or fax directly to potential bidders as well as being placed in a local newspaper and/or a major construction trade publication as required by applicable municipal bylaws as well as on the Town website, or other such method at the discretion of the CAO Clerk or Department Head so as to afford fair and transparent access to qualified bidders;
- (iv) advise of the location for receiving and safekeeping of sealed tenders, and arrange for a tender opening attended by representatives of the Treasury Department, CAO Clerks Department, and the Department wishing to purchase goods, services and/or supplies as per procedures outline in Schedule _.
- (v) ensure purchasing notices issued by the Town communicate that information is available upon request to persons with disabilities as defined under Provincial legislation, and that upon request the Town will accommodate such persons during the bidding process to ensure persons with disabilities have equal opportunity to submit bids and participate in the process.
- (vi) at any public tender opening state the name of the bidder, the good or service being bid for, the amount shown on the bid, and confirming that bids will be reviewed and assessed as to completeness and accuracy and analysis made available to all bidders prior to award;
- (vii) review and analyze tenders to assess best value to the Town which will be the lowest responsible bidder keeping in mind “best value” criteria set out in Section 9.1 including environmental benefits and impacts;
- (viii) report to Council as needed to obtain direction regarding equal bids, bids exceeding budget or where any other clarification is required.
- (ix) communicate Council’s award of the tender in writing or email in accordance with the terms of this bylaw and other applicable policies and regulations including ensuring all WSIB, insurance, guarantees, warranties, service requirements, and other commitments and requirements are supplied;
- (x) maintain records of all submitted bids, evaluation material, and other information used to review and/or score bids;
- (xi) inspect, monitor, document, report, follow up as needed with all purchased goods, services and/or supplies prior to authorizing any payment. Copies of all quotations will be submitted with payment requests complete with any vendor invoices and packing slips duly authorized by the Department Head; and
- (xii) apply the purchase requisition process of the Town if and when approved.

9.4 Request for Proposals are required for purchases of goods, services and/or supplies where deliverables cannot be clearly identified and quantified and two or more sources are available to supply deliverables with an individual value exceeding \$50,000 whereby the CAO Clerk, Department Heads or designate applies the following process:

- (i) the same steps outlined in Section 9.2 (i) to (x) of this by-law that apply to tendering shall apply to requests for proposals.
- (ii) a request for proposals may be conducted using a two (2) envelope system whereby one (1) envelope contains the technical proposal and one (1) envelope

for the financial proposal; where the two (2) envelope system applies generally only the envelope containing the technical information is opened first to assess qualifications, skills and abilities of the bidder, and the second envelope containing the financial proposal is not opened unless the bidder technically qualifies under applicable criteria to be used for weighing and reviewing submissions as outlined below; and

- (iii) where possible and practical requests for proposals shall contain specific criteria to be used for weighing and reviewing submissions to assist bidders with formulating submissions and make decision making as transparent as possible;

9.5 Negotiation and single source purchasing may only occur in the case of values of \$10,000 or more in accordance with Section 8.0 of this by-law whereby the CAO Clerk, Department Heads or designate applies the following process:

- (i) a strong business case is made to extend a contract beyond its initial term, such as when additional work is required that pertains to a current or recently completed project;
- (ii) the project is a pilot with the understanding that, if successful, further work will be subject to a bid process;
- (iii) required supplies **must** be compatible with equipment presently being used;
- (iv) a contract is being renewed for an additional one year period and the exact same prices and terms will apply;
- (v) tenders or bids received fail to meet specifications or terms and conditions, and it is impractical to recall tenders or formal quotations; and
- (vi) A report is prepared to Council outlining reasons for negotiation and/or single source purchasing and Council has passed a resolution approving this means of procuring goods and service.

