

OFFICE CONSOLIDATION

This is a consolidation of the Town's by-law with respect to Purchasing being By-law Number 2013-107 as amended by By-law number 2015-103 and 2016-093 prepared for reference and information purposes only. The following consolidation is an electronic reproduction made available for information only. It is not an official version of the by-law. Official versions of all by-laws can be obtained from the Town Clerk by calling (905) 584-2272. If there are any discrepancies between this consolidation and By-laws 2013-107, 2015-103 and 2016-093 shall prevail.

THE CORPORATION OF THE TOWN OF CALEDON

BY-LAW NO. BL-2013-107

A by-law to enact a Purchasing By-law and repeal
By-law 2009-151 and any amendments thereto.

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c. 25 provides that a municipality shall adopt a by-law for its procurement of Goods and Services; and

WHEREAS to achieve the objective of the procurement function it is desirable to use methods and processes which enable suppliers to compete for the opportunity to sell to the Town, and to encourage competition, openness and transparency, fairness, objectivity, accountability, efficiency and effectiveness; and

WHEREAS integrity is required in procurements to maintain the public's trust and reduce the Town's exposure to legal risk, achieved through the requirement of complying with all applicable laws; and

NOW THEREFORE the Council of The Corporation of the Town of Caledon ENACTS AS FOLLOWS:

DEFINITIONS

In this by-law,

"Agent" means the Manager of Purchasing and Risk Management for the Town, his/her successor or designate.

"Agreement" or "Contract" means a formal written legal agreement or contract for the supply of Goods, Services, equipment or construction as set out in the purchasing procedures.

"Award" means the selection of the Bidder or Proponent and the Bidder's or Proponent's Goods and/or Services, as accepted by the Town. The Award of a contract may be made by way of a Written Acceptance, a Purchase Order, a Purchase Agreement, or a Formal Agreement.

"Barter Transaction" means the involvement of two parties, with one party providing a Good, Service or asset other than cash to the other in return for a Good, Service or asset other than cash.

"Best Value" means the optimal value balance of efficiency, performance and cost having regard to the Town's objectives in respect of the acquisition timing, quality and quantity as well as the procurement process and evaluation criteria for the acquisition.

"Bid" means an offer or submission from a Bidder received in response to a Bid

Request.

"Bid Irregularity" means a deviation from the requirements of a Bid Request and the information provided in a Bid response.

"Bid Request" or "Bid Solicitation" means a solicitation from the Town to external suppliers to submit a quotation, tender, Proposal, or best and final offer.

"Bidder" means any legal entity submitting a Bid.

"Buyer" means a buyer in the Purchasing & Risk Management Division assigned responsibility for a particular acquisition.

"Chief Administrative Officer" (C.A.O.) means the official or designate, appointed by Council, to oversee the administrative management of The Corporation of the Town of Caledon.

"Chief Financial Officer" (C.F.O.) means the official or designate, appointed by Council.

"Chief Librarian" means the official appointed as the Chief Executive Officer by the Town's Public Library Caledon Library Board or his or her appointed designate.

"Commitment" means a contract to acquire, or potentially acquire, Goods and/or Services.

"Conflict of Interest" refers to a situation in which private interests or personal considerations may affect an employee's, Councillor's or judgment in acting in the best interests of the Town. It includes but is not limited to using and employee's position, confidential information or corporate time, material, or facilities for private gain or advancement or the expectation of private gain or advancement. A conflict may occur when an interest benefits any member of the employee's family, friends or business associates.

"Co-operative Purchasing" means a procurement process conducted jointly by the Town and one or more public bodies.

"Council" means the Council of The Corporation of the Town of Caledon.

"Department" means an organizational unit of the Town headed by a Director.

"Direct Acquisition" means a non-competitive purchasing method and refers to the direct order and purchase of Goods and Services from one or more than one Vendor having a value of \$10,000.00 (ten thousand dollars) or less.

"Direct Negotiations" means a procurement method whereby the usual competitive process is suspended and negotiations are entered into with one or more than one suppliers of Goods or Services.

"Director" means the CAO, Chief Librarian or head of a specific department of the Corporation, or his or her designate.

"Division" or "Divisional" means a division within a Department.

"Emergency" means a situation where it has been determined that a threat to public health, life, property or the environment exists such that the immediate acquisition of Goods and/or Services is essential to prevent serious delays, damage to persons or property, to restore or maintain essential Town services.

"Formal Acquisition" means an acquisition of Goods and/or Services having a value of more than \$50,000.00 (Fifty Thousand Dollars).

"Goods" means goods of all kinds, including both tangible and intangible goods, and shall include supplies, materials, equipment, structures and fixtures to be

delivered, installed and/or constructed.

"Informal Acquisition" means an acquisition of Goods and/or Services having a value of between \$10,000.01 (Ten Thousand Dollars and One Cent) and \$50,000.00 (Fifty Thousand Dollars).

"Manager" means a division manager within a Department who has been delegated with cost centre approval by the Director.

"Proponent" means any legal entity submitting a Proposal.

"Proposal" means a submission from a Proponent received in response to a Bid Request.

"Public Body" means any local Caledon Library Board, commission, non-profit corporation or municipal or government entity.

"Publicly Advertised Bid Process" means the advertising by the Town of Bid Requests in print publications widely available to the public or on the internet.

"Request for Best and Final Offer" means a multi-stage procurement process that contemplates a final stage whereby the short-listed Bidders or Proponents may submit a best and final offer for the Town's evaluation and final selection.

"Request for Expression of Interest" means a request which will be used to determine the interest of the market place to provide Goods and/or Services which the Town is contemplating purchasing.

"Request for Information" means a request which will be used as a general market research tool to determine what Goods and/or Services are available which will meet business or operational requirements and acquisition strategies and/or to estimate project costs for the purpose of developing a Bid Request.

"Request for Pre-Qualification" means a request with specific qualification criteria which will be used to identify and pre select Bidders, where the experience and qualifications of the Bidders must be clearly established and verified prior to bidding.

"Request for Proposal" means a request which will be used to obtain a Proposal submission for Goods and/or Services in cases where the Town can specify the performance requirements but the Proponents must determine the optimal approach and the quantity and quality of their Goods or Services based on their particular attributes.

"Request for Quotation" means a request which will be used to obtain a Bid(s) in cases where the Town has determined the quantity and quality of the Goods and/or Services for Direct or Informal Acquisitions or Single or Sole Source Acquisitions of any value.

"Request for Tender" means a request which will be used to obtain irrevocable bids for Goods and/or Services for Formal Acquisitions in cases where the Town has determined the quantity and quality of the Goods and/or Services.

