

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BYLAW NO. 2025-20

Being a Bylaw to adopt Purchasing Policies and Procedures
for The Municipality of Powassan

WHEREAS in accordance with Section 271 of the Municipal Act, S.O. 2001, c.25, imposes on municipalities the obligations to adopt policies with respect to the procurement of Goods and Services;

AND WHEREAS the Council of The Corporation of the Municipality of Powassan deems it expedient to adopt Purchasing Policies and Procedures for the Municipality of Powassan.

NOW THEREFORE the Council of the Corporation of the Municipality of Powassan enacts as follows:

1. That council adopts Purchasing Policies and Procedures for the Municipality of Powassan identified as Schedule "A", hereto attached and forming part of this Bylaw.
2. That this Bylaw shall come into force and take effect on the date of its final passing.
3. That Bylaws 2005-19, 2009-49, and 2013-35 are now repealed.

READ a FIRST and SECOND time and considered **READ a THIRD and FINAL** time and adopted as such in open Council meeting this the 7th day of October 2025, for the immediate wellbeing of the Municipality.



MAYOR



CLERK

SCHEDULE “A” TO BYLAW NO. 2025-20

PURCHASING POLICIES AND PROCEDURES

FOR THE

MUNICIPALITY OF POWASSAN

SEPTEMBER 2025

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SECTION 1

DEFINITIONS & INTERPRETATION

Defined Terms: Wherever a word is used in this Policy with its first letter capitalized, the term is being used as it is defined in this section. Where any word is ordinary case, its regularly applied meaning in the English language is intended. Defined terms may be used throughout this policy in different grammatical contexts. For example, the noun “Disposal” is defined. If it appears in its verb form, “Dispose”, with its initial letter capitalized, the definition applies with the appropriate amendment understood.

“Acquisition Method” means the process by which goods or services are procured. The Acquisition Method applied must correspond with the Acquisition Process provided herein.

“Administrator” means the head of the Municipal Administration.

“Award” mean authorization to proceed with the purchase of goods, services, and/or construction from a chosen supplier.

“Bid” means an offer or submission from a vendor in response to a request for quotation, tender, or proposal, which is subject to acceptance or rejection.

“Bid Bond” means the form of security required by the terms and conditions of Bid Solicitation documentation to guarantee that the successful bidder enters into a Contract with the Municipality of Powassan.

“Bid Solicitation” means a formal request for bids that may be in the form of a Request for Quotation, Request for Proposal, or Request for Tender.

“Contract” means a formal legal agreement between two or more parties, usually written, or a purchase order with binding legal and moral implications; usually exchanging goods and /or services for money or other consideration.

“Council” means the Council of the Corporation of the Municipality of Powassan.

“Department” means each division within the scope of the Corporation of the Municipality of Powassan including the office of the Chief Administrative Officer.

“Department Head” means a Municipal employee with administrative responsibilities for a Municipal department.

“Designate” means the authorized designate or such official as may be appointed to act on behalf of the authorized authority.

“Emergency” means a situation, or the threat of an impending situation, which may affect the environment, the life, safety, health and/or welfare of the general public, or the property of the residents of the Municipality, or to prevent serious damage, disruption of work, or to restore or to maintain essential service to a minimum level.

“Expanded Works” means approved construction projects in which an unexpected problem arises during construction, which does not expand the scope of the project but is necessary in order to deliver the original approved work.

“Goods” means moveable property including:

- a) the costs of installing, operations, maintaining or manufacturing such moveable property, and
- b) raw materials, products, equipment, and other physical objects of every kind and description whether in solid, liquid, gaseous, or electronic form, unless they are procured as part of a construction project.

“Highest Technical Bid” means the bid that would provide the Municipality with the best product or service as measured by the evaluation criteria.

“Holdback” means an amount withheld under the terms of the contract to ensure the complete performance of the contract and to avoid overpayment in relation to progress of work.

“Lowest Acceptable Bid” means the most cost efficient and effective bid and shall be the sum of all costs, including but not limited to, purchase price, all taxes, delivery, installation, warranty, life cycle cost, operating and disposal costs incurred for determining the lowest acceptable bid meeting the specifications.

“Municipality” means the Corporation of the Municipality of Powassan.

“Pre-Qualified Supplier” means a supplier of specific Goods or Services who is listed in Schedule “B” attached to and forming part of this bylaw.

“Progress Payment” means a payment made under the terms of a contract after the performance of the part of the contract in respect of which payment is made but before the performance of the whole contract.

“Purchase Order” means a legally binding contract between the Corporation of the Municipality of Powassan and a supplier to supply a specific quantity of goods or services confirming such things as time period, delivery, destination and price in a form acceptable to the Chief Administrative Officer and Department Head.

“Purchasing Policy” means the policy adopted by Bylaw of Council and amended from time to time by bylaw amendments by council.

“Quotation” means a request for prices on specific goods and/or services from selected vendors, which is submitted in writing or transmitted by facsimile or email as specified in the Request for Quotation.

“Request for Information” means a process where information is requested from vendors regarding the feasibility and availability of specific goods and/or services in the marketplace to determine if there are enough suppliers to justify a Request for Proposal.

“Request for Proposal” means a formal request for details on the supply of goods or the provision of services, which cannot be fully defined or specified at the time of the request. The suitability of any resulting proposal may be dependant upon non-price factors and may result in further negotiation between the parties.

“Request for Quotation” means a request in which the Municipality approaches three or more suppliers directly and obtains a written fixed price at which each supplier will provide specific goods, services, and/or construction.