9.6 Emergency procurement may apply when an event occurs that is determined by the CAO Clerk or Department Head to be a threat to public health, the maintenance of essential Town services, the welfare of persons or of public property, the protection of the Town's physical assets, or the security of the Town's interests or financial liabilities arising from unexpected conditions, and the occurrence requires the immediate delivery of goods, services and/or supplies and time does not permit normal Purchasing activities to acquire such goods, services and/or supplies. In such cases the following shall apply:

- (i) The CAO Clerk or Department Head shall advise the Mayor or Deputy Mayor of the need to may make such purchases without the bidding/or tendering process, and is authorized to do so in the most expedient and economical means possible keeping in mind budget availability, and potential for cost recovery.
- (ii) Where such goods or services are purchased without the bidding/or tendering process the CAO Clerk, Department Head or designate shall create a record of all goods, services and/or supplies so acquired and provide a report to Council

10.0 Credit Card Purchases or Purchases on Account

The Mayor or staff members with corporate credit cards may purchase goods, services and/or supplies using their corporate credit card within the limits and requirements of the Town Corporate Credit Card Policy, the code of conduct, fiscal accountability and transparency policies, conflict of interest legislation, or any other similar rules or requirements in place to ensure fair and transparent procurement as well as the following requirements:

- (i) purchases must represent best value" to the Town and are keeping with the general principals of this by-law;
- (ii) purchases not subject to the exclusions in this by-law are primarily acquired from local suppliers for incidental goods, services and/or supplies needed for general

- maintenance, on-going operations or other such similar reasons within expenditures allowed by the current year budget; and
- (iii) small capital or material purchases for which tenders or quotations would not be of benefit given a number of potential suppliers would provide similar materials at comparable prices.

10.1 Purchases by invoice or on account generally through local suppliers shall adhere to the requirements outlined in Section 10.0 (i) to (iii)

11.0 Bid Review Committee

Where timing of Council meetings is such that a tender or request for proposal cannot be awarded by resolution of Council, a bid review Committee may be formed consisting of the following members appointed by Council:

- (a) the C.A.O. Clerk or Department Head responsible for the area for which the proposal or tender was established;
- (b) the Mayor or Chair of the Committee responsible for the area for which the proposal or tender was established;
- (c) a representative of the consulting engineering firm or other such advisor that assisted with preparation of the tender or proposal where applicable
- (d) the Treasurer or designate;
- (e) any other person appointed by resolution of Council that would be of assistance in reviewing and awarding a bid

11.1 The Bid Review Committee shall consider all the same matters as would apply to Council and staff outlined in this by-law when awarding any contract and without limiting the generality of the foregoing shall ensure that such purchase represents “best value” to the Town and suppliers have the capacity, skill, ability, past performance, accessibility, quality, service, availability, affordability, reliability, best practices, environmental benefit, proximity and similar as the case may be to supply such goods, services and/or supplies

11.2 If a bid contains an informality or irregularity, or if there is a challenge to the call for bids process, the Bid Review Committee shall not make the decision and the matter must be determined by decision of Council who may, at the call of the Mayor, arrange a special meeting pursuant to the Procedural By-law in order to facilitate a timely decision.

11.3 If the Bid Review Committee does not agree unanimously on awarding a bid, the Bid Review Committee shall not make the decision and the matter must be determined by decision of Council who may, at the call of the Mayor, arrange a special meeting pursuant to the Procedural By-law in order to facilitate a timely decision.

11.4 Where a Bid Review Committee is established and a contract is awarded a report shall be submitted to Council to advise of the award of the contract.

12.0 Negotiation

Notwithstanding that Negotiation may be a component of another procurement process, Negotiations may be used for the Purchaser of Good and/or Services when any of the following criteria apply:

- (a) the required goods and or services are in short supply;
- (b) competition is precluded due to the existence of any patent right, copyright, technical secret or control of raw material;
- (c) a sole source is being recommended;

- (d) two (2) or more identical bids are received under any process under this by-law;
- (e) the lowest compliant bid received under any process under this by-law exceeds the budgeted amount;
- (f) the extension of an existing contract with the Town would be cost effective and keeping with the intent of this by-law and other policies and procedures of the Town;
- (g) a call for proposal, tender or any other bid process is cancelled without an award; or
- (h) Council authorizes negotiation in the process of considering any award;

13.0 Authority of Chief Administrative Officer Suspension of Council Meetings or “Lame Duck” Period

Despite any other provision of this bylaw, during any period that regular Council meetings are suspended either during the summer recess or for any other reason, or during the period that the acts of Council are restricted under Section 275 of the *Municipal Act, 2001* the Chief Administrative Officer shall be authorized to award any contract.