"Responsive" means a contractor, business entity or individual who has submitted a Bid or Request for Proposal that fully conforms in all material respects to the Bid Solicitation and all of its requirements, including form and substance.

"Services" means services of all kinds, including labour, construction, maintenance and professional and consulting services.

"Single Source" is a procurement decision whereby purchases are directed to one source of supply, even though other competitive sources may be available, or are capable of providing the Goods or Services within the necessary time frame.

“Sole Source” is a procurement decision whereby purchases are directed to one source of supply as no other source is qualified or capable of providing the Goods or Services.

“Town” means The Corporation of the Town of Caledon.

"Town Standard" or "Standardization" means specific Goods approved by Council that best fill a long-term Town-wide need or requirement.

"Vendor" means a legal entity with whom the Town has entered into a commitment.

GOALS

2. The goals of this by-law are to:
 - (1) encourage an open and competitive bidding process for the acquisition of Goods and Services;
 - (2) provide objective and equitable treatment of all suppliers;
 - (3) ensure accountability and transparency while protecting the financial interests of the Town and obtaining the best value when procuring Goods and Services;
 - (4) protect the integrity of the Town, the public and participants;
 - (5) acquire Goods and Services which will conserve energy and help to preserve and protect the environment; and
 - (6) ensure that the acquisition of Goods and Services are conducted in a manner which promotes and incorporates the requirements of the *Ontarians with Disabilities Act, 2001*, S.O. 2001, c. 32, the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.

ETHICS IN PURCHASING

3.
 - (1) The Town shall comply with the codes of purchasing ethics established by the Ontario Public Buyers Association (OPBA) in respect of all acquisition processes.
 - (2) The Town will endeavor to achieve the best value in its commercial transactions through fair, open competition for all suppliers, regardless of their location, and all suppliers will be permitted to compete solely on the basis of their ability to provide best value, when and where the Town is required to disburse public funds.

RESPONSIBILITY OF PARTIES

4. All Parties
 - (1) Every person shall acquire Goods or Services in accordance with the provisions of this by-law and as set out in the Schedules attached unless otherwise approved by Council.
 - (2) No person shall execute a contract or other document in connection with a solicitation of Goods and Services if the execution of such contract or other document exceeds their authority. Every person is responsible for determining whether or not they have sufficient authority to execute documents on behalf of the Town.

5. The Agent

- (1) The Agent shall have the authority and be responsible, either directly or through permitted delegation to Purchasing & Risk Management staff for:
 - (a) providing leadership, quality customer service and best overall value to the taxpayers of the Town through the provision of an open, fair, equitable, accessible and competitive procurement process;
 - (b) providing timely, efficient service delivery while developing and maintaining good client relations through consultation and cooperation, to both internal and external partnerships;
 - (c) promoting standardization, education and the sharing of knowledge of products and market conditions while seeking innovative solutions;
 - (d) maintaining the appropriate level of delegated authority;
 - (e) developing, implementing and maintaining administrative procedures and standard form documents to assist in the delivery of purchasing processes set out in this by-law;
 - (f) monitoring adherence to the provisions of this by-law and the procedures adopted for its use; and
 - (g) being independent of the management structure or other political influences and for being without conflict with any administrative processes in fulfilling his or her role in enforcing compliance with this by-law.
- (2) The Agent may draft written procedures from time to time consistent with the requirements of this by-law to reflect best purchasing and acquisition practices.
- (3) The Agent will prepare and present to Council a report summarizing all Formal Acquisitions, Single Source, Sole Source and Co-operative Awards twice annually.

6. CFO and CAO

- (1) Notwithstanding the provisions of this by-law, the CFO and CAO have the authority to require that certain Acquisitions receive Council approval, and may provide additional restrictions concerning procurements where such action is considered necessary and in the best interests of the Town.

[By-law 2015-103 effective Dec 8/15]

7. Caledon Library Board

- (1) The Caledon Library Board has approved this by-law in its entirety and will adopt this by-law as its own. All library employees and Caledon Library Board Trustees shall comply with the provisions of this by-law. This will allow the Caledon Library Board to maximize its effectiveness and to collaborate in achieving common goals. While it is acknowledged that the Caledon Library Board is an independent body and is responsible for directing the disbursement of library funds, it is advantageous for the Caledon Library Board to adopt this by-law and streamline business processes with the Town.
- (2) The Chief Librarian will be accountable for all Acquisitions and training of library staff, and for compliance with this by-law. Caledon Library Board Members will be kept regularly informed by the Chief Librarian on all procurement matters. The Agent will be consulted on all non-routine procurements.

- (3) The Chief Librarian is authorized to order library collection materials for the Caledon Library Board. Material may consist of books, DVDs, audio tapes, videos and other media deemed suitable as part of the library collection.
- (4) In acquiring Goods and Services the Chief Librarian shall:
 - (a) make purchases within approved budgets;
 - (b) seek approval from the Caledon Library Board for purchases over \$50,000.00 (Fifty Thousand Dollars) prior to initiating any Acquisition; and
 - (c) prepare and present to the Caledon Library Board a report summarizing all purchases between \$10,000 and \$50,000 twice annually.
- (5) The Caledon Library Board may participate with other governments, public agencies, or public authorities in co-operative ventures or contracts where the best interest of the Library would be served. The Agent must approve all co-operative purchases prior to commencing any acquisition process.

7. Directors and Chief Librarian

- (1) Directors and the Chief Librarian:
 - (a) are responsible for providing the delegation of authority to designated employees under this by-law and for providing such authority in writing;
 - (b) are responsible for the budgeting and planning processes in acquiring particular Goods and Services;
 - (c) shall consider short and long-term requirements with respect to quantities and timelines, or total project cost considering the life span of the program;
 - (d) shall consider and account for cost of ongoing maintenance, support and licensing requirements, etc.; and
 - (e) shall monitor for compliance and best practices and be accountable for all purchasing activities within their department(s) while following the purchasing goals and objectives of this by-law.

8. Contract Managers

- (1) Contract Managers shall be responsible for:
 - (a) preparing specifications, quantity requirements and scope of work for Acquisitions;
 - (b) encouraging full, open and fair competition;
 - (c) ensuring that Goods and Services and the Vendors conform with contract terms, conditions and specifications throughout the term of a contract; and
 - (d) managing the contract up to completion of the performance of all contractual obligations of the Vendor and the Town, including payment and obtaining necessary approvals for such actions as early termination or contract amendments.

9. Staff

- (1) Staff with delegated authority to make purchases acknowledges that their actions constitute a commitment by the Town to honour the purchase of Goods and Services from Vendors, for which the employee is to be held accountable.
- (2) Where the Agent has developed procurement procedures, staff shall follow such procedures.

