



Town of Whitby Policy

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Policy Statement

The Corporation of the Town of Whitby (hereafter the “Town”) will maintain an open, fair, transparent, and competitive process to ensure that all Goods and Services are procured or disposed of in a sustainable manner at the most economical value, without favouritism, and with consideration given to price, quality, quantity, service, and delivery through application of the highest standards of business ethics in compliance with applicable law and trade agreements. The Town is committed to providing an accessible environment in which residents, visitors, and employees have equitable access to municipal programs, services, and facilities in a way that respects dignity and independence of each individual. The Town is dedicated to ensuring that all legislated obligations under the *Accessibility for Ontarians with Disabilities Act, 2005* are met and that compliance with these standards is maintained.

Purpose

The purpose of this Policy is to ensure that the Town conducts procurement operations in a manner that:

- Encourages open, fair, and transparent competitive procurement processes that affords equitable access to all qualified suppliers;
- Provides objective, fair and equitable treatment of all suppliers and bidders;
- Adheres to the highest standards of ethical conduct and protects the integrity of the Town and the public;
- Promotes responsible management of the public funds, Town finances and assets;
- Strives to achieve best value when procuring Goods and Services; encouraging competition, consideration for sustainability, and highest quality at cost effective prices;

- Provides for reciprocal non-discrimination and geographic neutrality with respect to trading partners in accordance with trade agreement obligations; and,
- Is consistent and compliant with all applicable legislation, including *the Accessibility for Ontarians with Disabilities Act, 2005 (AODA)*, the *Municipal Freedom of Information and Protection of Privacy Act* and the Ontario Human Rights Code.

To ensure effectiveness and relevance of this Policy, there shall be a review completed within five (5) years of the approval date. The Procurement Policy remains in force until the review is completed and an amendment or replacement has been adopted by Council.

Scope

All employees of the Town shall comply with the Procurement Policy when purchasing Goods or Services for the Town. An employee who knowingly fails to act in accordance with the provisions of this Procurement Policy will be subject to appropriate action in accordance with the Town's Employee Code of Conduct.

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

In any case where another Town policy is perceived to limit or contravene the requirements of the Procurement Policy, the language of the Procurement Policy shall govern. Where an applicable trade agreement is in conflict with this Policy, the trade agreement shall take precedence.

This Policy shall apply to The Corporation of the Town of Whitby and Local Boards thereof unless the Local Board has adopted their own Procurement Policy.

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1. Definitions

- 1.1 **Accessibility** a term defined by the Province of Ontario as giving all people of all abilities opportunities to participate fully in everyday life.
- 1.2 **Approved Budget** means a capital or operating budget approved by Council subject to any adjustments provided for in the Town's Budget Monitoring Policy.
- 1.3 **Award** is the notification to a bidder or tenderer of acceptance of a bid or tender which brings the contract into existence. Issuance of a purchase order.
- 1.4 **Barrier** means anything that prevents a person with a disability from fully participating in all aspects of society because of his or her disability; including physical, architectural, information or communications barrier, an attitudinal or technological barrier, a policy or a practice; ("obstacle").
- 1.5 **Bid** means an offer or submission from a supplier; a tender, proposal or quotation submitted in response to a solicitation from the Town.
- 1.6 **Bidder** means the individual, partnership, firm or corporation, including its respective successors and assigns, or any entity that is responding to a procurement process from the Town and/or submitting an offer to the Town.
- 1.7 **Buying Group** means any non-profit organization, or Government agency, that provides for collaborative procurement opportunities offering resource savings or economies of scale benefits to the Town.
- 1.8 **CETA** means Comprehensive Economic and Trade Agreement effective September 21, 2017 and as amended (Chapter Nineteen Government Procurement).
- 1.9 **CFTA** means Canadian Free Trade Agreement effective July 1, 2017 and as amended (Chapter Five Government Procurement).
- 1.10 **Change Order** means a written order issued by the Town after execution of a contract, which authorizes a change in the scope of work, time, and/or cost.
- 1.11 **Compliant Bidder** means a Bidder who has fully complied with all of the bid requirements, correctly and completely responded to all of the requirements that are considered mandatory as outlined in the bid documents, and that the Bidder is deemed to be fully capable, technically and financially.
- 1.12 **Conflict of Interest** is defined as a situation or circumstance, real or perceived, which could give a Vendor or consultant an unfair advantage during a procurement process or compromise the ability of a Vendor or consultant to perform its obligations under their contract and would include a Conflict of Interest as defined in Town's Employee Code of Conduct Policy 400-070-02.
- 1.13 **Construction** means a construction, reconstruction, demolition, repair, erection or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials and the supply of

- equipment and machinery if they are included in and incidental to the construction, installation, repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional services related to the construction contract unless they are specifically included in the procurement. Does not include Professional Services unless otherwise defined in the *Construction Act*.
- 1.14 **Contingency** means a provision made in an approved budget for an unforeseen event or circumstance that gives rise to a change in the Award by way of a change order.
- 1.15 **Contract** means a legally binding agreement for the purchase or disposal of Goods and Services. A Contract may be a fully executed legal agreement, in a form satisfactory to the Town Solicitor, or a Purchase Order issued by the Town.
- 1.16 **Cooperative Purchasing** refers to the participation of two or more public agencies in a competitive bid or participating in a contract hosted by another publicly funded agency.
- 1.17 **Council** means the Council for the Town of Whitby.
- 1.18 **Department** means the department or division procuring goods, services and/or construction. The Staff representative, lead, project manager and/or contract administrator for the work.
- 1.19 **Department Approver** staff who have the responsibility for approval of any purchase on behalf of the Town and ensuring it is procured within the guidelines of Town Policies.
- 1.20 **Department Head** means the Commissioner, Senior Leadership Team member, or their designate.
- 1.21 **Designate** means the person or persons assigned the duties and responsibilities on behalf of; in the absence of; or the incapacity of the person charged with the principal authority to take the relevant action or decision.
- 1.22 **Direct Award** means a procurement action resulting in an Award by a Department without the requirement of competition within the guidelines of the Procurement Policy and accompanying procedures.
- 1.23 **Emergency** an unforeseeable situation that is a threat to public health, safety, essential services, welfare of persons or public property, or security of Town interests. This is not a situation of urgency resulting from failure to properly plan.
- 1.24 **Emergency Purchase** is a limited tender or non-competitive procurement made in accordance with defined conditions in this Policy. Emergency Purchases generally do not have approved budgets prior to the purchase.
- 1.25 **Expression of Interest (EOI)** means a request document issued by a Purchasing Officer during the early stage of the procurement planning process to provide potential vendors with an avenue to register their interest

in being involved in a particular project or performance of a job. An EOI may also be used to seek industry input into scope of work requirements that will then become part of a formal solicitation or to find other contractors who can provide a good or service. This is a non-binding process that does not result in an Award of a contract.