13.1 The process and requirements outlined in Sections 9.1 through to 9.4 shall apply to any contract awarded under Section 13.0.

14.0 Specification Development

Where the Town requires a vendor(s) or potential vendor(s) to expend time, money or effort on design or developing specifications for a bid or otherwise to help define a requirement beyond the normal level of service expected from vendors, a fee shall be paid for an amount agreed upon between the parties keeping in mind limits established in this by-law.

14.1 Where such services are provided under Section 13.0, the detailed specifications shall become the property of the Town and can be used in obtaining competitive bids.

14.2 A vendor who has assisted in developing specifications and has been paid for services pursuant to Section 13.1 shall be entitled to bid on the goods or services prescribed by the specifications in accordance with this by-law.

15.0 Refusal of Responses

The Town of Minto reserves the right not to accept a bid from any person or corporation which includes any non-arms length corporation who, or which, has a claim or has instituted a legal proceeding against the Town of Minto, or against whom the Town a claim or instituted a legal proceeding with respect to any previous contacts, bid submissions or business transactions who is listed as either the proposed general contractor or sub-contractor or vendor within the submitted Responses. The Town will also disqualify any supplier or bidder who is convicted of a criminal offence attempting to obtain a contract or subcontract or who is in breach of contract or is unwilling to perform a contract in accordance with the terms and conditions of the contract. Any potential supplier with an unsatisfactory record of performance will be disqualified. The offer of gratuities to any councillor, official or employee of the Town is grounds for disqualification.

16.0 Financial Securities and Insurance

The Town may require, at its sole discretion, that a bid be accompanied by a bid deposit or other similar security to guarantee that the successful supplier enters into a contract with the Town.

16.1 In addition to the security referred to in Section 16.0 a successful supplier may be required to supply

- (a) a performance bond to guarantee performance of the contract;
- (b) a labour and materials bond to guarantee payment for labour and materials to be supplied in connection with a contract; and
- (c) any such security as the Town may require and has been specified in the bid requirements for the goods or services to be acquired.

16.2 Prior to commencing any work awarded under this by-law the supplier shall provide to the Town proof of insurance as specified in the bid requirements for the goods and or services to be acquired.

16.3 Prior to commencing any work awarded under this by-law the supplier shall provide to the Town a Certificate of Clearance from the Workplace Safety and Insurance Board as specified in the bid requirements for the goods and or services to be acquired.

16.4 Failure to comply with the terms of a bid including but not limited to provision of insurance, performance bond, labour or material bond, or certificate of clearance under Section 16.0 through 16.3 shall be just cause for cancellation of the award.

17.0 Division of Contracts Prohibited

Contracts shall not be divided in order to avoid the requirements of the Formal/Informal Quotation, Tender or Proposal procedures.

18.0 Authority to Execute Contracts

Subject to statutory requirements and where all the requirements of this by-law have been met, the Mayor and Clerk are authorized to execute contracts and any ancillary documents that have been prepared in a form satisfactory to Council, except where otherwise excepted in the by-law and the schedules thereto.

19.0 Lobbying

No person involved in any segment of the purchasing process shall engage in any form of political or other lobbying to seek to influence the outcome of any bid process under this by-law, including but not limited to suppliers contacting elected officials, consultants or any employee of the Town to attempt to seek information in order to influence an award, or any person associated with the Town, political or staff, unduly attempting to direct an award to any supplier for any reason other than those outlined in the bid as provided for under this by-law.