ACQUISITIONS

10. Funding and Commitments

- (1) No Commitment shall be entered into in respect of an Acquisition unless:
 - (a) funding for the Acquisition has been authorized by Council in the acquiring Department's or Caledon Library Board's operating or capital budget;
 - (b) special funding for the Acquisition has been approved by Council; or
 - (c) the Commitment is made conditional upon funding approval by Council.

11. Division of Procurement

The procurement of Goods and Services shall not be separated or divided into multiple purchases where the purpose of such separation or division is to circumvent the requirements of this by-law. Related procurements shall be combined wherever possible with a view to obtaining the lowest overall cost to the taxpayer.

12. Emergency Acquisitions

- (1) Notwithstanding the provisions of this by-law, in an Emergency, the Director may authorize values up to and including \$50,000.00 (Fifty Thousand Dollars) and the CAO may authorize purchases in excess of \$50,000.00 (Fifty Thousand Dollars) without regard to the requirements of a Bid Solicitation.
- (2) A written report detailing the circumstances of the Emergency Acquisition must be provided to the Agent within three (3) months of Award.
- (3) Should the value be in excess of \$50,000.00 (Fifty Thousand Dollars), the CAO must provide a report to Council, within three (3) months of Award, explaining the circumstances leading up to the Emergency Acquisition.

13. Planning for an Acquisition

- (1) The acquiring Department shall, prior to initiating any acquisition process for Goods or Services:
 - (a) ensure that the Goods and Services are legitimately required for Town purposes;
 - (b) consider short and long-term requirements with respect to quantities and time lines, or total project cost considering the life span of the program;
 - (c) consider the cost of ongoing maintenance, support, and licensing etc. requirements;

- (d) consider “green” alternatives including sustainable purchasing options or features and consult with Energy and Environment Manager prior to an Acquisition;
 - (e) consult with staff responsible for accessibility to ensure purchases meet accessibility legislation;
 - (f) confirm availability of funding;
 - (g) allow sufficient time to complete the Acquisition process; and
 - (h) where Goods or Services of the same kind or type are required in connection with one project, ensure that all of those Goods or Services are included in determining the estimated value of the Acquisition, for all contemplated phases of the project.
- (2) The Agent may require that the Department report to Council prior to undertaking an Acquisition process or an Award, based on an evaluation of potential risk to and/or opportunity for the Town.

14. Sole Source Acquisitions

- (1) This section applies to Informal Acquisitions and Formal Acquisitions only.
- (2) The Agent must be consulted for all Sole Source Acquisitions prior to any discussions or negotiations with any potential supplier. The Agent, CFO and Treasurer have the authority to approve all Sole Source Acquisitions.
- (3) Sole Source Goods and Services are only available from one supplier by reason of:
 - (a) a statutory or market based monopoly;
 - (b) scarcity of supply in the market;
 - (c) the existence of exclusive rights such as patent, copyright or licence; or
 - (d) the complete item, service, or system is unique to one supplier and no alternative or substitute exists.

15. Single Source Acquisitions

- (1) This section applies to Informal Acquisitions and Formal Acquisitions only.
- (2) The Agent must be consulted for all Single Source Acquisitions prior to any discussions or negotiations with any potential Vendor.
- (3) The Agent and the Director must approve the Single Source process, Award and any additional requirements up to \$50,000.00 (Fifty Thousand Dollars) prior to any Commitment being made.
- (4) Council must approve all Single Source Acquisitions over \$50,000.00 (Fifty Thousand Dollars) prior to any Commitment being made.
- (5) A Single Source Acquisition applies in the following circumstances:
 - (a) an attempt to acquire the required Goods and Services by soliciting competitive Bids has been made in good faith, but

has failed to identify a willing, capable and Responsive supplier;

- (b) the Goods or Services are required as a result of an Emergency which would not reasonably permit the solicitation of competitive Bids;
- (c) the confidential nature of the requirement is such that it would not be in the public interest to solicit competitive Bids;
- (d) the solicitation of competitive Bids would not be economical to the Town;
- (e) construction, renovations, repairs, maintenance etc. in respect of a building leased by the Town may only be done by the lessor of the building, in accordance with an Agreement;
- (f) the Goods are purchased under circumstances which are exceptionally advantageous to the Town, such as in the case of a bankruptcy or receivership;
- (g) it is advantageous to the Town to acquire the Goods and Services from a supplier pursuant to the procurement process conducted by another public body;
- (h) it is advantageous to the Town to acquire the Goods and Services directly from another public body or public service body;
- (i) another organization is funding or substantially funding the Acquisition and has determined the supplier, and the terms and conditions of the commitment into which the Town will enter are acceptable to the Town;
- (i) the Acquisition is for a particular brand of Goods and Services that are intended solely for resale to the public and no other brand is desirable and the brand is not available from any other source;
- (k) a need exists for compatibility with, or for the maintenance and support of a Town Standard and there are no reasonable alternatives, substitutes, or accommodations;
- (l) a need exists to avoid violating warranties and guarantees where support or service is required for a Town Standard;
- (m) instructors, coaches, trainers and other specialized services for recreation programs for which Bids cannot readily be called; and
- (n) the Acquisition is for entertainment at a Town Event.

16. Direct Acquisitions (\$0.01 to \$10,000.00)

- (1) For all Direct Acquisitions:
 - (a) The Director will be responsible for directing, overseeing and auditing the process.
 - (b) Authorized Department Staff may procure Goods with one quotation by telephone, letter, facsimile, e-mail or purchase order.

- (c) A Manager or Supervisor must approve the Acquisition prior to making any Commitment.
- (d) The Director shall be responsible for the care, custody and control of records in respect of all Direct Acquisitions.
- (e) Acquisitions of Services must be reviewed and approved by the Purchasing & Risk Management Division to ensure that insurance and WSIB requirements are met prior to any Commitment.

17. Informal Acquisitions (\$10,000.01 and up to \$50,000.00)

For all Informal Acquisitions:

- (a) The Director will be responsible for directing, overseeing and auditing the process.
- (b) Authorized Department Staff may procure Goods or Services by striving to achieve a minimum of three written quotations utilizing the standard Town quotation forms.
- (c) Unless otherwise specified by the Buyer, the Department staff person delegated with process responsibility shall act as the official contact person and shall respond to all communications in respect of the Bid Request from the date of issuance, up to and including the announcement of an Award with the exception of Bidder debriefs, complaints or protests which shall be forwarded to the Agent.
- (d) A Manager, Supervisor or Director, different than the employee that issued the quotation, must approve the Acquisition prior to making any Commitment.
- (e) A purchase order issued by the Purchasing & Risk Management Division is required.
- (f) The Director shall be responsible for the care, custody and control of records in respect of all Informal Acquisitions, Single Source and Sole Source Acquisitions.
- (g) Acquisitions of Services and/or Construction must be reviewed and approved by the Purchasing & Risk Management Division to ensure that insurance and WSIB requirements are met prior to any Commitment.