“Request for Tender” means a formal request for sealed bids for the supply of goods, services, and/or construction in response to a publicly advertised request for bids. Used when the Municipality can specify its exact needs and price or qualifications of the supplier. The acceptance of a tender should result in a firm contract.

“Security Deposit” means a deposit of securities by a supplier that the Municipality may convert under defined conditions to complete the supplier’s contractual obligation, which may take the form of a certified cheque, money order, bank draft, irrevocable letter of credit, or Bid Bond.

“Services” means all professional, consulting, construction or maintenance services.

“Sole Source” means the procurement of goods, services, and/or construction that are unique to a particular supplier and cannot be obtained from another source.

“Supplier” means the vendor, individual, partnership, firm, corporation, or any entity that is carrying out business of providing goods and/or services to the Municipality.

“Time-Sensitive” means a situation for which the timing to initiate and/or complete the purchase is paramount but the time available to follow normal procedures is insufficient.

“Total Purchase Price” means the total final cost including all related expenses and taxes, and inclusive of any rebates or shared costs by a third party to the agreement.

“Treasurer” means the statutorily appointed Treasurer for the Municipality.

SECTION 2 PURPOSE, APPLICATION AND SCOPE

- 2.1** This Policy establishes the authority and sets out the methods by which Goods and/or Services will be purchased, and the process of how to dispose of Surplus Goods for the Municipality.
- 2.2** This Policy applies to all departments of the Municipality and may be adopted in principle, and at their discretion, by affiliate boards and commissions of the Municipality.
- 2.3** This Policy applies to the procurement of all Goods and/or Services, except for those items specifically identified in Section 7.1, and excluding the acquisition and disposition of real property.

SECTION 3 PURCHASING OBJECTIVES

- 3.1** To obtain the best value for the Municipality when procuring Goods and/or Services.
- 3.2** To encourage competitive procurement and ensure the principles of fairness, objectivity, transparency, and accountability are reflected in the Municipality’s procurement processes.
- 3.3** To adhere to the highest standards of ethical conduct and maintain appropriate controls over procurement processes reflective of the Municipality’s status as a public sector institution.
- 3.4** To ensure that Goods and/or Services acquired by the Municipality will comply with the Municipality’s requirements and with all standards, codes, and regulations prescribed by law, for maximum benefit to and to protect the health and safety of the Municipality, its employees, and the public.
- 3.5** To ensure compliance with all applicable trade agreements, laws, and regulations.
- 3.6** To ensure that both purchasing needs assessments and purchasing planning will consider alternatives, timing and supply strategies, and the effective and economical management of goods and services throughout their useful life.
- 3.7** To encourage the Procurement of Goods and/or Services with due regard to the preservation of the natural environment and the promotion of human rights and fair labour practices.
- 3.8** To encourage innovation and the use of technology which meet Municipal specifications and industry standards in order to ensure the utilization of the most efficient and effective processes and practices.
- 3.9** To have regard for the accessibility for persons with disabilities to the Goods and/or Services Purchased by the Municipality of Powassan, as well as to the Procurement Process itself.
- 3.10** With consideration to Appendix “D”, allow procurement decisions to consider the economic benefit to municipal, provincial, and Canadian economies.

SECTION 4 ACCESSIBILITY OBLIGATIONS IN PROCUREMENT

The Municipality is committed to meeting its obligations under the *Human Rights Code*, the *Ontarians with Disabilities Act (ODA), 2001*, and the regulations established under the *Accessibility for Ontarians with Disabilities Act (AODA, 2005)*.

To this end, Department Heads or their designates will consider accessibility during all phases of the Procurement Process, taking the following into consideration:

- a) The barriers (structural or technical) that people with disabilities might face in attempting to use the Goods and/or Services being acquired.
- b) Who the Goods and/or Services will be used by, for example members of the public or Municipal employees.
- c) The appropriate accessibility criteria and how it can be incorporated into the procurement process.

In cases where the Municipality is contemplating the acquisition of a service to be provided to the public by an external source, the procurement document will specify that the Supplier ensure that their staff receive customer service training, that is acceptable and approved by the Municipality, on interacting with people with disabilities and delivering the service appropriately.

During the Procurement Process, documentation will be kept acknowledging the Municipality's efforts to ensure compliance with the ODA and AODA. In cases where incorporating accessibility criteria and features into the acquisition are not practical, an explanation will be provided, upon request, and documented.

SECTION 5 RESPONSIBILITIES AND PROHIBITIONS

5.1 General Responsibilities

The procedures prescribed in this Bylaw shall be followed to make a contract award or to make a recommendation of a contract award to Council.

5.2 Separation of Roles

5.2.1 In accordance with best practices in municipal procurement, Council recognizes the need for a clear separation of political and administrative functions in relation to the Municipality's procurement operations. It is the role of Council to establish policy and to approve expenditures through the Municipality's budget approval process. Through this Bylaw, Council delegates to the Municipality's officers and employees the authority to incur expenditures in accordance with approved budgets through the procurement of Goods and/or Services in accordance with the rules and processes set out in this Bylaw.

5.2.2 To avoid the potential appearance of bias or political influence in procurement contract award decisions, members of Council will have no involvement in competitive procurement processes from the time those procurement process have been initiated through the advertisement or issuance of the solicitation document until a contract has been entered into with the successful bidder, except where Council is required to approve the contract award in accordance with Section 5.7 of this Bylaw.