20.0 Access to Information

Disclosure of information received under any bid process provided by the by-law shall be made by the responsible officials in accordance with the Municipal Freedom of Information and Protection of Privacy Act R.S.O 1990, c. M 56 as amended or other relevant privacy legislation that may be enacted and in effect from time to time.

20.1 All suppliers contracted by the Town shall also adhere to the standards outlined in Section 20.0 as well as any such legislation that may specifically apply to private corporations as the case may be, and when conducting work on behalf of the Town shall disclose information as if were an agent of the Town as it relates to confidential information, disclosure of personal health or other confidential information including records that a supplier may come in contact with during the course of completing their contract with the Town.

21.0 Severability

If any Section or Sections of this by-law or parts thereof are found by a court or other body of competent jurisdiction to be invalid or beyond the authority of Council only those sections identified shall be deemed invalid and separate from the remainder of the by-law and all other such remaining sections shall remain in full force and effect.

22.0 Repeal and Effective Date

This by-law shall be effective on final passing thereof and shall repeal all predecessor by-laws and amendments except however that any purchasing processes underway prior to passage of this by-law shall be concluded in accordance with the applicable predecessor by-law.

Read a first, second and third time and finally passed this day of July 2017.

Mayor George Bridge

C.A.O. Clerk Bill White

Schedule "A"
Procedures and Standard Form of Document

Title Page



REQUEST FOR <Quotation, Proposal, Tender>
Town File Number <Department, Year, Number ie. PW2017-01

Title

<list one line title for quotation, proposal or tender>

The Town of Minto is requesting <quotation, proposal, tender> for the following work:
<describe in one paragraph or less the nature of the work>

Proposals must be received by <insert time _:00 a.m/p.m; insert date mm/dd/year>

In a sealed package marked

<Town File Number and one line title from above>

Delivered to:

<Primary Town Contact and Department>

5941 Highway 89

Harriston ON N0G 1Z0

There will <or will not> be public opening for this Request for <quotation, proposal, tender>. Any award of the <quotation, proposal, tender> is subject to approval of the Town of Minto Council.

If <quotation, proposal, tender> arrive after the above deadline, the Town reserves the right, entirely at its discretion, to give or not give such Proposals consideration.

Should a contract result from this <quotation, proposal, tender> the name(s) of the successful Proponent(s) will be available to anyone upon request. The staff report to Council, if applicable, may bear the name of the bidders for the project and their respective bid amount. Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

This document consists of a Title Page (page 1), Form of <quotation, proposal, tender> (page 2), Bid Document (page 6), and Bid Submission (Page 10). Bidders must review all four sections and confirm by initialing all pages that they have read and understand the contents. Please make sure all relevant forms and documents are signed and completed to ensure your bid is complete.

Form of <Quotation, Proposal, Tender>

a) Definitions

The following definitions shall apply throughout the Quotation:

“Agreement” refers to the agreement between the Town of Minto and a bidder.

“Award” refers to the selection by the Town of Minto a successful <quotation, proposal, tender> for the provision of the goods, services and/or supplies under this process.

“Bidder” refers to any person or corporation participating in this <quotation, proposal, tender>.

“Town” refers to Corporation of the Town of Minto.

b) Qualification

The bidder has carefully examined the provisions, plans, specifications and conditions attached to this <quotation, proposal, tender> and has carefully examined the site and/or locations of the goods, services and supplies to be provided, where applicable, and the bidder understands and accepts the said provisions, plans, specifications and conditions, and for the prices set forth in this <quotation, proposal, tender>, hereby offers to furnish all expertise, equipment, machinery, tools, apparatus, personnel, and other means of construction or production, needed to furnish all the goods, services and/or supplies, except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this <quotation, proposal, tender>.

c) Instruction

All pages of this document shall be returned with the <quotation, proposal, tender> submission, and all pages of this document shall be initialed and completed in full by the bidder in the space provided, and included in a sealed envelope, or in the envelope supplied if applicable.

d) Warranty

I/We the Bidder (s) hereby certify that I/we will provide the goods, services and/or supplies as outlined in this <quotation, proposal, tender> A, and to diligently perform in accordance with the terms of this bid, upon award by the Town, without undue delay.