- 1.26 **Goods and Services / Goods or Services** includes one or more of following furnished or performed by a Vendor under a Contract: supplies, equipment, Construction, labour, materials, products, software, maintenance services, information, information technology, Consulting or Professional Services.
- 1.27 **Limited Tendering** means a non-competitive process used to acquire goods or services from a specific supplier, even though there may be more than one supplier capable of delivering the same good or service. See also Single Source, Sole Source, or Emergency Procurement.
- 1.28 **Open Competition** means a procurement in which bids are solicited from all interested Suppliers through a publicly posted solicitation document.
- 1.29 **Personal Purchase** means acquiring an item or service from a Vendor or Town contract that is required only by the individual(s) making the request for purposes not related to their work.
- 1.30 **Prequalification** is the process of screening potential Vendors in which factors such as financial capability, reputation and experience are considered in order to develop a list of qualified Vendors who may then be allowed to submit bids/ proposals.
- 1.31 **Procurement** acquisition by any means, including by purchase, rental, lease, or conditional sale, of goods, services or construction. The activities and processes to acquire or dispose of Goods and Services. The activities involved in establishing requirements such as market research, Vendor evaluation and contract negotiation.
- 1.32 **Procurement Review Committee** means the committee established by the Town under the Procurement Policy, comprised of the Purchasing Officer, the Treasurer and at least two other members of the Senior Leadership Team, for the purposes of considering and making determinations on escalated procurement-related matters, including determinations related to procurement protests and vendor suspensions.
- 1.33 **Professional Services** means services that require technical skills provided for a fee on the basis of a defined project, or undertaking, to recommend and assist in implementing solutions. Includes services of those holding professional licenses such as architects, auditors, engineers, lawyers, designers, surveyors, management and financial consultants, brokers, soil consultants, real estate appraisers, Ontario land surveyors and any other consulting and professional service rendered on behalf of the Town.
- 1.34 **P-Card / Purchasing Card** means the Town's purchasing credit card program and system and the associated P-Card Program procedures for authorized low dollar purchases of Goods and Services.

- 1.35 **Purchase Order** is a type of contract in the current Town format that is a binding agreement between the Town and the Vendor formalizing all the terms and conditions of a proposed transaction and authorizing the purchase of Goods or Services.
- 1.36 **Purchasing Officer** means Procurement Manager or designate.
- 1.37 **Quotation (RFQ)** means a bid received as a result of an invitational or public request for the supply of goods or services. May or may not be required to be submitted on prescribed forms.
- 1.38 **Registry** means a listing of Vendors, roster of consultants, and/or Vendor of record for the provision of goods and/or services, systems contract, or construction works that are required on a regular and/or on an as needed basis within set dollar limits.
- 1.39 **Request for Information (RFI)** is a non-binding method whereby the Town publishes a need for input from the vendor community. A practice used to obtain comments, market information, feedback, or reactions from potential responders (Vendors, contractors) prior to the issuance of a bid. Feedback may include best practices, industry standards, technology issues, etc. Pricing generally not requested but may request budgetary estimates. Process does not result in an Award.
- 1.40 **Request for Proposal (RFP)** means a process used to solicit best value proposals from potential vendors for Goods and Services. Price is one of the mandatory evaluation factors but usually not the primary evaluation factor. May include a negotiable process or provision for negotiations prior to Award.
- 1.41 **Request for Tender (RFT)** means a solicitation issued when two or more sources of supply have been identified, the requirements can be adequately defined and the lowest priced compliant tender, from a compliant bidder, is accepted without negotiation.
- 1.42 **Restricted Communication Period** means the period of time between the issuance of a bid and the notice of Award of the bid, during which time all communications regarding the specific bid, between the Town, consultants, and a potential bidder shall flow only through the Town's purchasing staff, unless otherwise approved by the Purchasing Officer.
- 1.43 **Revenue Generating Contracts** means a legal agreement between the Town and a third party that yields a financial return for the Town.
- 1.44 **Risk Management** means the division within Finance Services in concurrence with the Town's insurer or designate.
- 1.45 **Single Source** is a non-competitive procurement decision whereby purchases are directed to one supplier even though other competitive sources may be available.
- 1.46 **Sole Source** is a non-competitive procurement decision whereby purchases are unique and are directed to one source of supply as no other source is

qualified or capable of providing the goods and/or services to meet the Town's needs.

- 1.47 **Specifications** means the detailed description of, and written requirements, characteristics, method, manner, conditions, scope of work, and standards for, goods and/or services or construction contained in a bid request to the extent known, and may also include any drawings, designs and models that establish the material and operating requirements of commodities.
- 1.48 **Standardization** is the justified adoption of a single product or group of products to be used at the exclusion of all others, or to be used by all divisions of the Town for a set period.
- 1.49 **Submission** means a bid submission, tender, quotation, proposal, prequalification submission or any similar submission to a procurement process.
- 1.50 **Supplier** means the individual, partnership, firm or corporation, or any entity that is carrying on business of providing goods and/or services. See Vendor.
- 1.51 **Surety** means a guarantee by an insurance company, bank, individual or corporation on behalf of the bidder/proposer that protects against default or failure of the contacted bidder/proposer to satisfy obligations. A specified dollar amount and format as deemed necessary and stated within the Bid request.
- 1.52 **Total Procurement Value** means the total value of a requirement being procured, excluding applicable taxes and duties, inclusive of all known and budgeted phases. For purchasing arrangements that exceed one year, or allow for optional extensions, the Total Procurement Value includes the original term and the estimated value of any planned extensions.
- 1.53 **Town** means The Corporation of the Town of Whitby, its successors, and assigns.
- 1.54 **Town Solicitor** means the Commissioner of Legal and Enforcement Services/Town Solicitor for the Town of Whitby or designate.
- 1.55 **Vendor** is a supplier, individual, partnership, bidder, consultant, or any entity that is responding to a procurement process; seller or provider of Goods and/or Services or Construction to the Town.

2. Ethics

The Ontario Broader Public Sector Supply Chain **Code of Ethics** is based upon the tenets listed below. All members of Council and all employees who are authorized to purchase goods, services, or construction on behalf of the Town are to adhere to the following code of ethics below:

Personal Integrity and Professionalism

The public expects their taxpayer money to be used with integrity, due diligence, and care. Individuals involved with procurement activities are expected to conduct themselves with integrity and professionalism, show respect for each other and the environment, and safeguard confidential information. Members of Council and employees shall not engage in any activity that may create, or appear to create, a Conflict of Interest including, but not limited to, the acceptance of gifts, preferential treatment, or public endorsement of a vendor or product.

No member of Town staff or Council may receive a personal benefit from any Town contract for goods and/or services or benefit from the very nature of their employment with the Town or position held on Council.