5.3 Administration Responsibilities

The Treasurer and/or Administrator shall be responsible to make purchases on behalf of the Municipality in accordance with this Purchasing Bylaw. They may appoint designated officials to act on their behalf and on behalf of the Municipality to enter into contracts with third parties. The Administrator may

limit the purchasing authority of the designated officials, as deemed appropriate. The following are administration responsibilities:

- a) To be responsible for the administration of the Corporate Purchasing Policies, Guidelines and Procedures, and to continually review the corporate use of Goods and/or Services to ensure the Municipality is receiving the best quality, quantity, service, price, etc.
- b) To ensure that business transactions are conducted ethically and professionally.
- c) To advise on the practicability of specifications to ensure a maximum number of competitive bids and Supplier's ability to supply.
- d) To ensure that qualified Suppliers receive Requests for Tenders, Proposals, and Quotations.
- e) To advise and assist in the preparation of agreements when requested.
- f) To supply copies of the policies and procedures to all staff that have been delegated purchasing authority and training as required ensuring clear understanding of the corporate expectations.
- g) To maintain records of business transactions as required.

5.3 Department Head Responsibilities

5.3.1 Department Heads will acquire Goods and Services for the purposes of their departments and are accountable for achieving the specific objectives of the procurement project.

5.3.2 In acquiring Goods and Services, Department Heads shall:

- a) Ensure that approved budgetary allowances are not exceeded without the approval, obtained in advance, of the Administrator, Treasurer, or Municipal Council.
- b) Have the authority to award contracts in the circumstances specified in this Bylaw, provided that the delegated power is exercised within the limits prescribed in this Bylaw and the requirements of this Bylaw are met.
- c) Use no other form of procurement unless prior approval is obtained by resolution of Council.

5.4 Requirement for Approved Funds

5.4.1 The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts within the Council-approved Budget. It shall be the responsibility of the Department Head to ensure sufficient funds remain prior to commencement of the Procurement Process. This shall include verifying budgeted funds and those already committed with the Treasurer to ensure funds are available.

5.4.2 Prior to budgetary estimates receiving Council approval, regular operational expenditures shall be considered authorized, and all capital purchases shall require a resolution of Council prior to purchase.

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

- (i) the identification and availability of sufficient funds in appropriate accounts for the current year within the Council-approved budget; and

- (ii) the identification that the requirement for the requested goods and/or services will continue to exist in subsequent years and, in the opinion of the Treasurer, the required funding can reasonably be expected to be made available.

5.4.4 All purchase requests for contracts for which sufficient funds are not available and identified shall be rejected unless the deficiency is minimal and alternative funding has been identified.

5.5 Restrictions

The following activities are expressly prohibited:

- a) The division of a Contract for Goods and/or Services into two or more parts to avoid the application of the provisions of this Bylaw.
- b) The award of a Contract for Services where the services would result in the establishment of an employee-employer relationship.
- c) The purchase of any Goods, Services, or Construction by an employee, except in accordance with this Bylaw.
- d) The purchase by the Municipality of any goods or services for personal use by any member of Council, appointed officers, employees of the Municipality, or their immediate families.
- e) The acceptance of gifts, benefits, money, discounts, favours, or other assistance by elected officials, officers and employees, and their families.

5.6 Total Project Cost

Where this Bylaw prescribes financial limits on contracts that may be awarded on the authority of a Department Head, or provides for financial limits on contracts required to be reported to Council, for the purpose of determining whether a contract falls within these prescribed limits, the contract amount shall be the aggregate or sum of:

- all costs to be paid to the supplier under the contract; and
- all taxes, and
- less any rebates, and
- the extra cost, taxes, etc. resulting from any amendment after the initial contract has been made.

5.7 Prescribed Council Approval and Emergency Authority

Despite any other provisions of this Bylaw, the following Contracts are subject to Council approval:

- a) any Contract requiring approval from the Ontario Municipal Board.
- b) any Contract where the Total Acquisition Cost is greater than the amount allocated in the Council Approved Budget.
- c) in any case where the applicable Procurement Procedures set out in Section 6 have not been followed, or where the Treasurer and/or Department Head considers they cannot reasonably be followed.
- d) any Contract where a Good, Service, or Construction has a Total Acquisition Cost which exceeds \$50,000.00.
- e) any procurement from a Sole Source which exceeds \$25,000.00.

5.8 Confidentiality

The Municipality will make every reasonable effort to protect the privacy of those involved in a Procurement Process as per the *Municipal Freedom of Information and Protection of Privacy Act*.

SECTION 6 EXCEPTIONS & EXEMPTIONS TO METHODS OF ACQUISITION

6.1 Volatile Market Conditions

Notwithstanding the provisions of this Policy, where market conditions are such that long-term price protection cannot be obtained for a Good and/or Service, such as in the case of a fluctuating Canadian dollar, the Department Head will obtain competitive prices for short-term commitments until such time as reasonable price protection and firm market pricing is restored.