(Name of Firm or Individual – Bidder): _____

Address: _____

Phone: _____ Fax: _____ Email: _____

I have authority to bind the company.

(Name of Signatory)

(Signature)

e) Process for Receipt and Opening of <Quotation, Proposal, Tender>

- i. The Form of tender and other documents that make up the bid shall be placed in a sealed envelope, along with any bid deposit or security outlined in the <quotation, proposal, tender> and delivered to the Town office where the sealed envelope will be date stamped and a list compiled of sealed bids received for the provision of goods, services and/or supplies.
- ii. On the Closing Date sealed bids received and marked will be opened and the names of the bidders will be recorded by the Opening Committee at the Town of Minto Municipal Office. In some cases the gross bid amount may be read, except however such amount shall not be the final bid amount until such time as the bids have been reviewed and checked for accuracy and confirmed by the Town, at its sole discretion, as accurate.

- iii. The Opening Committee will consist of the C.A.O. Clerk or Department Head responsible for the area of work requiring the goods, services and/or supplies, and staff from the Treasury Department and Clerk's Department, or designate. Unless specified otherwise, opening of the <quotation, proposal, tender> shall be public so that bidders recorded at the Town office may observe the opening. Following public opening, bids will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.
- iv. Unless specified otherwise the Town will not accept a response to this <quotation, proposal, tender> by facsimile or other electronic means.
- v. All bids must be clear and readable. Erasures, overwriting or strike-outs shall be initialed by the person signing the bid.
- vi. Late bids will be returned unopened.

f) Privilege Clause

The Town reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted. Without limiting the generality of the statement immediately above, the Town shall not be required to award or accept a bid, or may recall the <quotation, proposal, tender> at a later date:

- i. When only one bid has been received;
- ii. Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods, services and/or supplies;
- iii. When all bids received fail to comply with the specifications of the <quotation, proposal, tender> terms and conditions;
- iv. Where a change in the scope of work or specifications is required.

Further the Town reserves the right to accept any portion of a bid. Award of the successful bid shall be subject to approval by the Council of the Town of Minto.

g) Communications

Any communications regarding this Quotation must be addressed to the Primary Town Contact listed on the Title Page of this document.

h) Withdrawal or Revision of Bids

A bidders may withdraw or revise all or part of a bid at any time up to the Closing Date and Closing Time by submitting a letter requesting removal of the previously submitted bid to the C.A.O. Clerk or Department Head responsible for the <quotation, proposal, tender> who will exchange the original sealed bid with the replacement sealed bid which will be marked and identified in accordance with part e) above. Requests made by telephone or fax will not be considered. The previously submitted bid will be returned unopened to the bidder.

i) Alterations or Variations

No alterations or variations of the <quotation, proposal, tender> shall be valid or binding upon the Town of Minto unless authorized in writing or other means specified in the bid documents.

j) Accuracy of Bid Document and Related Material

The Town has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this document, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Town will not be bound by, or be responsible for, any explanation or interpretation of the bid documents other than those prepared in writing. In no event shall bidders rely on any oral statement by the Town or its agent, advisors or

Consultants. All the information contained in this document, or from a separate written request or transmission from the Town is subject to the provisions of this section.

k) Oral Explanation or Interpretation

No oral explanation or interpretation by the Town shall modify any of the requirements or provisions of the bid document.

l) Due Diligence

Bidders are solely responsible for conducting their own independent research, due diligence, and any other work or investigations, and for seeking any other advice necessary for the preparation of their submission. It is the bidder`s responsibility to clarify with the Town any questions with respect to the bid documents in accordance with the procedure set out in herein before submitting a bid.

m) Addendum

By the issuance of a cancellation or addendum, the Town may cancel the <quotation, proposal, tender>, revise, delete, add to or substitute any part of the bid document, extend the Closing Date; or provide an explanation or interpretation.

n) Quotation Costs

The Town is not responsible for any costs incurred by a bidder to prepare and submit a bid.