18. Formal Acquisitions (\$50,000.01 and Greater)

(1) For all Formal Acquisitions:

- (a) The Agent will be responsible for directing, overseeing and auditing the process.
- (b) Purchasing staff shall administer a Formal Acquisition process. The Buyer is responsible for determining the method, conducting and managing all Formal Acquisitions including the evaluation process and the maintenance of information and results.
- (c) The Buyer shall act as the official contact person and shall respond to all communications. Any Bidder or Proponent found to be in breach of this section is subject to disqualification from participating in the current Bid Request.

- (d) The Agent and a Manager, Supervisor or Director must approve the Acquisition prior to making any Commitment.
- (e) All Awards over \$2,000,000.00 (Two Million Dollars) require Council approval prior to any Commitment.
- (f) An Agreement issued by the Purchasing & Risk Management Division is required.
- (g) The Agent shall be responsible for the care, custody and control of records in respect of all Formal Acquisitions, all Single Source and Sole Source Acquisitions and co-operative purchases.

19. General Supply Commitments and Vendor of Record

- (1) Where the Agent identifies needs for particular Goods and Services in multiple departments within the Town, he or she may issue solicitations or enter into agreements with Vendor of record/general supply arrangements issued by other public agencies for such particular Goods and Services.
- (2) Where a contract for the Vendor of record/general supply for particular Goods and Services has been Awarded in accordance with above, Departments shall acquire the particular varieties of Goods and Services in accordance with such corporate arrangements and not otherwise.

20. Co-operative Purchasing Arrangements

- (1) The Agent may enter into arrangements with other area municipalities, local Caledon Library Boards, government agencies and other public bodies or authorities for the purchase of Goods and Services on a co-operative or joint basis where there are economic advantages in doing so.
- (2) If the Town participates in co-operative purchasing, the terms and conditions and policies of the agency calling the co-operative Bid shall apply.
- (3) Purchases made through co-operative buying procedures will still follow all approvals and reporting as outlined in this by-law.

21. Special Relationships

- (1) The Town may enter into Agreements with the private sector including but not limited to joint ventures, co-marketing Agreements, public benefit planning Agreements, public private partnerships, shared-use Agreements, sponsorship arrangements, corporate and individual donation Agreements, and advertising.
- (2) The Agent may conduct an Acquisition process, according to the dollar value of the Acquisition. All requirements of this by-law must be met, except that the Award must be approved by Council.

22. In-house Bids

- (1) In-house Bids may be used for the Procurement of Goods, Services or Construction in accordance with Article 25.04 of the Collective Agreement between the Town and the Canadian Union of Public Employees and its Local 966. The Article is set out below:

“At recent collective bargaining negotiations, the Union and the Employer discussed a method of reviewing alternatives to

tendering contracts for work done in the past by members of the bargaining unit. This will confirm that it is the Employer's intention to provide the Local Union with a copy of any public call for tenders, together with the specifications relating thereto, which relates to work which has been done regularly by bargaining unit members."

- (2) This will also confirm that it is the Local Union's intention to review such Tender calls and specifications and, where feasible, to make a proposal to the Employer's representative who is responsible for the tender, as to how the work might be done cost-effectively by the Employer's employees. Any such Union proposal shall be submitted by the deadline set for other Bidders, and shall include a detailed costing of the Union's proposal. Where such a proposal is submitted by the Local Union, it shall be reviewed by the Employer together with the other bids received from contractors. It is understood and agreed that the Employer may consider both quantitative and qualitative factors in reaching its decisions regarding such proposals and bids."
- (3) If any Bid Solicitation permits in-house Bids, all Bidders shall be made aware of this fact in the Bid Solicitation documentation, in such situations the following clause will be incorporated into the Bid Request document. "Bidders should note that the Town has the capability to supply the need described herein. Consequently, a division of the Town has been invited to submit a Bid which will be included in our evaluation process."
- (4) In-house Bids will be received and evaluated on both the direct and indirect costs (e.g., dollars, staffing, technology and equipment) required to produce the activities. This allows costs to be fairly attributed and in-house Bids to be fairly evaluated against external Bids.

23. Purchasing Card (P-Card)

- (1) The purchasing card (P-Card) program is not to be used for personal use or to avoid or bypass this by-law or payment procedures including the Town's expense reimbursement procedure. The purchasing card (P-Card) program is meant to complement existing processes and streamline low value purchases.
- (2) The Agent will have final approval over the issuance of all Purchasing Cards and may draft written procedures from time to time consistent with the requirements of this by-law to reflect best purchasing and Acquisition practices.
- (3) Directors will be accountable and responsible for all cardholders and their transactions within their department.
- (4) Cardholders will be held liable for any misuse or wilful disregard of policies or operating procedures which result in a loss of money, fraud or collusion.

GENERAL PROVISIONS

24. Design and Development Service

Suppliers shall not be requested to expend time, money or effort to design or develop specifications or otherwise assist to define a requirement beyond the normal level of service expected from suppliers. If there is no alternative but to request such services, then the Vendor providing it shall be compensated at a predetermined fee. The compensated Vendor shall be considered a consultant in such cases, and

shall be unable to make an offer for the supply of Goods and Services due to the conflict of interest unless approved otherwise by the Agent.

25. Standardization

Standardization identifies a specific requirement, Manufacturer or Brand that best fits the Town's needs. No standard shall be established without a competitive process and approved by Council. All employees will adhere to standardized Goods and Services.

26. Conflict of Interest

- (1) It is the responsibility of any person involved in a Bid Solicitation, evaluation or Award to disclose any inherent or potential conflict of interest to the Agent.
- (2) Any person disclosing a Conflict of Interest shall remove himself/herself from the associated procurement process.
- (3) The Town's Code of Conduct policies apply to this by-law.

27. Unsolicited Offers

- (1) Unsolicited offers shall not be considered.
- (2) If it is determined that there is a legitimate need for the Goods and Services offered by way of an unsolicited offer, then an Acquisition process shall be conducted in accordance with this by-law.

28. Personal Purchases Prohibited

No person shall make personal purchases.