6.2 Sole Source Procurement

Purchase by Negotiation may be adopted if, in the judgment of the Treasurer and in consultation with the requisitioning Department Head, one or more of the following conditions apply:

- a) Goods and/or Services are in short supply due to market conditions.
- b) The sources of supply are restricted to the extent that there is not effective price competition, or consideration of substitutes is precluded due to any of the following:
 - a. Components or replacement parts for which there is no substitute.
 - b. There is only one Supplier who can provide the Commodity by the specified date required.
 - c. Specific standards are adopted by Council.
- c) Where compatibility with an existing product, facility, or service is required.
- d) Where a specific Supplier is deemed to have unique skills, abilities, or knowledge relating to the Good and/or Service requested.
- e) Where a Supplier has been secured through a competitive procurement process and it is deemed appropriate, for reasons of expedience and/or cost effectiveness, to use the same Supplier for other work incidental to that of their awarded Bid.
- f) After the procurement process has closed, it may be necessary for discussion to clarify and/or make significant revision(s) to the internally defined requirements of the call for Quotations/Proposals/Tenders.
- g) When only one Bid is received through the Procurement Process, and it is impractical to reissue the Bid Solicitation or amend the Bid requirements.
- h) Where the Lowest Acceptable Bid is excessive in total cost or substantially exceeds the estimated costs.
- i) There is documented evidence that the extension or reinstatement of an existing Contract would prove most cost effective or beneficial.

The Department Head requesting Sole Source Procurement must obtain written approval by the Treasurer before making a purchase. Upon approval from the Treasurer, further approval shall be required from Council for purchases over \$25,000.00.

6.3 Service Contract Renewal

Prior to the expiration of an existing Contract for Services, the Department Head shall prepare a report for Council summarizing the performance of the Supplier over the term of the Contract. Upon review of the report, Council may extend the term of the Contract provided that:

- a) The Supplier's performance in supplying the Goods and/or Services is considered to have met the requirements of the Contract; and
- b) Council and the Department Head agree that the exercise of the option is in the best interests of the Municipality.

6.4 Emergency Procurement

Notwithstanding any other provisions of this Bylaw, Goods and/or Services may be purchased on an emergency basis where they are required as a result of an unforeseen situation or event where time does not permit the use of a standard procurement procedure, and that is a threat to any of the following:

- Public health and/or safety.
- The maintenance of essential municipal services or to prevent the disruption of essential municipal services.
- The welfare of persons or of public property.
- The security of the Municipality's interests.

The objective of the Emergency Procurement process is for the Municipality to immediately procure a Good and/or Service that is required, using the most expedient method available. Wherever possible, economy will be taken into consideration.

In the situation where an emergency purchase must be completed, the emergency purchase must be documented and delivered, by the respective Department Head, to the Administrator or Treasurer.

For emergency purchases over \$10,000.00, the Department Head shall obtain the prior written approval of the Administrator or Treasurer. An information report shall subsequently be submitted to Council explaining the actions taken and the reason(s) therefore.

SECTION 7 PROCUREMENT PROCEDURES

7.1 General

- a) Except as listed in (b) immediately below, no procurement of any Good and/or Service shall be made unless it is made by a method or procedure authorized in this part.
- b) The purchasing methods and procedures described in this Section do not apply to the following Goods and/or Services:
 - i) Employer's general expenses which may include, but are not limited to:
 - Salaries, wages and benefits
 - Payroll deductions remittances
 - Licenses
 - Banking Fees
 - Debenture Payments
 - Council approved Grants and Donations
 - Petty Cash replenishment
 - Tax remittances
 - Debt and bank charges
 - Utilities
 - Insurance premiums
 - Routine roads maintenance
 - Office supplies and maintenance
 - Office equipment
 - Postage
 - Equipment maintenance
 - Refunds, such as property tax refunds, building permit refunds, and refunds for cancelled services, programs or events.
 - ii) Training and Education expenses which may include, but are not limited to professional memberships and registration fees for conferences, conventions, courses, and seminars.

- iii) Refundable employee/councillor expenses such as meal allowances and travel.
- iv) Professional services of a lawyer, medical doctor, nurse, or notary.
- v) Recreation programming facilitators and/or hosts.
- vi) Financial services respecting the management of financial assets and liabilities, including ancillary advisory and information services, whether or not delivered by a financial institution.
- vii) Emergency procurements authorized under Section 6.4 of this Bylaw.
- viii) Committee/Board expenses.
- ix) Any procurement by any other method expressly authorized by Council in a written resolution or bylaw.

7.2 Policy for Specifications

The Department Head whose budget provides for the acquisition of Goods and/or Services shall be responsible for the preparation of the specifications for a quotation, tender, or proposal call. The Administrator and/or Treasurer shall have the authority to review and recommend improvements to the specifications when deemed necessary. Changes to specifications shall be made with the cooperation of the Department Head concerned.

7.3 Petty Cash Purchase: \$200.00 or Less

- a) The Treasurer shall have authority to establish a Petty Cash fund in such an amount to meet the requirements of the municipality for the acquisition of goods, services or construction having a value of \$200.00 or less.
- b) Purchases shall be made from the competitive marketplace wherever possible.
- c) All petty cash disbursements shall be evidenced by vouchers or receipts detailing the item(s) and the Total Acquisition Cost.

7.4 Low Dollar-Value Purchase: \$200.01 to \$5,000.00

- a) Goods and/or Services to be procured with an estimated value of \$5,000.00 or less will follow the guidelines that are described in the low dollar-value purchasing process.
- b) The goal of the low dollar-value purchasing process is for the Municipality to procure budgeted Goods and/or Services which are not of great monetary value but are essential to the daily operation of the Municipality.
- c) Department Heads are authorized to solely approve purchases up to \$5,000.00.
- d) A Department Head may delegate approval authority to their staff for low dollar-value purchases, and it is their responsibility to ensure that this process is adhered to.
- e) Low dollar-value purchases do not require an RFQ, RFP, or RFT.
- f) Obtaining competitive quotes is considered a good business practice and should be attempted, but is not required.
- g) Purchases must demonstrate good value for the Municipality.