Accountability and Transparency

All activities involved in the procurement of Goods and Services must be fair, open and transparent and conducted with a view to obtaining the best value for public money. Resources shall be used in a responsible, efficient, and effective manner.

Compliance and Continuous Improvement

The Town has established and will regularly review the policies and procedures around procurement. Staff will operate under the core values of the Town's Strategic Plan, continuously work to improve procedures, procurement knowledge and skill levels, and share leading practices.

The Town's Employee Code of Conduct, Council Code of Conduct, Public Code of Conduct, and any other relevant policy or procedure, shall govern appropriate conduct and decision making within the authority granted under this Policy.

Purchasing Staff involved in the procurement process shall maintain membership and subscribe to the principles and purchasing ethics established by NIGP: The Institute for Public Procurement, the Ontario Public Buyer's Association (OPBA), and/or Supply Chain Management Association Ontario (SCMAO).

3. Responsibilities

3.1 Responsibilities of Council

- 3.1.1 It is the role of Council to establish policy and approve expenditures through the Town's budget approval process.
- 3.1.2 Council is responsible to approve and adopt a Procurement Policy; to actively support the Procurement Policy; and approve amendments, as required.
- 3.1.3 Council will consider and approve, if appropriate, Contract Awards for Procurements not compliant with this Policy or Procurements that exceed the delegated authority of staff set out in Section 5 and Schedule D Procurement Methods and Authority / Delegated Authority.

3.2 Responsibilities of the Chief Administrative Officer (CAO)

- 3.2.1 The CAO shall approve amendments to this Policy which are minor in nature and which do not result in a change to the intent of the Procurement Policy.
- 3.2.2 The CAO shall actively support the Procurement Policy.
- 3.2.3 The CAO acts as signing authority in accordance with this Policy, the Delegation of Authority Policy, and the Signing Authority By-law.

3.3 Responsibilities of the Treasurer

- 3.3.1 The Treasurer shall operate a centralized procurement division in accordance with the requirements of this Policy.
- 3.3.2 The Treasurer shall actively support this Policy and recommend necessary amendments. Except as otherwise set out in this Policy, the Treasurer shall provide final interpretation and ruling in regard to implementation of this Policy.
- 3.3.3 The Treasurer is hereby authorized to pay for any goods and/or services purchased by the Procurement Division in accordance with this Policy and procurement procedures.
- 3.3.4 The Treasurer acts as signing authority as it relates to contracts for goods or services in accordance with this Policy, the Delegation of Powers and Duties Policy, the Signing Authority By-law, and Financial Control Policy.

3.4 Responsibilities of the Purchasing Officer

- 3.4.1 The Purchasing Officer shall operate a centralized procurement division in accordance with the requirements of this Policy and prepare and maintain procedures required to implement the provisions of this Policy.
- 3.4.2 The Purchasing Officer is responsible for ensuring the greatest value for the Town by exercising professional purchasing practices, free from influence and interference, and encourage economies of scale savings through standardization and open and competitive bidding.
- 3.4.3 The Purchasing Officer shall monitor compliance with this Policy and shall report non-compliance to the Treasurer.
- 3.4.4 The Purchasing Officer is authorized to dispose of items, including obsolete assets or equipment, if no longer useful for municipal purposes and declared surplus in accordance with the Disposal of Surplus Assets Procedure. The net revenue from the sale of any asset or equipment shall be allocated to a Reserve Fund unless otherwise directed by the Treasurer.
- 3.4.5 The Purchasing Officer shall report as required for procurements applicable to the thresholds of applicable Trade Agreements.
- 3.4.6 The Purchasing Officer is responsible for the duties of the Procurement Division as set out in this Policy and the procurement procedures.

3.5 Responsibilities of the Department Head

- 3.5.1 Department Heads shall actively support this Policy; be responsible for and ensure that all Goods and Services within the Department Head's department are acquired in accordance with the Procurement Policy, Budget, Financial Control policies, Risk Management requirements, procurement procedures, and best practices.
- 3.5.2 The Department Head acts as signing authority jointly with the Treasurer in accordance with this Policy, the Delegation of Powers and Duties Policy, and the Signing Authority By-law.
- 3.5.3 The Department Head ensures that the Department retains all signed contracts and agreements in accordance with this Policy and the Corporate Records Retention By-law.
- 3.5.4 To promote a fair, open, and transparent procurements, the Department Head ensures that the Department effectively plans for procurements to allow sufficient time to follow the requirements of the Procurement Policy, procurement procedures, as well as the requirements of applicable trade agreements and legislation.

4. General

- 4.1 This Policy is to be read in its entirety.
- 4.2 This Policy shall be read in conjunction with the Schedules and written procurement procedures that provide detail to the administration and governance of this Policy.
- 4.3 Staff and members of Council may obtain supplementary guidance related to Procurements from the related procedures.
- 4.4 **Confidentiality:** No elected or appointed official, employee or consultant of the Town shall divulge unit prices paid by the Town. In the case of Open Competition, Bids, or other Procurements, the total price may be revealed. The Purchasing Officer may disclose these costs where necessary to other agency Procurement professionals if required for co-operative procurement requirements for which the Town is a participant.
- 4.5 Except as provided for in Section 13 related to In-House Bids, no elected or appointed official (including appointed members of the Town's committees or boards), or employee of Town shall submit a Bid or seek to be a Bidder for any Procurement by the Town.
- 4.6 Procurement of Goods and Services must be made in accordance with this Policy unless otherwise approved by the Purchasing Officer, Treasurer and CAO.
- 4.7 No employee of the Town, nor consultant engaged by the Town, shall divide a purchase or a contract with the intent of avoiding the requirements of this Policy, nor shall purchases be split in order to circumvent prescribed approval authority dollar limits/thresholds outlined in this Policy and Schedule D Procurement Methods and Authority / Delegated Authority and as defined under Total Procurement Value.
- 4.8 Personal Purchases shall not be made by the Town for any member of Council; or any Committee or Board member; or employee unless specifically authorized by Council.
- 4.9 No procurement may be initiated unless there is funding, approved by Council, sufficient to pay for the estimated Total Procurement Value or unless the procurement is initiated and specifies that the Award is conditional upon funding approval by Council or deemed an emergency.
- 4.10 Prior to the solicitation of a Bid, or engaging any Vendor, the Department is to determine if there is a contract already in place for Goods or Services and utilize any Blanket Contract, Registry, or other such contract, if available.
- 4.11 Where there is no contract available, the appropriate procurement method based on Total Procurement Value, shall be followed for the procurement of Goods and Services.