o) Claims or Litigation

The Town reserves the right not to accept a bid from or make an Award to any bidder, which includes all non-arms-length corporations, which has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contracts, quotations or business transactions.

p) Freedom of Information

The information collected will be used solely for the purpose stated herein. Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

q) Non-Lobby

If any employee, agent or other representative of any bidder makes any representation or solicitation to any elected representative of the Town, committee or staff member or any other officer, employee or agent of the Town, the media, or consultants to the Town, with the exception of the contact listed under any communications above, whether before or after the submission of the bid, the Town will be entitled to reject the bid. The requirement does not extend to any public deputation that may be made to Council or any Town committee.

s) Town of Minto Purchasing or Procurement By-Law

This Quotation is subject to the Town of Minto`s Procurement By-Law in affect at the time of the call goods, services and/or supplies.

Bid Document

1. BACKGROUND

<one page or less description of the reason for the <quotation, proposal, tender >

2. SUBMISSIONS

Proposals submitted in envelopes clearly marked as to contents, will be received at the
Town of Minto Administration Office

5941 Highway 89

Harriston, ON N0G 1Z0, until __:__ a.m./p.m., local time on: day/month/date/year

3. SCOPE OF WORK

<one page or less description of the scope of work subject of the <quotation, proposal, tender >

4. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

Submissions by bidders become records of the municipality and subject to the provisions of the
Municipal Freedom of Information and Protection of Privacy Act.

5. QUALIFICATIONS

No bidder shall submit under this <quotation, proposal, tender > unless they have the skills, ability
and qualifications to provide the goods, services and/or supplies in accordance with applicable
federal or provincial law, and shall demonstrate such skills, abilities or qualifications explicitly in the
<quotation, proposal, tender > if required to do so in the bid documents, or prior to the award if
requested to do so by Town representatives at their sole discretion.

6. COMPLETION DATE AND PENALTIES

The completion date for the provision of all goods, services and/or supplies required under this
<quotation, proposal, tender> shall be __:__ a.m./p.m., local time on: day/month/date/year

Failure to provide goods, services and/or supplies under this <quotation, proposal, tender> shall
result in the following penalties, if applicable:

<identify added cost to bidder, if any, for each day, week, month beyond the completion date that
will apply>

7. AGREEMENT

Prior to proceeding with the work required by this proposal, the successful firm shall be required to
enter into an agreement with the Town to stipulate mutually agreeable terms for providing the
goods, services and/or supplies under this <quotation, proposal, tender>.

8. FUNDING AND APPROVAL

All bidders agree that award of any goods, services and/or supplies under this <quotation,
proposal, tender> is subject to final approval by Council the Town of Minto.

9. EVALUATION

Bids submitted for goods, services and/or supplies under this <quotation, proposal, tender> shall
be reviewed using the following general criteria:

1. The Town is satisfied that such purchase represents “best value” to the Town considering
requirements of its purchasing by-law and applicable policies.
2. Bidders or suppliers have the capacity, skill, ability, past performance, accessibility, quality,
service, availability, affordability, reliability, best practices, environmental benefit, proximity and
similar as the case may be to supply such goods, services and/or supplies.

Without limiting the generality of the foregoing the specific criteria used to assess this <quotation,
proposal, tender> shall be:

<list specific criteria and applicable percentage or weighting that may apply particularly applicable
when procuring by proposal for consulting services; typically percentages and weighting would be
approved by Council or the C.A.O. Clerk where applicable>

10. APPLICABLE LAW

This <quotation, proposal, tender> and any award that may develop as a result call shall be governed by and construed in accordance with the laws of the Province of Ontario.

11. COUNCIL APPROVAL

The awarding of a contract to a successful bidder is subject to approval by the Town of Minto Council. Minto reserves the right to cancel the award of <quotation, proposal, tender> should Council approval not be received.