7.5 Informal Quotation Purchase: \$5,000.01 to \$25,000.00

- a) Purchases greater than \$5,000.00 but not exceeding \$25,000.00 are to be completed through the Informal Quotation process.
- b) A Department Head or other employee exercising delegated authority shall be authorized to make purchases of Goods and/or Services for budgeted expenditures. Informal bids shall be obtained in the following manner:
 - a) Three (3) written bids shall be obtained from three (3) different vendors.
 - b) All vendors shall receive the same information to provide their quotations.
 - c) The informal quotation shall be awarded to the lowest responsive bid.

- d) Documentation on all bids, including but not limited to the prospective bidders list, bid document, bid responses, and decision-making rationale shall be maintained on file.
- c) If staff have exhausted all efforts to obtain three (3) bids and can support this with documented evidence, a minimum of two (2) written bids is acceptable.
- d) This process excludes single-item small capital projects or purchases including those of complex specifications or requirements, which must be issued in a formal bid document.

7.6 Formal Quotation Purchase (RFQ): \$25,000.01 to \$50,000.00

- a) A Request for Quotation is an informal request for the prices of Goods and/or Services for the Municipality from potential suppliers, for budgeted purchases over \$25,000.00 but not exceeding \$50,000.00.
- b) A bid deposit and/or performance bond is not required under this process.
- c) The goal of the Request for Quotation process is for the Municipality to best procure a Good and/or Service, of which the specifications have been pre-determined by Council, the Administrator, Treasurer, and/or a Department Head, and procurement is to occur in an expedient and cost-efficient manner.
- d) Where possible and practicable, three (3) quotations are required for every purchase made under the Request for Quotation process. Quotations are required to be made in writing.
- e) Request for Quotation documentation is required to be issued publicly by posting on the Municipal website, at a minimum, and through any other media as deemed appropriate by the Treasurer and/or Department Head.
- f) The Department Head will obtain and review the quotes to ensure compliance with the related procedures and established terms, conditions, and specifications.
- g) Final acceptance of Quotes must be approved by the Municipal Treasurer, when the item is within the approved budget limits.
- h) The Municipality reserves the right in its absolute sole discretion to accept or reject any submission.

7.7 Request for Tender (RFT): \$50,000.01 and Above

- a) A Request for Tender is a formal process whereby the Municipality distributes a detailed description of exactly what Good and/or Service they require to potential bidders or tenderers.
- b) The goal of the Request for Tender process is for the Municipality to best procure a Good and/or Service of which the specifications have been pre-determined by Council, the Administrator, Treasurer, and/or Department Head, and for which the budgeted expenditure exceeds \$50,000.00.
- c) Further guidelines regarding the Request for Tender process is located in Appendix "B", attached to and forming part of this Bylaw.

7.8 Request for Proposal (RFP)

- a) A Request for Proposal shall only be used for the solicitation of Bids when the requirements for Goods and/or Services cannot be definitively specified, the requirements of the Municipality are best described in a general performance specification, and where innovative solutions are sought.
- b) Depending on its terms, the process may involve Negotiations subsequent to the submission of Bids on any aspect of the requirement.
- c) The goal of the Request for Proposal process is for the Municipality to best procure a Good and/or Service, of which the specifications are partially or entirely unknown, and are to partially or entirely proposed by the bidder.
- d) Further guidelines regarding the Request for Proposal process is located in Appendix "C", attached to and forming part of this Bylaw.

7.9 In-House Procurement

Prior to initiating and before completing a procurement, a Department Head shall consider whether it is possible to obtain the required Good, Service, or

construction “in house” using its own employees; and whether such in-house procurement would provide Best Value to the Municipality.

SECTION 8 CO-OPERATIVE PURCHASING

The Municipality may participate with other units of government, their agencies, or broader public sector authorities in co-operative purchase ventures when the best interests of the Municipality will be served. Where such participation is at variance with the Municipality’s purchasing policy, Council shall first authorize any participation.

A list of authorized co-operative purchasing groups shall be maintained on the Municipal website.

SECTION 9 DISPOSAL OF SURPLUS GOODS

- 9.1 Where any Goods are deemed surplus, obsolete, or not repairable, they shall be declared surplus by the Department Manager and approved by the Treasurer.
- 9.2 If the value of a Good is greater than \$10,000.00, the Treasurer shall obtain the approval of Council prior to disposal.
- 9.3 When no other use can be found for these items in other Departments, they shall be disposed of, at the discretion of the Treasurer, through public auction, tender or quotation, sealed bid, or any other means in the best interest of the Municipality.
- 9.4 Where the item declared as surplus has a value of \$1,000 or less, the Treasurer or designate may, to the benefit of the Municipality, dispose of the item in a manner other than as listed in Section 9.3 above.
- 9.5 Municipal staff and members of Council, as well as their spouses and children, are prohibited from bidding on any Municipal surplus goods.
- 9.6 In the event of a tie bid, the bid which was received earlier shall be declared the winner.

SECTION 10 PRE-QUALIFICATION OF BIDDERS

- 10.1 The purpose of Pre-Qualification is to ensure that each Bidder can demonstrate the ability to provide the necessary expertise and resources to satisfactorily complete the work required. Pre-Qualification will only be considered in the following circumstances:
 - a) The work is considered “high risk” with respect to Regulations governed under the *Occupational Health and Safety Act*;
 - b) The work is such that contract administration costs (work inspection, follow-up, extra fee negotiations) could result in a substantial cost the Municipality if the work is not satisfactorily performed the first time;
 - c) The goods or equipment to be purchased must meet national safety standards, or if no standard has been established, has demonstrated an acceptable level of performance; or
 - d) The work involves complex, multi-disciplinary activities, specialized expertise, equipment, and materials, and/or significant financial costs.
- 10.2 The decision to use a Pre-Qualification process shall be made by the Treasurer, in consultation with the requisitioning Department Head.