- 4.12 Departments should properly plan for a Procurement allowing sufficient time to develop Specifications and for Vendors to develop Bids in response to the Town's procurement.
- 4.13 Responsibility over the procurement process and authorization to Award procurement contracts within the defined thresholds and conditions as defined in Section 5 and Schedule D to this Policy.
- 4.14 In accordance with Schedule D, Change Orders may be made within the approved budget.
- 4.15 Any person involved in a Procurement with a Conflict of Interest shall withdraw from participation in the Procurement as soon as the Conflict of Interest is recognized or known and notify the Purchasing Officer.
- 4.16 **Sustainability Considerations:** The Town shall make attempts to preserve the environment, reduce greenhouse gas emissions and encourage the procurement of Goods and Services with due regard to sustainable practices and the preservation of the natural environment. Vendors may be selected, as identified in a procurement process, to supply goods made by methods resulting in the least damage to the environment, and/or to supply goods incorporating recycled materials where practicable. It is to be understood that lifecycle cost or other such analysis may be required to ensure that these goods and services are financially viable and available at competitive prices.
- 4.17 **Accessibility Considerations:** When purchasing Goods and Services, staff are required to incorporate accessibility design, criteria, and features in accordance with the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, ("AODA") and the *Integrated Accessibility Standard Regulation* (O.Reg.191/11), both as amended, and any other applicable AODA regulations.
- 4.18 **Bid Cancellation:** The Purchasing Officer and the Department Head, with Town Solicitor consultation if deemed required by the Purchasing Officer, shall have the authority to cancel a Bid Solicitation where a substantial change in the scope of work or specifications is required; the Goods and/or Services requested no longer meet the Department's needs; the integrity of the procurement process has been compromised; or the lowest Compliant Bid exceeds the approved budget.

5. Procurement Approval and Contract Award/Execution Authority:

5.1 Procurement Methods and Authority/Delegated Authority

- 5.1.1 Procurement methods and authority (including delegated authority to staff) related to all procurements is detailed in Schedule D. Schedule D sets out delegated authority to staff for:
 - a) Administering a procurement process;
 - b) Approving the Award of a contract;
 - c) Action of all Contracts subject to the provisions of this Policy, requiring execution, unless Awarded by Purchase Order only, shall be signed in

accordance with the Signing Authority By-law or Delegated of Powers and Duties Policy;

- d) Entering into a contract through the execution of a legal agreement and/or the issuance of a purchase order.

Contracts shall be in a form satisfactory to the Town Solicitor and Risk Management and executed in accordance with this Policy, the Delegation of Powers and Duties Policy, and the Signing Authority Bylaw, where applicable.

5.2 Tie-bid

- 5.2.1 In a situation where in the opinion of the Purchasing Officer a competitive bid process has been completed, and two or more identical compliant bids are received providing equal quality, service, and cost with no documented performance concerns, the order of priority of acceptance shall first be to the:

- a) “Local Bid” meaning a Bid submitted by a Bidder who operates a business located within the Town of Whitby; followed by the
- b) “Regional Bid” meaning a Bid submitted by a Bidder who operates a business located within Durham region.

5.3 Conditions of the Delegated Authority:

- 5.3.1 Town staff shall prepare a report to Town Council prior to the Award of a contract for approval, unless the Award and approval of the contract has been delegated to staff as set out by Schedule D.

- 5.3.2 Any Delegated authority to Award a contract outlined in this Policy are subject to all of the following conditions:

- a) There is sufficient funding in the Approved Budget;
- b) The procurement process was conducted in accordance with this Policy and all applicable procedures;
- c) For all Open Competition procurements, the Award is made to either the highest-ranking bidder or lowest priced (as applicable) Compliant Bidder in accordance with Town procurement procedures;
- d) The legal agreement, if required by the procurement, and any ancillary documents have been prepared in a form satisfactory to the Town Solicitor and Risk Management; and
- e) The Vendor has provided the required insurance, any required surety, Workplace Safety and Insurance Board certificates and satisfied the Town’s AODA and Sustainability requirements, all in a form satisfactory to the Town.

5.4 Quarterly Council Reporting

- 5.4.1 The Purchasing Officer shall prepare a quarterly information Staff Report to Council of all Awards of competitive Bids within the Approved Budget with a Total Procurement Value greater than, or equal to, \$250,000 approved under the delegated authority set out in Schedule D.

6. Staff Delegation during Council Recess

- 6.1 The Council Recess is any period of time where there are no scheduled Council meetings. Notwithstanding any other provision in this Policy, to ensure the continuous provision of Town services and timely construction/delivery of various projects, the Chief Administrative Officer and Treasurer are provided the following additional delegated authority during the Council Recess:
- a) In consultation with the Purchasing Officer, the Chief Administrative Officer and Treasurer are authorized to accept and approve Limited Tendering procurement Awards in excess of the \$100,000 threshold outlined in Schedule D provided such Awards are within the Approved Budget allocation; and
 - b) In the event that Awards for Request for Tenders, or Request for Proposals, exceed the Approved Budget allocations, the Chief Administrative Officer and Treasurer are authorized to approve the Award if the Award is deemed to be in the best interest of the Town and following prior notice provided to Council.
- 6.2 All Awards made under the additional delegated authority provided for in Section 6 will be reported to Council, as information, following the Council Recess or any lame duck period.

7. Reserved Rights

The Town reserves the right not to accept any Bid submitted if the Treasurer and Town Solicitor, in their sole discretion, deem it to be in the best interests of the Town and/or if the Bid contains a Tendering Irregularity outlined in Schedule B.

Further, the Town shall not be required to Award a Contract:

- a) Where only one Bid has been received;
- b) Where the lowest bid, from a Compliant Bidder, exceeds the Approved Budget for the goods or services; or
- c) When all Bids fail to comply with the mandatory requirements of the Request for bid.

8. Request for Tender (\$100,000 +)

- 8.1 All Request for Tenders for Goods and Services of \$100,000 and above in value will be issued by the Procurement Division through an Open Competition in accordance with the Town's Open Competition process (including the Registry and Prequalification process outlined in Section 20).
- 8.2 All bids will be analyzed by the Procurement Division and the Department Approver with a Contract Award made to the lowest priced Compliant Bidder.
- 8.3 Staff have authorization to Award all Request for Tender Contracts in accordance with Schedule D.
- 8.4 All records related to the Request for Tender will be filed in accordance with the Town's Corporate Records Retention Policy.

9. Request for Proposal (\$100,000 +)

- 9.1 All Request for Proposals for Goods and Services over \$100,000 in value will be issued by the Procurement Division through an Open Competition in accordance with the Town's Open Competition process.
- 9.2 Criteria for the evaluation and ranking of the Request for Proposal Bids are determined by the Department Approver and the Procurement Division prior to the issuance of the Request for Proposal.
- 9.3 All Bids will be reviewed by an Evaluation Committee, facilitated by the Procurement Division, with Contract Award made to the highest-ranking Compliant Bidder.
- 9.4 Staff have authorization to Award all Request for Proposal Contracts in accordance with Schedule D.
- 9.5 All records related to the Request for Proposal will be filed by the Procurement Division, in accordance with the Town's Corporate Records Retention Policy.