12. NO TOWN OBLIGATION TO AWARD

Publication of this <quotation, proposal, tender> and the resultant receipt of any submission do not imply a reciprocal obligation on the part of the Town to award a contract to provide goods, services and/or supplies to any bidder. The Town may at its sole discretion award <quotation, proposal, tender> or split the award where such actions would be in the best interest of the municipality keeping in mind the criteria in outlined in Part 9 Evaluation.

The Town of Minto reserves the right to cancel this <quotation, proposal, tender> for any reason without any liability to any proponent, or to waive irregularities at their own discretion. <Quotations, proposals, tenders> shall be irrevocable until the Town of Minto awards a contract, or cancels this <quotation, proposal, tender>, whichever first occurs.

The Town of Minto reserves the right to reject any or all <quotation, proposal, tender>, to negotiate with any firm submitting a <quotation, proposal, tender> and to accept the <quotation, proposal, tender> deemed most favourable in the interests of the Town of Minto.

The lowest or any <quotation, proposal, tender> may not necessarily be accepted. The Town of Minto or its agents do not accept any responsibility for costs or expenses incurred by the Proponent in preparing the Proposal.

13. WSIB/INSURANCE

In response to any requirement in any <quotation, proposal, tender>, or upon request, bidders shall provide to the Town proof of WSIB certificate of clearance, and a copy of their insurance policy prior to the award of the <quotation, proposal, tender>.

14. INSURANCE

Prior to award of any <quotation, proposal, tender>, or upon request, bidders shall, at their expense provide certificate(s) of insurance satisfactory to the Town of Minto, as set forth below. In the event that the certificate(s) of insurance is/are not satisfactory, the Town of Minto may require the successful bidder to provide a certified copy of the policy. The certificate(s) in the amounts listed below are to be provided:

- a) \$5 million – commercial general liability

Such policy shall contain:

- a) A “Cross Liability” clause or endorsement.
- b) An endorsement certifying that the Town of Minto is added as an additional insured.
- c) An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Town of Minto.

15. HEALTH AND SAFETY

The Town of Minto is serious in its application of Health and Safety protocols. Bidders are expected to adhere to all legislated and regulated health and safety regulations. Failure to adhere to these practices may result in termination of any contract without financial penalty to the Town. Bidders shall provide to the Town a copy of their Health and Safety policy upon request, or a written statement that they have a Workplace Health and Safety policy in effect.

16. ENVIRONMENT AND ENERGY EFFICIENCY

When procuring goods, services and/or supplies, the Town of Minto supports methods that protect the environment and use energy in an efficient and affordable manner. The Town supports innovation and initiative that promotes energy efficiency and improving the quality of the natural environment keeping in mind issues of affordability, maintenance and operating costs.

17. PAYMENT

The Town of Minto agrees to pay for such goods, services and/or supplies provided for in this bid, once awarded, in accordance with the terms of this bid document and/or the agreement signed upon approval by Town of Minto COuncil

18 INDEMNITY

The successful bidder shall indemnify and hold the Town harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

16. INQUIRIES

For further information regarding this <quotation, proposal, tender> contact:

Identify C.A.O. Clerk, Department Head or other staff designated to answer questions

By appointment at the Town office during normal business hours at

5941 Highway 89

Harriston, ON N0G 1Z0, or

Phone: 519-338-2511 ext. ____; Fax 519-338-2005 or email at _____@town.minto.on.ca

Bid Submission

Contractor Information

CONTRACTOR: _____

ADDRESS: _____

HST #: _____

DATE: _____

SIGNATURE: _____

NAME & TITLE: _____

WSIB NUMBER _____ INSURANCE POLICY # _____

REFERENCES

List 2 references for which you have completed prior work.

We, the undersigned, declare that we have carefully examined the General Instructions and the Scope of Work. We declare that if this bid is accepted within 10 days of the date of the <quotation, proposal, tender>, we will execute a contract to provide all the material and perform all the work described in those documents within the project completion schedule for the sum of:

_____ (\$_____) Canadian Dollars, including all applicable taxes and charges, excluding HST.

Signature

Signature

1.