- 10.3** Pre-Qualification is a two-step process, where either a Request for Tender or Request for Proposal follows an initial Pre-Qualification stage. The Pre-Qualification requires interested Bidders to submit sealed information packages in which they are required to provide information including, but not limited to:
- a) Experience on similar projects.
 - b) References provided from other customers for similar work.
 - c) Verification of applicable licenses and certificates.
 - d) Health and safety policies and staff training.
 - e) Financial capability.
- 10.4** Employees will evaluate and rank the submissions and recommend a short list of acceptable bidders to participate in the subsequent competitive sealed bid.

SECTION 11 PURCHASING CARDS

- 11.1** The Treasurer shall be the Purchasing Card coordinator. The Purchasing Card Coordinator is responsible for managing the Purchasing Card function within the Municipality.
- 11.2** Purchasing cards shall be issued to the Administrator, Treasurer, and Department Heads. Department Heads are empowered to authorize employees within their department to use a Municipal Purchasing Card, subject to final approval by the Treasurer.
- 11.3** Purchasing Cards are to be used only for the purchase of appropriate Goods and/or Services relating to the Cardholder's area of municipal jurisdiction. Personal purchases and cash advances are not permitted.
- 11.4** Cardholders will be held accountable for any misuse or wilful disregard of policies or operating procedures, which result in a loss of money, fraud, or collusion.
- 11.5** The Municipality reserves the right to withdraw Purchasing Card privileges from any employee who has used the Purchasing Card in a manner which contravenes the Policy on Purchasing Cards. It is the responsibility of the Treasurer to collect the Purchasing Card from employees who have had their privileges revoked, and upon termination of employment of any employee with the Municipality.
- 11.6** The cardholder is responsible for providing supporting documentation relating to all Purchases made with the Purchasing Card for reconciliation, account verification, payment, and audit purposes.
- 11.7** Purchasing card limits shall be established as follows:
- a) Administrator: \$10,000.00
 - b) Department Heads: \$5,000.00
 - c) Other Assigned Employees: \$2,000.00

SECTION 12 CONFLICT OF INTEREST

- 12.1** No elected official, appointed officer, or employee of the Municipality or member of a Municipal committee or local board shall have any pecuniary or controlling interest, either direct or indirect, in any bid or contract for the supply of goods or services to the Municipality, unless such pecuniary or controlling interest is disclosed by the contractor, bidder, or person submitting a formal or informal bid,

as the case may be, or unless such pecuniary interest would be exempt under the *Municipal Conflict of Interest Act, R.S.O. 1990, C.M.50*.

- 12.2** Bid documents shall include a section that requires and provides for the disclosure of any pecuniary interest prior to the submission of a bid. Should a conflict of interest arise after the award of a contract, the conflict shall be immediately disclosed in writing to the Department Head. Further, all competitive bid documents and agreements shall provide that, in the event a contract is awarded to a Supplier who did not, during the bidding or contracting process, disclose the existence of a pecuniary interest, the contract may be cancelled at any time by the Municipality in its sole discretion without damages or penalty.
- 12.3** In this section, “controlling interest” means the interest that a person has in the corporation where the person beneficially owns, directly or indirectly, or exercises control or direction over equity shares of the corporation carrying more than ten percent (10%) of the voting shares attached to all equity shares of the corporation at any time during the Procurement Process.
- 12.4** For the purposes of this section, a person has an indirect pecuniary interest in any competitive bid or agreement entered into by a corporation if:
- a) The person or his or her nominee is a shareholder in, or a Department Head or senior officer of, a corporation that does not offer its securities to the public.
 - b) The person has a controlling interest in, or is a Department Head or senior officer of, a corporation that offers securities to the public.
- 12.5** For the purposes of this section, an indirect pecuniary interest exists if the person is a business partner of a person, or is in the employment of a person or body, that has entered into a tender, proposal, quotation, or contract with the Municipality.
- 12.6** For the purposes of this section, the pecuniary interest in a tender, proposal, quotation, or contract if a parent, spouse, or child of an elected official, appointed officer, employee, or committee or local board member, if known to the person, shall be deemed to also be a pecuniary interest of the elected official, appointed officer, or employee.

SECTION 13 CONTRACT ADMINISTRATION

- 13.1** A formal agreement is to be signed for all contracts resulting from a Request for Tender or Request for Proposals.
- 13.2** The Administrator or Treasurer is authorized to execute all agreements in the name of the Municipality and shall be responsible for the safeguarding of original purchasing and contract documentation for the contracting of goods, services and construction for which the award is made.
- 13.3** Where a contract may extend beyond the term of Council, the contract shall contain provisions to minimize the financial liability of the Municipality should the subsequent Council not approve sufficient funds to complete the contract, and if the contract must be terminated by the Municipality.
- 13.4** No amendment or revision to a contract shall be made unless the amendment is in the best interest of the Municipality.
- 13.5** No amendment that increases the Total Acquisition Cost of a contract shall be agreed to without a corresponding change in requirements or scope of work.
- 13.6** Amendments and revisions to contracts shall be treated as an entirely new contract for purposes of compliance with Section 5.7 of this Policy.