29. Gifts

- (1) No person shall accept, directly or indirectly, from any person or organization to which any Acquisition is, or might be Awarded, anything of any value including rebates, gifts, meals, money or special privileges.
- (2) No preference will be given to providers or suppliers who provide unsolicited products or samples to the Town or who demonstrate the operation of such products or samples.

30. Barter Transactions

Barter Transactions up to \$50,000 in value will be conducted and approved by the Agent and Department Director. All Barter transactions over \$50,000 will require Council approval.

31. Forms, Contracts and Documents

Departments shall acquire the particular varieties of Goods and Services in accordance with standard Town issued forms and not otherwise, provided that either the Agent or the Town's Legal Staff may authorize or draft variations therefrom as necessary.

32. Prohibited Classes Of Vendor

- (1) The Town shall not acquire Goods and Services from any of the following:
 - (a) Town Councillors;

- (b) Town staff or Caledon Library Board staff or members, unless approved by the Agent;
- (c) corporations in which the individuals in (a) or (b) are majority shareholders;
- (d) Bidders or Proponents who are or have been in litigation with the Town as determined by the Town Solicitor; or
- (e) Bidders or Proponents who have documented performance issues as determined by the Agent.

33. Accessible Purchasing

The Town shall ensure that the acquisition of Goods and Services are conducted in a manner which promotes and incorporates the requirements of the *Ontarians with Disabilities Act, 2001*, S.O. 2001, c. 32 and the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11.

PROCEDURES

34. Cancelling and Reissuing Bid Requests

- (1) The Agent or designate may cancel a Bid Request, or Request for Proposal in whole or in part, where, upon having sought the concurrence of the Department Director, in his/her opinion:
 - (a) the Bid Request document contains errors or omissions which, in the opinion of the Agent, would result in an unfair process if an Award was made;
 - (b) the Goods and Services are no longer needed;
 - (c) all Responsive Bids received exceed the budget for the Acquisition or the fair market value and negotiating with the Lowest Responsive Bidder is unlikely to yield an acceptable offer;
 - (d) all acceptable Proposals received exceed the budget for the Acquisition or the fair market value and negotiating with the highest scored Responsive Proponent is unlikely to yield an acceptable offer;
 - (e) an opportunity arises and it is advantageous for the Town to purchase through or 'piggyback" on to another public agency contract; or
 - (f) a determination has been made that the bidding process has been compromised.

35. Errors in Submissions

Certain errors in submissions will result in an automatic rejection of submissions. Schedule "F" attached to this by-law sets out the consequences of the error or irregularity which will be followed by staff in assessing the receipt of a submission.

36. Negotiations

The Agent in consultation with authorized staff members may enter into negotiations with the Bidder submitting the Lowest Responsive

Submission; the Proponent submitting the highest scored Responsive Proposal; or Single or Sole Source supplier when such actions are in the best interests of the Town and will not create an unfair situation for Bidders, Proponents or Vendors. The Agent must maintain a record of such negotiations.

37. Insufficient Budget

- (1) In the event that all submissions received in response to a solicitation exceed the funds available for the completion of the project, the Town may pursue the following options:
 - (a) the Town may add funds to those already allocated to the project so that there are sufficient funds to enable the Town to select a submission;
 - (b) all submissions may be rejected and the Town may engage in a further solicitation, either with or without amendments from the preceding solicitation;
 - (c) if the amount is less than or equal to 15% (Fifteen Percent) of the available funds, the Town may negotiate with the Bidder who submitted the Lowest Responsive Submission or the Proponent who submitted the highest scored proposal in an attempt to achieve the Acquisition of the Goods and Services at a price which fits within the available funds. The Town may proceed to the Bidder who submitted the next Lowest Responsive Submission or next highest scored Proposal in the event that negotiations are unsuccessful, and so on until the Town is able to negotiate a price or the Town chooses to abandon the process and reject all submissions. For purposes of the foregoing, negotiation may include minor adjustments in the specifications of the Goods and Services to be acquired, and the minor adjustment of other obligations of the parties; and
 - (d) except as set forth in paragraphs (a), (b), and (c), only under extenuating circumstances that are agreed to by the CAO, Town Solicitor, and CFO, the Agent will be able to negotiate with the Lowest Responsive Submission if the value to negotiate is greater than 15% (Fifteen Percent) of the available funds in an attempt to achieve the acquisition of the Goods and Services at a price which fits within the available funds.

38. Event of a Tie Bid

In the event that two Bid Requests are tied or identical following such evaluation, the Agent or the Buyer shall, in the presence of a Department staff person delegated with process responsibility, toss a coin. The Award shall then be made to the winner of the coin toss. In the event that three or more tied or identical Bids remain following evaluation, the Agent or the Buyer shall, in the presence of a Department staff person, conduct a lottery draw. The Award shall then be made to the winner of the lottery.

39. Selection of Successful Vendors

- (1) Unless permitted by a specific exception within this by-law, whenever a competitive process is used to acquire Goods and Services, the Bidder who submitted the Lowest cost Responsive Bid or the Proponent who submitted the highest scored Responsive Proposal shall be Awarded the contract.

- (2) Subsection (1) shall be read with necessary modifications when a Bid Solicitation includes a revenue component. In such circumstances, the Bidder who has made the Responsive submission which has the best financial impact on the Town shall be Awarded the contract to supply the Goods and Services to the Town.

40. Unexpected Contingencies

- (1) Whenever any purchase of Goods or Services has been authorized pursuant to this by-law, the responsible department may authorize the disbursement of additional funds to complete the purchase of Goods and Services where unexpected contingencies have arisen for which insufficient, or no, provision has been made, provided that:
 - (a) when dealing with Formal Procurement Acquisitions, such additional funds shall not exceed the lesser of 15% (Fifteen Percent) of the original contract, or \$100,000.00 (One Hundred Thousand Dollars);
 - (b) the additional funds are required in order to complete the work set out in the original contract;
 - (c) there are sufficient funds in the applicable department budget to pay the additional funds; and
 - (d) the Treasurer has authorized the disbursement.

41. Contracts That Must Be Awarded By Council

- (1) Contracts that must be Awarded by Council are set out as follows.
 - (a) Contracts for the supply of Goods and Services for which the total value exceeds budget approval.
 - (b) Contracts for the supply of Goods and Services which are not being Awarded to the Lowest cost Responsive Submission.
 - (c) Contracts for the supply of Goods and Services which are not being Awarded to the highest scored Responsive Proposal.
 - (d) A contract for the supply of Goods or Services containing provisions under which Town Staff may approve one or more non-binding options which could cause the total cost of the contract to exceed \$2,000,000 (Two Million Dollars).
 - (e) Such other specific contracts as Council may from time to time authorize.