10. Request for Quotation

- 10.1 For a Request for Quotation \$10,000 or greater to less than \$25,000 for non-Professional Goods and Services, and a Request for Quotation of \$10,000 or greater to less than \$50,000 for Professional Services, the following policies apply;
 - 10.1.1 The **Department** may issue a Request for Quotation for the acquisition of Goods and Services.
 - 10.1.2 The **Department** will solicit written quotations from a minimum of three qualified Vendors, in accordance with Schedule D and the Town's procedures.
 - 10.1.3 Contract Awards for Request for Quotations may be made by the **Department Approver** in accordance with Schedule D to the lowest priced Compliant Bidder.
 - 10.1.4 All records related to the Request for Quotation will be filed by the Department in accordance with the Town's Corporate Records Retention Policy.
- 10.2 For a Request for Quotation \$25,000 or greater to less than \$100,000 for non-Professional Services, and a Request for Quotation of \$50,000 or greater to less than \$100,000 for Professional Services, the following policies apply;
 - 10.2.1 The **Procurement Division** will issue a Request for Quotation for the acquisition of Goods and Services.
 - 10.2.2 The **Procurement Division**, in consultation with the Department will solicit written quotations from a minimum of three qualified Vendors in accordance with Schedule D and the Town's procedures.
 - 10.2.3 In consultation with the Department Approver and in accordance with Schedule D, contract Awards for Request for Quotations may be made by the Procurement Division to the lowest priced Compliant Bidder.
 - 10.2.4 Staff have authorization to Award all Request for Proposal Contracts in accordance with Schedule D.

- 10.2.5 All records related to the Request for Quotation will be filed by the Procurement Division, in accordance with the Town's Corporate Records Retention Policy.

11. Cooperative Purchasing

- 11.1 The Town may participate in cooperative purchasing or joint purchasing initiatives with other municipalities, regions, local boards and other public or not for profit agencies when determined by the Department and the Purchasing Officer to be in the Town's best interests through savings or efficiency.
- 11.2 Cooperative Purchasing must be facilitated by the Procurement Division. The Purchasing Officer shall ensure that any cooperative procurement the Town participates in is carried out in a manner consistent with applicable trade agreements and meets the goals and objectives of the Town's Policy. If the Town is leading the cooperative or joint purchasing initiative, the Purchasing Officer shall ensure that the Town's Policy is followed.
- 11.3 Delegated authority for approval of contract Awards for the Town's portion of cooperative purchases is outlined in Schedule D.

12. Acquisitions from other Government Bodies or Buying Groups

- 12.1 The Purchasing Officer may acquire goods or services directly from:
- a) a federal, provincial or municipal body;
 - b) a provincially funded agency or board; or,
 - c) a vendor thereof.
- 12.2 In the case of Provincial Vendor of Record Arrangements, Federal Standing Agreements, not-for-profit Buying Groups, the Procurement Division may take advantage of opportunities without further competitive bid(s) if they are deemed by the Department and the Purchasing Officer to be in the Town's best interests provided the scope is not materially different from that which was bid and the Purchasing Officer is satisfied that the market has been tested appropriately.
- 12.2.1 A second stage quotation process may be required as determined by the Purchasing Officer.
- 12.3 The Town will publish a notice annually of its participation in contracts under the Bid Opportunities section on the Town's website.

13. In-House Bids

- 13.1 In-house bidding is a process where an internal department competes with external entities for procurement opportunities. Unless specifically directed by Council, the Town does not permit in-house bids for the purchase of Goods and Services. If Council at any time determines in-house bidding to be appropriate, all potential bidders shall be advised in the bid document that in-house department(s) will be permitted to bid in the procurement opportunity.

14. Limited Tendering - Single/ Sole Source

- 14.1 The procurement of materials, parts, supplies, equipment, or services without competition is done when the Purchasing Officer and Department Head jointly agree that one, or more, of the conditions outlined in Schedule C apply.
- 14.2 Single and Sole Source procurements are administered by the Procurement Division in accordance with the Town's procurement procedures.
- 14.3 Authorization to Award Single or Sole Source contracts are outlined in Schedule D and based on CFTA thresholds in accordance with Annex 504.4, as amended.

15. Limited Tendering - Emergency Purchase

- 15.1 Notwithstanding any other provision of this Policy, where an Emergency exists, a Department Head or department designate(s) may authorize the Purchasing Officer or any employee to acquire required goods or services in an expedited manner. The Department Head shall consider the nature and urgency of the unexpected requirement and determine the appropriate process to obtain such Goods and Services at the lowest obtainable prices, giving due consideration to the emergency nature of the situation.
- 15.2 Situations of urgency may not constitute an emergency, alternate bid processes can be utilized as directed by the Purchasing Officer.
- 15.3 The Department Head shall notify the CAO, Treasurer and the Purchasing Officer of all emergency purchases within 24 hours following the purchase(s).
- 15.4 Emergency Purchases in excess of \$100,000 will be reported to Council by the Department, as information, at the earliest opportunity to inform Council of the nature of the emergency and actions taken.

16. Limited Tendering - Direct Negotiations

- 16.1 Direct negotiations may be conducted through the Procurement Division under the circumstances identified in Schedule C.

17. Standardization

- 17.1 Standardization identifies specific procedures, documents, requirements, equipment, or manufacturers that best fits the Town's needs and may limit Suppliers.
- 17.2 All standardization recommendations must be approved in accordance with Schedule D and have a reasonable time limitation no longer than five (5) years before a re-evaluation.
- 17.3 Following approval of the standardization, procurements (including any Limited Tendering – Single Source or Sole Source procurements) may proceed with specific products, equipment, or Vendors within the time limitation no longer than five (5) years.
- 17.4 Authorization to Award Contracts related to a Procurement of standardized goods or services shall be in accordance with Schedule D (within the thresholds

and method of procurement employed) and will be reported in accordance with Section 5.

18. Registry and Prequalification

- 18.1 Vendors may be placed on a Registry, or a Prequalification list, following an Open Competition in accordance with the Town's Open Competition Procedure for the provision of Goods or Services that are required on a regular basis or for a particular project.
- 18.2 If the Procurement Division has established a Registry, or a Prequalification list, of Vendors for a Good or Service in accordance with the requirements of the trade agreements, the Town may solicit a Bid directly from a Vendor or Vendors on the Registry, or Prequalification list.
- 18.3 Authorization to Award Contracts related to a Registry or Prequalification list shall be in accordance with Schedule D (within the thresholds and method of procurement employed) and will be reported in accordance with Section 5.

19. Request for Information and Expression of Interest

- 19.1 The Procurement Division may issue an Expression of Interest (EOI) or Request for Information (RFI) to determine potential vendors or products in the market that may be available to meet the Town's needs.
- 19.2 This is a non-binding process that does not result in an Award of Contract. Results from this process may be used to develop a scope of work, product specifications, or a list of vendors that have expressed their interest in a particular Town project.