APPENDIX “A” – BID IRREGULARITY

BID IRREGULARITY

A Bid Irregularity or Irregularity is a deviation between the requirements (terms, conditions, specifications, special instructions) of a Bid request and the information provided in a Bid response.

For the purposes of this policy, Irregularities are further classified as “Major Irregularities” or “Minor Irregularities”.

A “**Major Irregularity**” is a deviation from the Bid request that affects the price, quality, quantity or delivery, and is material to the Award. If the deviation is permitted, the Bidder could gain an unfair advantage over competitors. The Department Head must reject any Bid which contains a Major Irregularity. The Bidder will be notified of the rejection due to the Major Irregularity.

A “**Minor Irregularity**” is a deviation from the Bid request which affects form rather than substance. The effect on the price, quality, quantity or delivery is not material to the Award. If the deviation is permitted or corrected, the Bidder would not gain an unfair advantage over competitors. The Department Head may permit the Bidder to correct a Minor Irregularity.

MATHEMATICAL ERRORS – RECTIFIED BY STAFF

The Department Head will correct errors in mathematical extensions and/or taxes, and the unit price will govern. If, based on the corrected total the required Bid deposit is insufficient, the Bidder shall be notified and will be given 24 hours to rectify the issue or the Bid will be automatically rejected.

ACTION TAKEN:

The Department Head and Treasurer will be responsible for all action taken in dealing with Irregularities, and will act in accordance with the nature of the Irregularity:

- Major Irregularity (automatic rejection)
- Minor Irregularity (bidder may rectify)
- Mathematical error (additions or extensions) as above

In the event that the Bidder withdraws their Bid due to the identification of a Major Irregularity, the Municipality may disqualify such Bidder from participating in Municipal Requests for Quotations/Tenders/ Proposals for a period of up to one year.

APPENDIX “B” – REQUEST FOR TENDER PROCESS

Where the quantity and quality of a Commodity has been defined, a Request for Tenders will be called for all Goods and/or Services with a value exceeding \$50,000.00 by way of public advertising or invitational Bid.

Advertising

The Department Head and/or Treasurer will advertise and distribute Tenders:

- All public Tenders are advertised on the Municipal Website.
- As a procurement best practice, the Municipality shall maintain a Qualified Supplier Roster. Participants of the Qualified Supplier Roster who have expertise in the Commodity being procured may be sent the Tender directly.
- At the discretion of the Department Head, Tenders may be advertised in a local, regional and/or construction newspaper and/or on procurement websites.
- Advertisements must include the following information (if applicable): title, Tender number, brief description of the Commodity being Tendered, site meeting time/date/location, contact names for Purchasing inquiries, document fee, and location for pick up and drop off of Bid documents.
- In some instances, the Tender may be issued to help develop and/or refresh the Qualified Supplier Roster. During this process, potential Supplier will be screened using such factors as financial capability, reputation, qualified staff and equipment management, ability to support, and product quality.
- The Municipality reserves the right to limit the submission of Bids to those Supplier on the Qualified Supplier Roster.

Where possible, at least fifteen days’ notice shall be given between the date of the advertisement/notice and the closing time of the Tender. However, a Tender may be closed in a shorter or longer period of time depending on the urgency or complexity of the Commodity being Tendered.

A Bidder may be disqualified for contacting or questioning Municipal Staff or Council regarding details of the Tender unless that person is the Municipality’s Lead Contact. Disqualification is at the final discretion of the Treasurer.

All Bids must be addressed to the Lead Contact on documents provided and returned in the envelope if provided with the Tender package.

Release of Tender Documents

- (a) Privilege Clause: All Tender documents shall contain the following statement “The lowest or any Bid will not necessarily be accepted and the Municipality reserves the right to award any portion of this Tender”, or words to that effect.
- (b) Bond Agreement: Where a Performance and/or Maintenance Bond and/or Labour and Material Payment Bond is required, the Tender document must contain an “Agreement to Bond”, to be executed by the Bidder and returned with the Bid.
- (c) Bid Surety Requirements: Security Deposits and Bid Bonds are guarantees that a Bidder will enter into a Contract with the Municipality.

Where deemed necessary by the Department Head, or where labour (or services) and material are involved, a Security Deposit is required in an amount equal to ten (10%) per cent of the Bid price.

Security Deposit must be cash, certified cheque, bank draft, money order, irrevocable letter of credit, or Bid Bond.

Any Bid received without the required Security Deposit shall be disqualified.

- (d) Performance and Maintenance Bonds: Performance Bonds guarantee performance of the terms of the Contract. This Bond protects the Municipality from financial loss should the Supplier fail to perform the Contract in accordance with its terms

and conditions. Maintenance Bonds provide upkeep of a project for a specified period of time after the project is completed. This Bond guarantees against defective workmanship or materials.

Where deemed necessary by the Department Head, or where the Municipality could experience significant financial loss should a Supplier fail to perform the Contract within the terms and conditions of the Contract, a Performance Bond is required.

Where deemed necessary by the Department Head, or where the Municipality could experience significant financial loss or other harm as a result of defective workmanship or materials, a Maintenance Bond is required.

Performance and/or Maintenance Bonds must be in the amount of fifty (50%) per cent of the Contract price for Contracts up to One Hundred Thousand (\$100,000.00) Dollars. Where the Contract price exceeds One Hundred Thousand (\$100,000.00) Dollars, the Performance and/or Maintenance Bonds must be in the amount of one hundred (100%) per cent of the Contract price.

- (e) Labour and Material Payment Bonds: Labour and Material Payment Bonds are guarantees that the Supplier will make payment for obligations under the Contract for subcontractors, labourers, and materials suppliers associated with the project.