42. Notification

Results of all Publicly Advertised Bid Requests shall be posted online. The Agent or the Buyer shall notify the successful Bidder of their Award.

43. Bid Protest

- (1) Bidders or Proponents who have responded to a formal Bid Request have the right to register a Bid Protest if they feel that the Town's actions in evaluating bids, or recommending the Award of a contract, have been unfair or inappropriate.

- (2) Bidders or Proponents will have five (5) business days from public notice of Award posted on-line, to submit a Bid Protest in writing to the Agent.
- (3) All Bidder or Proponent Bid Protests shall be dealt with in accordance with the applicable Town policies and procedures.
- (4) The Agent, or designate, in consultation with appropriate Department staff, which may include the Legal Department, shall try to resolve Bid Protests.
- (5) Should the Bidder or Proponent still be in disagreement with the Agent's decision, the Bidder or Proponent's next course of action shall be to inform the Agent and then delegate Council.
- (6) The delegation to Council shall be made in accordance with the Town's Procedural By-law.

44. Debriefing

Any Bidder or Proponent, requesting a debriefing in order to obtain information on how to improve in future Bid Solicitations, shall contact the Buyer, in writing, within five (5) working days of public notice of Award posted on-line.

45. Litigation with Potential Vendors

- (1) The Town reserves the right in the appropriate circumstances, to reject any quotation, any Bid, or any proposal if the Bidder, or any officer or director of the Bidder, is engaged, either directly or indirectly through another corporation, in any legal proceedings adverse to the Town, its elected or appointed officers and employees.
- (2) The term "legal proceedings adverse to the Town" means:
 - (a) quasi-criminal proceedings/prosecutions commenced pursuant to Town by-laws or other provincial or federal legislation;
 - (b) civil proceedings where an Application, Statement of Claim, Counterclaim or Crossclaim or other similar document has been issued against the Town or by the Town; and
 - (c) criminal proceedings in which the Town is involved.
- (3) Bidders will be required to demonstrate that they are in compliance with the requirements of any applicable authority which is licensing, regulating or approving the activities which relate to the tender, Request for Proposal or quotation.
- (4) The Director shall document evidence and advise the Agent in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.
- (5) The Town Treasurer may, in consultation with the Town's Solicitor, prohibit an unsatisfactory supplier from bidding on future contracts.
- (6) For the purposes of this Section, the term "supplier" may mean a supplier of Goods or Services and any principal, director or officer of that supplier, Bidding directly for Town contracts, or indirectly through another legal entity.

46. Performance Management

- (1) Town staff shall institute performance evaluation in contracts where it is determined that a performance evaluation would be appropriate to ensure satisfactory level of performance by the Vendor.
- (2) The Director or Manager shall document evidence and advise the Agent in writing of any concerns regarding poor performance of Vendors, including:
 - (a) performing work unsatisfactorily;
 - (b) failure to meet completion dates, failure to follow instructions;
 - (c) failure to comply with, or violations of, health and safety regulations;
 - (d) withdrawing from a quotation, tender or Proposal once the Bid or Proposal has been accepted and/or the contract has been Awarded; and
 - (e) failure to comply with the terms and/or conditions of a contract.
- (3) The performance management evaluation shall determine whether a Vendor, or any related Vendor:
 - (a) will be allowed to Bid or respond to Bid Solicitations for future contracts with the Town; or
 - (b) shall be prohibited from Bidding or Proposing on any contracts with the Town for a maximum of three (3) years starting from the next Bid Solicitation. This includes any principal, director, officer, or employee of that Vendor, bidding directly for Town contracts, or indirectly through another legal entity and any principal, director or officer of that supplier, bidding directly for Town contracts, or indirectly through another legal entity.
- (4) The Agent will provide written notice of non-performance, or of continuing non-performance, of a contract, or written notice of termination of a contract because of the Vendor's failure to comply.

47. Contract Renewal

- (1) Where a contract contains an option for renewal, the Agent in consultation with the Director will determine whether such option should be exercised provided that:
 - (a) the Vendor's performance in supplying the Goods and Services is considered to have met the requirements of the contract and have been documented;
 - (b) the Director agrees that the exercise of the option is in the best interests of the Town; and
 - (c) funds are approved and available in an appropriate account.

48. Termination

Commitments may be terminated upon the joint approval of the Director, the Agent, and the Town Solicitor, or their respective designate, or as otherwise authorized by Council.

49. Insurance

Staff who have delegated purchasing authority are responsible to obtain the required certificate of insurance confirming the insurance requirements set forth by the Agent, including all insurance renewals.

50. Disposal of Surplus Goods and Equipment

- (1) Except where otherwise required by Council for specific goods or equipment, surplus Goods and equipment shall be disposed of by the Agent in accordance with the this by-law.
- (2) Any Director may declare material, equipment, furnishings and vehicles owned by the Town to be surplus and shall then advise the Agent of any such items.
- (3) Items declared surplus and having a cash value may be disposed of by the Agent by the most advantageous means, which may include:
 - (a) redistribution throughout the Town;
 - (b) redistribution to other public bodies or government organizations;
 - (c) redistribution to a recognized charitable organization in Caledon registered as such with Canada Revenue Agency (Charities Directorate);
 - (d) public auction;
 - (e) the issuance of a Bid Request; or
 - (f) trade in at fair market value as part of the Acquisition of other similar items or items required by the Town.
- (4) Refuse items shall be disposed of.
- (5) Funds received from the disposal of surplus items shall be credited to the appropriate accounts, as determined by the Finance Division of the Corporate Services Department.
- (6) No elected official, Caledon Library Board member or employee, or any relative of that elected official, Caledon Library Board member or employee, shall be permitted to purchase any surplus Goods to be disposed of except by successful Bidding on the same at public auction or by sealed Bid.

51. Periodic Review

A detailed evaluation of this by-law shall be held every four years calculated from the date that Council passes a by-law adopting these policies, or on a more frequent basis as the Agent sees fit or as per Council's direction.

52. SCHEDULES

All Schedules attached hereto and listed here form part of this by-law.

Schedule A- Exemptions from By-law
Schedule B- Methods of Acquisition

Schedule C- Green Purchasing Policy
Schedule D – Hedging Policy
Schedule E – Leasing Policy
Schedule F – Error in Submissions Chart
Schedule G – Electronic Bidding

53. **REPEAL**

- (1) By-law 2009-151 and any amendments thereto are hereby repealed.
- (2) By-law 2009-151 as amended will continue to apply to any purchase commenced pursuant to that by-law.

54. **EFFECTIVE DATE**

This by-law shall become effective on January 1, 2014.