20. Vendor Eligibility

- 20.1 As determined by the Department in consultation with the Purchasing Officer, Treasurer, and Solicitor, the Town reserves the right to not consider a Bid from, or Award a Contract to, a Vendor (including its employees, contractors and subcontractors) that;
 - 20.1.1 has been terminated with cause by the Town;
 - 20.1.2 has received an unsatisfactory or poor performance review on any previous or current Contract;
 - 20.1.3 has a Conflict of Interest, as determined by the Town in its sole discretion;
 - 20.1.4 is currently a party in any litigation involving the Town; or,
 - 20.1.5 deemed by the Town to not be in the best interest of the Town to proceed with an Award.
- 20.2 No bid submission shall be accepted from any Vendor suspended in accordance with the Town's Vendor Performance Procedure, nor shall any Purchase Order be issued for payment during any term of a suspension.

- 20.3 All Vendors providing Goods or Services to the Town shall, within the stated timeframes, be in full compliance with Ontario Regulation 191/11, *the Integrated Accessibility Standards Regulation* under the AODA, both as amended. If requested by Town staff, an eligible Vendor shall provide proof of AODA training to the satisfaction of Purchasing Officer.
- 20.4 All employees of an eligible Vendor will be fully trained and compliant with all Provincial health and safety regulations as they relate to the work being completed.
- 20.5 All Vendors providing Goods or Services to the Town shall provide the requested insurance and ensure compliance with the requirements of the *Workplace Safety and Insurance Act*, S.O. 1997, c. 16, Sched. A, as amended, and maintain such coverage throughout any contract, as necessary.

21. Restricted Communication Period

- 21.1 All communications by any Bidder, or any subcontractor of the bidder, to or from any of the Town's elected or appointed officials, consultants, or employees with respect to any Bid or Open Competition are prohibited during the Restricted Communication Period.
- 21.2 Notwithstanding Section **Error! Reference source not found.**, should any communication between Bidders and the Town be necessary during the Restricted Communication Period, such communication will be made to, or initiated by, the Town's Procurement Division, and shall be limited to obtaining information or clarification necessary in order to ensure a proper and accurate evaluation of a Bid or Bids.
- 21.3 The Town shall not disclose any information related to any potential outcome of the evaluation of the submissions, or any information related to any content of the submissions, during the Restricted Communication Period.
- 21.4 Any communications initiated by Bidders regarding a bid during a Restricted Communication Period except as permitted in Sections 21. may be grounds for disqualifying the offending Bidder and corresponding Bid from consideration for the Award of a Contract and/or may result in a suspension of the Bidder from future Town bid processes.

22. No Lobbying

- 22.1 All prospective Bidders or potential Vendors are prohibited from lobbying any elected or appointed official (including any member of Council), employee, or consultant of the Town, as well as any appointed member or employee of any Town Board, to attempt to influence the Award of a contract or the conduct of a Procurement. The Town may reject any Bid by a Bidder, Supplier and/or Vendor that engages in such lobbying, without further consideration, and may terminate the said Bidder, Supplier and/or Vendor's right to participate in the Procurement and/or provide Goods or Services to the Town.

- 22.2 Without limiting the generality of Section 22.1, all prospective bidders are prohibited from communicating with any elected or appointed official (including any member of Council), employee, or consultant of the Town, as well as any appointed member or employee of any Town Board, with respect to a Bid or Open Competition during the Restricted Communication Period. The Town reserves the right reject any Bid by a Bidder, Supplier and/or Vendor's that engages in such lobbying, without further consideration, and may terminate that Bidder, Supplier and/or Vendor's right to continue in the Procurement.

23. No Local Preference

- 23.1 All procurement processes are to be conducted so as not to unduly exclude local vendors, while at the same time maintaining the duty to be fair, open, and transparent to all Bidders in accordance with legislation, trade agreements, and best practices.
- 23.2 The Town endeavours to achieve the best value in its commercial transactions. Accordingly, the Town will not be bound to purchase Goods or Services based upon Canadian content, nor shall the Town practice local preference in Awarding contracts, unless specifically required to do so under the authority of an upper tier government body.
- 23.3 Ontario's *Discriminatory Business Practices Act*, R.S.O. 1990, c.D.12, as amended, has been established to prevent discrimination in of persons employed, or conducting business, in Ontario based on the grounds of race, creed, colour, nationality, ancestry, place of origin, sex, or geographical location.

Exceptions may be made for a Tie Bid situation as detailed under 5.2 Tie bids.

- 23.4 Notwithstanding any other provision in this policy, for the period April 29, 2025 to March 31, 2026, the Town of Whitby is prohibiting U.S. Businesses from participating in Procurements (Quotes, Tenders, Request for Proposals) and will not award contracts to U.S. Businesses (as defined herein).

- 23.4.1 A U.S. Business means a supplier, manufacturer or distributor of any business structure (includes a sole proprietorship, partnership, corporation or other business structure) that:
- a. has its headquarters or main office located in the United States, or is a subsidiary of another corporation which is controlled by a corporation that has its headquarters or main office located in the United States and,
 - b. has fewer than 250 full-time employees in Canada at the time of the applicable procurement process.

23.4.2 Procuring from a U.S. Business is only allowed when:

- a. A U.S. Business is the only viable source for the good/service, and
- b. the procurement cannot be delayed.

For clarity, both of these conditions must be met.

- 23.4.3 Any entities which are already included on an existing Vendor of Record program such as OEMC or Canoe, or purchases through the Durham Purchasing Cooperative, will remain eligible even if they meet the definition of U.S. Business.

24. Supplier/Vendor Relations and Contract Management

- 24.1 Procurement Protests: Suppliers may formally protest the outcome of a procurement process in writing within 10 business days of being notified of a decision. Procurement Protests will be reviewed by the Procurement Review Committee. The committee will make a final decision respecting the matter under review. The decision of the Procurement Review Committee will be considered final and not subject to appeal.
- 24.2 Bid Debrief Requests: Bidders may request a debrief within 60 days following the date of contract Award notification of the successful proponent.
- 24.3 Contract Termination: A contract may only be terminated prior to its expiry date with the approval of the Department Head in consultation with the Purchasing Officer and the Town Solicitor.
- 24.4 Vendor Performance: The performance of a Vendor under contract must be monitored and tracked in accordance with the Vendor Performance Procedure. The summary results of any performance evaluation may be disclosed to other municipalities or government bodies upon request, where it can be demonstrated in writing that the Vendor has listed the Town as a work reference.
- 24.5 Vendors can be suspended from participating in future procurement processes for a set time period in accordance with Vendor Performance Procedures.

25. Tendering Irregularities

- 25.1 A tendering irregularity is a variance between the requirements (terms, conditions, Specifications, special instructions) of a Bid request and the information provided in a Bid submission.
- 25.2 If, in the opinion of the Purchasing Officer, any Bidder has misrepresented the value of the Goods and/or Services to be provided as reflected in its Bid price/fee, the Purchasing Officer may reject the bid as unbalanced or not representative of the scope of the goods and/or services).
- 25.3 Common Tendering Irregularities are outlined Schedule B along with the Town's actions in addressing the common Tendering Irregularity.
- 25.4 The Purchasing Officer shall have the authority to determine the appropriate Town action for addressing a Tendering Irregularity not outlined in Schedule B.

26. Exemptions

Items listed in the schedule of exemptions, Schedule A, are excluded from the Procurement requirements of this Policy. These items shall have been provided for in

the current Operating or Capital Budgets of the Department incurring the expense(s) and shall be subject to all other limitations and conditions within this Policy.

This Policy is hereby approved by Council Resolution # 83-25 on this 28th day of April, 2025.

Schedule A - Exemptions

Exemptions from the requirements of the Procurement Policy

In consultation with the Purchasing Officer, it may be determined that a competitive bidding process is not required for the following categories:

1. Refundable Business Expenses (in accordance with Staff Expense Reimbursement policy/ Council Expense Policy)
 - a. Reimbursable business expenses
 - b. Meal allowances
 - c. Petty cash reimbursements (in accordance with Petty Cash Procedure)
2. Professional Development, Education, and Training
 - a. Conferences, seminars, courses, eLearning, memberships
 - b. Staff development
 - c. Subscriptions, periodicals, reference material, data source, market research
3. Corporate General Expenses
 - a. Payroll and Benefit Premiums and remittances
 - b. Workplace Safety and Insurance Board (WSIB) remittance
 - c. Insurance premium payments, claim settlements and adjuster Services, damage claims
 - d. Annual audit fees and related audit services
4. Human Resource related services
 - a. Employee medicals, counselling services for staff
 - b. Recruitment services (posting, recruitment fee, temporary staffing)
 - c. Honorarium(s) (upon the approval of both the Department Head, Financial Services and Treasurer and Head, Organizational Effectiveness)
5. Communications related services
 - a. Advertising,
 - b. Public relations services
 - c. Media and social media monitoring services
6. Charges from other government agencies, including but not limited to;
 - a. Regional Permits
 - b. Cross Boundary Agreements
 - c. Fire Dispatch Agreements
 - d. Radio Trunking License, radio system licensing
 - e. Vehicle Licensing
 - f. Police Services
 - g. Bank/ Financial Services, brokerage fees, commissions
 - h. Committee fees
 - i. Ontario Land Surveyor
7. Legal and related Services (as authorized by the Town Solicitor and/or Head, Organizational Effectiveness)

- a. Legal counsel, law clerk, notary, court services, and professional and expert Services, as required
 - b. Legal counsel, professional and expert services for employment and labour legal matters, as required
 - c. Arbitrators, mediators, and investigators, including those related to employment matters
- 8. Appraisal charges, real estate transactions, land transactions, environmental expertise related to the purchase or sale of property, acquisition or rental of land, existing buildings, or other immovable property
- 9. Renewals of Licenses and annual maintenance, support for procured software or application
- 10. Translation, interpretive services, Braille services, TTY
- 11. Development specific hiring of a Supplier or Vendor to complete project deficiencies related to a Developer, to complete work where a project has been abandoned, or where a Developer is negligent, all where funds to complete work are being drawn from deposits or financial securities held by the Town
- 12. Catering for staff functions or events
- 13. Providers of artistic, creative, and recreational instructors such as dance/yoga/gymnastic, leisure programs, historical experts, artistic designers, artist fees, procurement of art for public building or site, design contest winner
- 14. Utilities for which there exists a monopoly
- 15. Utility related:
 - a. Servicing, plant modifications, relocations by Utility when the work, or services of a specific vendor are deemed required by a Utility or regulated authority
 - b. Postage, courier services
 - c. Other regulated authorities operating within and across municipal right of ways (e.g. Rail, Transit, Bell Canada, 407 ETR, MTO, Metrolinx)
 - d. Elexicon Energy – as a major shareholder it may be permissible, for the Town to solely procure Goods and/or Services from Elexicon Energy, or its subsidiaries, when the Town's best interests are served
- 16. Procurements with non-profits, international aid, and government-to-government.
- 17. Any exemption and/ or non-application that can be established to be in accordance with applicable trade agreements, as amended.

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

Approvals are to follow the Corporate Signing Authority by-law, financial control policies and practices. Proof of Insurance(s) and WSIB coverage as required wherever applicable.

Schedule B - Tendering Irregularities

The following Tendering Irregularities will be dealt with as specified below:

Tendering Irregularities - eBidding Submissions

In addition to any applicable irregularities noted in General Tendering Irregularities, the following Tender Irregularities specific to the eBidding process will be dealt with as specified below:

Irregularity	Response
Late bids.	Automatic rejection. Electronic Bidding System shall not accept late Bid Submissions.
Bid does not properly respond to Addenda.	Automatic rejection.
Bid Form Declaration not accepted.	The electronic Bidding System will not accept bids unless the Bidder has checked a box confirming authority to submit a bid
Bids received on documents other than those provided in the eBidding system.	Automatic rejection.
Bid submission is received in manner other than that indicated in Document.	Automatic rejection.
Bid received from a bidder who is not a Registered Plan Taker.	Automatic rejection.
Scanned page(s) are not legible or are blank.	Where page is identified as mandatory – automatic rejection.
Digital Bid security/ Bid bond <ul style="list-style-type: none">• Unable to digitally verify digital bond• Scanned digital bid bond	Automatic rejection.

Tendering Irregularities – General (if applicable)

Irregularity	Action
Late Bids or bids delivered to a location other than specified in the Bid document.	Automatic rejection and return to Bidder unopened.
Bids completed in pencil or illegible.	Automatic rejection.
Unsealed formal quotation, tender or Proposal.	Automatic rejection.
Agreement to Bond forms <ul style="list-style-type: none"> • Bond company seal or equivalent proof of authority to bind company or signature missing • Coverage amounts incorrect 	24 hours to correct.
Bid Bond <ul style="list-style-type: none"> • corporate seal or equivalent proof of authority to bind the Bidder or the bonding company or missing signature of either the bonding company or the Bidder • insufficient amount • missing from submission when required • not in format requested 	Automatic rejection.
Other Bid security <ul style="list-style-type: none"> • uncertified cheque • cheques drawn on other than an approved bank • insufficient amount • not provided when required 	Automatic rejection.
Proper response template or label not used	Acceptable only if received before closing in the stipulated location and the Bid envelope or wrapping includes all information to clearly and accurately identify the Bid and the Bidder.