**READ THREE TIMES AND FINALLY
PASSED IN OPEN COUNCIL
THIS 22th DAY OF OCTOBER 2013**

Marolyn Morrison, Mayor

Carey deGorter, Clerk

We have the authority to bind the Corporation.

**SCHEDULE A TO BY-LAW 2013-107
EXEMPTIONS FROM BY-LAW**

In acquiring the following Goods and Services, operating departments shall not be required to follow the procedures and methods described in this by-law:

1. Training and Education

- a) conferences
- b) courses
- c) seminars
- d) conventions
- e) memberships
- f) periodicals
- g) magazines
- h) subscriptions
- i) staff training
- j) staff development
- k) staff workshops
- l) books

2. Refundable Employee Expenses

- a) advances
- b) meal allowances
- c) payroll, benefit premiums, remittances and payroll deductions
- d) reimbursable expenses incurred by employees or elected officials in accordance with Town policies and procedures

3. Utilities

- a) postage and courier services
- b) water and sewage charges
- c) telephone service
- d) cable television service
- e) hydro
- f) gas
- g) internet service
- h) cellular and wireless service and devices

4. Professional and Special Services

- a) committee fees
- b) counseling services
- c) legal services, including all fees and disbursements
- d) other professional services related to pending/on-going litigation or legal matters

- e) witness services
- f) arbitrators and mediators
- g) commissions
- h) Insurance Services
- i) claims, including all fees and disbursements
- j) transcript fees
- k) forensic auditors
- l) annual audit fees
- m) appraisal services and charges
- n) honouraria
- o) committee fees
- p) providers of entertainment, artistic and recreational services
- q) facilitators, instructors and speakers
- r) hiring of consultants or contractors to complete vendor or developer deficiencies

5. Library

- a) Items required for library collections including but not limited to books, CD's, DVDs, tapes, electronic books, games, periodicals and newspapers.
- b) Purchases, fundraising and disposal made through The Friends of the Caledon Public Library organization

6. Other General Expenses

- a) debenture payments
- b) banking and bank charges
- c) tax remittances
- d) permits, development charges
- e) refunds, donations, gifts or grants
- f) licences (hardware, software, software maintenance, vehicles, elevators, radios)
- g) charges to or from other public entities
- h) police services
- i) real estate and realty appraisers
- j) Office space, hall rentals and leases
- k) freight charges and brokerage fees
- l) original works of art

**SCHEDULE B TO BY-LAW 2013-107
METHODS OF ACQUISITION**

	Estimated Value of Goods and/or Services				Sole Source Acquisition	Single Source Acquisition	Vendor of Record Arrangement
	Direct Acquisition	Informal Acquisition	Formal Acquisition	Formal Acquisition			
Who will administer the Acquisition process?	\$0.01 - \$10,000 Authorized Department Staff	\$10,000.01 to \$50,000 Authorized Department Staff	\$50,000.01 to \$2,000,000 Purchasing Division Staff	greater than \$2,000,000 Purchasing Division Staff	The Agent must review and approve	The Agent must review and approve	Purchasing Division Staff
Is advertising required?	No	By invitation	Yes, Town's Website, OPBA Website, local newspaper when possible, and may include other sources	Yes, Town's Website, OPBA Website, local newspaper when possible, and may include other sources	No	No	Yes, unless an existing agreement with another public agency is in place
Who can authorize the award?	Authorized Supervisor or Manager	Authorized Manager or Department Director other than the employee that issued the Request for Quotation	Awarded by Department Director in conjunction with Purchasing Division Staff	Requires Council approval for award	The Agent and CFO or Treasurer	If value is up to \$50,000, the Agent can authorize the award If over \$50,000 requires Council approval	Awarded by Department Director in conjunction with the Manager of Purchasing
Signing authority	Authorized Department Staff	Department Director	Department Director and Agent	Mayor and Clerk	The Agent and CFO or Treasurer	If value is up to \$50,000, the Manager of Purchasing and Department Director If over \$50,000 Mayor and Clerk	Department Director and Agent

SCHEDULE C TO BY-LAW 2013-107
GREEN PURCHASING POLICY

Environmentally Responsible Procurement

1. This policy will support the Town's continued environmental commitment by requiring the procurement of Goods and Services that will minimize the Town's impact on the environment and provide the best value for the Town and perform efficiently and effectively.
2. While evaluating Goods and Services for purchase (including all aspects related to the production, transportation, use or operation, and replacement or disposal of goods) the following factors will be considered in addition to the specific requirements of the Good or Service:
 - (a) the durability and reusability of an item;
 - (b) the Non-toxic or least toxic option;
 - (c) whether it is compostable or biodegradable;
 - (d) reduced greenhouse gas and air pollutant emissions;
 - (e) ENERGY STAR® rated if available or most energy-efficient option;
 - (f) the reduction of waste and the efficient use of resources, including energy;
 - (g) a long service life and can be economically and effectively repaired or upgraded;
 - (h) certification by an independent accredited organization;
 - (i) services that use environmentally responsible practices;
 - (j) whether the item is recyclable, but if not recyclable, whether it may be disposed of safely, or, if the Vendor will take back Goods at its end of life;
 - (k) whether it is made from recycled materials;
 - (l) if made from raw materials, they have been obtained and manufactured in an environmentally sound, sustainable manner;
 - (m) whether it results in minimal or no environmental damage during normal use or maintenance;
 - (n) whether it has minimal packaging preferably made of reusable, recycled or recyclable materials; and
 - (o) the lifecycle cost of the Good through the Acquisition, operation, and end of good life, including environmental impacts
3. Staff will consult with the Energy and Environment Section prior to initiating an Acquisition for Goods, Services and Construction to ensure that wherever possible and, within budget, specifications and scope of work in a competitive process reflect the intent of this by-law.
4. All Requests for Proposals will contain a minimum of 5% score allotted for environmentally responsible products and/or vendors.

Corporate Green Building Standard

5. The Corporate Green Building Standard sets out the Town's commitment to incorporate sustainable building design principles into the planning, design, construction and operation of new municipal buildings and major renovations of existing buildings. The Corporate Green Building Standard will be applied to applicable construction acquisitions.

SCHEDULE D TO BY-LAW 2013-107
HEDGING POLICY

1. This hedging policy is to be interpreted and applied in accordance with the requirements of the *Municipal Act, 2001* ("the Act") and any regulations passed thereunder ("the regulations"). Terms used in the by-law have the meanings applicable to those terms in the corresponding sections of the Act and the Regulations.
2. The purpose of this policy is to adopt a statement of the Town's commodity price hedging policies and goals. Section 6(1) of O.Reg. 653/05 requires the adoption of such a statement before the Town may enter into commodity price hedging agreements.