Irregularity	Action
Counter-offer bids: bids that have been restricted by a strikeout, added statement that contradicts, limits, or changes the intent of the Bid document. A conditional offer that modifies or limits the terms, conditions, or specifications of the bid request.	Automatic rejection unless allowed or instructed through addenda.
Bids received on documents other than those issued with the Bid.	Automatic rejection unless otherwise instructed in the Bid document or by addenda.
Corporate Seal missing	<p>Other proof of authority to bind is acceptable</p> <ul style="list-style-type: none"> • signature of witness or notary; and, • statement of Authority to Bind included with signature (e.g., Corporate indoor management statement at signing line) <p>One business day to correct.</p>
Pages missing	<p>If unit price pages are missing, the Bidder will be allowed twenty-four (24) hours from date and time of notification to provide the missing pages. No alternation of submitted total tender price will be permitted.</p> <p>If mandatory pages are missing – automatic rejection.</p>
Part Bids, not all items Bid	Automatic rejection unless specifically allowed by either the Bid document or addenda.
Bids containing minor clerical errors that have no impact on Bid price	Two (2) business days after notification of error correction to initial change or provide written agreement of change acceptance. The Purchasing Officer may waive this requirement.
Bidder corrections not initialed	<p>Two (2) business days after notification to initial corrections or provide written acknowledgement of correction.</p> <ul style="list-style-type: none"> • No change of pricing permitted

Irregularity	Action
	Purchasing Officer may waive this requirement.
Alternate items Bid, in whole or in part	Automatic rejection unless specifically allowed by either the Bid document or addenda.
Mathematical errors not consistent with unit pricing.	Purchasing Officer may not change unit price. Purchasing Officer may correct only if the intent of the Bidder is clear. If the intent is ambiguous or unclear the Bid must be rejected.
Obvious Mistake in Bid pricing	Where the Purchasing Officer has determined that there is an obvious mistake in pricing provided by the Bidder, the Bidder advise the Town in writing within twenty-four (24) hours after being notified of the mistake that the Bidder will withdraw their Bid OR allow their Bid to stand unaltered. Should the Town not receive a response from the Bidder within twenty-four (24) hours after being notified of the obvious mistake, the Bid may be rejected.
Addenda not acknowledged	Automatic rejection.
Bid received from a disqualified bidder or bidder not approved in a prequalification process	Automatic rejection.

Schedule C - Limited Tendering: Single / Sole Source

Provided that the intent is not to avoid competition among Vendors, Single and Sole source suppliers may be used when the Purchasing Officer and Department Head jointly determine that one or more of the following circumstances apply:

- a) When the goods or services are in short supply due to abnormal market conditions until fair market conditions are restored.
- b) When the extension of an existing contract would prove more cost-effective or beneficial if the change of supplier would cause significant inconvenience or duplication of costs.
- c) Where it is necessary or in the best interests of the Town to acquire non-standard items.
- d) When the procurement is for technical services in connection with the assembly, installation, or servicing of highly technical or specialized equipment or infrastructure.
- e) When the procurement is for replacement parts, components or services used in support of equipment specifically designed by the manufacturer; compatibility required and/or avoids duplication of costs.
- f) In situations of extreme urgency to limit the Town's liability or meet contractual timelines due to unforeseen circumstances.
- g) Exceptionally advantageous conditions that arise in very short term, non routine purchase e.g., liquidation, receivership, or bankruptcy.
- h) Procurement is confidential or privileged in nature and disclosure through open process would compromise government security, confidentiality, cause economic disruption and be contrary to the best interests of the Town.
- i) Where there is only one source of supply for the Goods or Services to be purchased or supply of Goods or Services are controlled (e.g., monopoly).
- j) The expertise of an individual organization or individual is deemed specifically required by the municipality.
- k) Patents, copyrights, control of raw material or other such conditions preclude competition.
- l) Health and Safety.
- m) Design contests or Municipal challenges approved by Council

Limited Tendering - Direct Negotiations

Provided that the requirements of the documentation are not unreasonably restrictive, Direct Negotiations with suppliers may be used when the Purchasing Officer, Solicitor, and Department Head jointly determine that one or more of the following circumstances apply:

- When bids have been solicited and no responsive bid has been received; or
- When the lowest bid received substantially exceeds the estimated budget; or
- When all bids fail to comply with the Specifications or conditions; and
- When it is impractical to recall the bid process.

Schedule D – Procurement Methods and Authority / Delegated Authority

**Approver listed, and Purchasing Officer must jointly agree on Contract Awards and compliance to the Policy and Procedures;

Good and Services:

Total Procurement Value	Type of Procurement	Procurement Process By	Authorization to Approve Contract Award / Execute Contract**
< \$10,000	Direct Award	Department	Department Approver
= \$10,000 < \$25,000	Informal Quote	Department	Department Approver
= \$25,000 < \$100,000	Quote/ RFP	Purchasing	Department Approver
= \$100,000 +	Tender / RFP	Purchasing	Department Head

Professional Services:

Total Procurement Value	Type of Procurement	Procurement Process By	Authorization to Approve Contract Award / Execute Contract**
< \$25,000	Direct Award	Department	Department. Approver
= \$25,000 < \$50,000	Informal Quote	Department	Department Approver
= \$50,000 < \$100,000	Quote/ RFP	Purchasing	Department Approver
= \$100,000 +	Tender / RFP	Purchasing	Department Head

Cooperative Purchasing (Town not leading procurement):

Within Approved Budget	Co-op Purchasing	Purchasing	Department Head
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Acquisition of Goods/Services from other Government bodies:

Within Approved Budget		Purchasing	Department Head
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Limited Tendering/Non-Competitive - Single/Sole Source*:

= \$10,000 < \$50,000	Single/Sole Source	Purchasing	Department Head
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=\$50,000 < \$100,000	Single/Sole Source	Purchasing	Department Head, Treasurer
\$100,000 to current trade agreement limit: Goods and Services \$121,200* Construction \$302,900* *CFTA Jan 1/22 to Dec.31/23 Annex 504.4		Purchasing	Department Head, Treasurer and CAO
Greater than Trade Agreement limit	Single/Sole Source	Department	Council

Limited Tendering/Non-Competitive - Emergency Procurement:

Total Procurement Value	Type of Procurement	Procurement Process By	Authorization to Approve Contract Award / Execute Contract**
Subject to Emergency situation as defined within this Policy	Emergency Procurement	Department	Department Head

Standardization:

> \$100,000	Standardization	Purchasing	Council
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Exempt Items (Schedule A):

Within Approved Budget	Exemption	Department	Department Head
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Change Order within Approved Budget (cumulative):

=\$25,000< \$50,000	Change Order	Department	Department Approver
=\$50,000 < \$100,000		Department	Department Head
=\$100,000+		Department	Department Head and CAO***
Not within Budget		Department	Council

***Add Treasurer if CAO is also Department Head