Statement of Commodity Price Hedging Policies and Goals

1. The Town will consider commodity price hedging agreements as a means of fixing, directly or indirectly, or enabling the Town to fix, the price or range of prices to be paid by the Town for the future delivery of some or all of the commodity or the future cost to the Town of an equivalent quantity of the commodity, where it is advantageous for the Town to do so.
2. In determining whether a particular commodity price hedging agreement is advantageous for the Town, the following considerations will be taken into account:
 - (1) Any and all projects of the Town are projects for which commodity price hedging agreements will be appropriate;
 - (2) If, at the time, it is the opinion that fixed costs and estimated costs of the Town will be reduced by virtue of the use of such an agreement;
 - (3) If, at the time, it is the opinion that the future price or cost to the Town of the applicable commodity will be lower or more stable than it would be without the agreement;
 - (4) If, at the time, the project includes a detailed estimate of the expected result of using such an agreement;
 - (5) If, at the time, it is the opinion of the Treasurer that the financial and other risks to the Town that would exist with the use of such an agreement will be lower than the financial and other risks to the Town that would exist without such an agreement; and
 - (6) If, at the time, it is the opinion that the agreement contains adequate risk control measures relating to such an agreement, such as, limited credit exposure based on credit rating and/or on the degree of regulatory oversight and/or on the regulatory capital of the other party to the agreement, a standard agreement, and ongoing monitoring with respect to the agreement.

SCHEDULE E TO BY-LAW 2013-107
LEASING POLICY

1. This policy is to be interpreted and applied in accordance with the requirements of the *Municipal Act, 2001* ("the Act") and any regulations passed thereunder ("the regulations"). Terms used in this by-law have the meanings applicable to those terms in the corresponding sections of the Act and the Regulations.
2. The purpose of this policy is to adopt a statement of the Town's lease financing policies and goals. Section 8(1) of O. Reg. 46/94, as amended, requires the adoption of such a statement before a municipality may enter into a financing lease.

Statement of Lease Financing Policies and Goals

1. The Town will consider financing leases as a means of obtaining municipal capital facilities where it is advantageous to the Town to do so, recognizing that the normal process for acquiring municipal capital facilities is not to engage in lease transactions but instead to purchase municipal capital facilities when funds are available.
2. In determining whether a particular financing lease transaction is advantageous to the municipality, the following considerations will be taken into account:
 - (a) The financial risks and benefits of the lease transaction;
 - (b) The non-financial risks and benefits of the lease transaction, such as the ability to proceed with a public works project at an earlier date than would otherwise be possible; and,
 - (c) The legal elements of the transaction, including the legality of the terms and provisions of any proposed agreement or agreements, and any other legal considerations affecting the lease transaction.
 - (d) It is the intention of the Town to take full advantage of any special provisions, exemptions, or exceptions which may be contained in the Regulations regarding non-material financing leases.

Non-Material Financing Leases

1. It is recognized that certain categories of financing leases will not involve costs or risks that will significantly affect, or would reasonably be expected to have effect on the financial debt repayment and financial limits prescribed for the Town. The Treasurer shall from time to time propose to Council certain varieties of financing leases to be so classified and, where Council shares the opinion of the Treasurer that such leases do not involve such a material risk, it shall pass a Resolution to that effect.
2. Where Council has passed a Resolution pursuant to Section 3 above, such Resolution shall be appended to this by-law by the Town Clerk.

SCHEDULE F TO BY-LAW 2013-107

ERRORS IN SUBMISSIONS

ERROR OR IRREGULARITY	CONSEQUENCE
The Bid is not received and time-stamped by Purchasing & Risk Management Division staff, on or before the official bid closing date and time determined by the Purchasing and Risk Management Division official clock.	Automatic Rejection
Unsealed envelopes	Automatic Rejection
In the opinion of the Agent, it is not possible to identify the person or company making the submission or the solicitation to which the submission relates to or the Agent determines that the Bid is from a non-existent entity.	Automatic Rejection
Submission not written in ink or other non-erasable medium	Automatic Rejection
Missing bid deposit or bid deposit not contained within the submission envelope or bid deposit is in an amount less than required.	Automatic Rejection
Bid Deposit or other required performance security is either unenforceable, or is not fully enforceable.	Automatic Rejection
Bonding company not licensed to conduct business in Canada or the province of Ontario.	Automatic Rejection
Failure to sign Agreement to Bond, Bid Bond or Bid Solicitation document (i.e. Form of Tender/Proposal).	Automatic Rejection
Submission is Qualified (i.e. contains a restriction, alteration or qualification where such restrictions, alteration or qualifications are not permitted in the Bid solicitation).	Automatic Rejection
Submission does not conform to the essential requirements in the specifications or terms of reference.	Automatic Rejection
Bidder or Proponent did not attend a mandatory site meeting	Automatic Rejection
Failure to rectify minor Irregularities if requested to do so within two working days from time that notification of the error was given by the Town.	Automatic Rejection
Any other irregularity	The Agent shall have authority to waive irregularities or grant 48 hours to initial such irregularities which are considered minor

SCHEDULE G

ELECTRONIC BIDDING

“Electronic Bidding (e-bidding)” means a procurement process of issuing and receiving Bids via internet solution.

The Agent shall utilize e-bidding as deemed necessary as an approved procurement process in accordance with this by-law with the exception of Errors in Submissions which shall be governed utilizing the chart below.

ERRORS IN SUBMISSIONS FOR E-BIDDING

<u>ERROR OR IRREGULARITY</u>	<u>CONSEQUENCE</u>
Late Bid submission	Automatic Rejection based on Closing date and time shown in the e-bidding system
Bid submitted did not follow the e-bidding process or electronic submission format	Automatic Rejection
Bonding company not licensed to conduct business in Canada or the province of Ontario	Automatic Rejection
Failure to sign Agreement to Bond, Bid Bond or Bid Solicitation document (i.e. Form of Tender/Proposal)	Automatic Rejection
Submission is Qualified (i.e. contains a restriction, alteration or qualification where such restrictions, alteration or qualifications are not permitted in the Bid solicitation)	Automatic Rejection
Submission does not conform to the essential requirements in the specifications or terms of reference	Automatic Rejection
Bidder or Proponent did not attend a mandatory site meeting	Automatic Rejection
Failure to rectify minor Irregularities if requested to do so within two working days from time that notification of the error was given by the Town	Automatic Rejection
Any other irregularity	The Agent shall have authority to waive irregularities or grant 48 hours to initial such irregularities which are considered minor