Where deemed necessary by the Department Head, or where the Municipality could experience significant financial loss should a Supplier fail to pay its obligations under the Contract for subcontractors, labourers, and materials suppliers associated with the Contract, a Labour and Material Payment Bond shall be required.

Labour and Material Payment Bonds shall be in the amount of fifty (50%) percent of the Total Award Price, up to One Hundred Thousand (\$100,000.00) Dollars, and one hundred (100%) percent of the Total Award Price over One Hundred Thousand (\$100,000.00) Dollars.

- (f) Insurance: Where deemed necessary by the Department Head, or where the Municipality could experience significant financial loss, the Tender shall require that an insurance certificate be provided. The insurance coverage must be a minimum of Five Million (\$5,000,000.00) Dollars for liability, bodily injury and property, unless alternatively stated in the Tender document. The insurance policy will require that the Municipality be added as an additional named insured (for the project in question) and that the Municipality be notified in advance in the event that the insurance policy is cancelled or changed in any manner.
- (g) Occupational Health and Safety: All Tender document forms and Contracts shall require that the Occupational Health and Safety Act be complied with.
- (h) Workplace Safety and Insurance Board Certificate (WSIB): All Tender document forms and Contracts involving a labour component shall require a WSIB Certificate of Clearance from the Supplier.

Receipt and Opening of Bid Documents

The Municipality will refuse to accept any Bid that is:

- Not sealed
- Received after the closing deadline
- Submitted after a Tender has been cancelled.

Requests for withdrawal of a Bid shall be allowed if the request is made before the closing time for the Tender to which it applies. Requests must be directed to the Lead Contact by letter or in person, by a Senior Official of the company, with a signed withdrawal confirming the details. Telephone requests will not be considered. The withdrawal of a Bid does not disqualify a Bidder from submitting another Bid on the same Tender, subject to the provisions of Appendix A.

- (a) Timed and Dated: When Bids are received they shall be time and date stamped. Bid envelopes shall be dated, timed and initialed by the person receiving the Bid, and placed in a secure location until the Tender opening.
- (b) Number of Bids and Bidder Name not to be Divulged: The number of Bids received and the names of Bidders are confidential and shall not be divulged prior to the Tender opening.
- (c) Bid envelopes: Bids shall be received in an envelope clearly marked as to contents, including:
 - Tender Number and Title
 - Name and Address of Bidding Firm
- (d) Bids Received After Closing Time and Date: Bids received after the closing time shall be noted and returned unopened to the Bidder, as soon as possible. If a late Bid is received without a return address on the envelope it shall be opened, the address obtained, and then returned. The covering letter will advise why the envelope could not be returned unopened.
- (e) Alternative Bids: Unsolicited alternative Bids shall not be considered.
- (f) Two Bids for Same Tender - Same Envelope: If two Bids for the same Tender are received in the same envelope, the Bids must be contained in separate envelopes within the exterior envelope and must be marked as Bid A and/or Bid B. If the two Bids are not contained in separate envelopes within the exterior envelope, then the first Bid in the envelope shall be considered the intended Bid.
- (g) Two Bids Same Tender – Different Envelopes: If two Bids for the same Tender are received in different envelopes, the envelope with the latest date and time received shall be considered the intended Bid.
- (h) Bids Received By: Bids shall be received by the Municipal Office Staff.
- (i) Tender Opening: Bids shall be opened in public by Municipal Staff, preferably in the presence of the Department Head. The names of those individuals in attendance, the time and date of the opening, the names of the firms submitting a Bid, the completeness of each Bid received, and the total Bid price of each Bid shall be recorded at the opening.
- (j) Bid Irregularity: All Tenders shall be inspected for the presence of any Bid Irregularities. Such Irregularities shall be dealt with in accordance to Appendix 'A', attached to and forming part of this Bylaw.
- (k) One Tender Received: If only one Bid is received, the Municipality has the option of not opening the Bid and closing the Request for Tender.

Action when all Bids Received are Over Budget

At such time that a Tender closes, the competition is over. If all Bids are over budget, Council shall review the submissions and may elect to cancel the Tender. The scope of the project must be reviewed prior to re-Tender. If complete re-Tender is not financially viable or the project is required immediately, as determined by the Council and/or the Opening/Evaluation Committee, two procedures are acceptable:

- a) Negotiate with the lowest Bidder(s); or
- b) Re-Tender via post-Tender addendum to the lowest three Bidders, provided that there are tangible changes in the scope of the work, and with a view to bringing the cost of the project within the budget.

Return of Deposit Cheques

- (a) Immediately following the Tender opening, all Bid deposit cheques (other than those of the two lowest Bidders) shall be returned to the applicable Bidders by

regular mail, or pick-up by the Bidder. In the case of a pick-up, the person picking up the Deposit Security shall execute a receipt.

Upon receipt of the executed Contract and all other required documents in a format acceptable to the Municipality, the deposit cheque of the second lowest Bidder shall be returned by regular mail or pick-up by the Bidder. In the case of a pick-up, the person picking up the Bid deposit shall execute a receipt. The Security Deposit of the successful Bidder will be held as performance Surety until completion of the project.

- (b) If applicable, the Security Deposit of the successful Bidder shall be cashed, and the funds returned thirty (30) days after successful completion of the tender.

Action When Successful Bidder Does Not Finalize Contract

After Tender opening, if the successful Bidder should fail to sign the Contract or fail to provide any required documents (e.g., Bonds) within the specified time, the Department Head may grant additional time to fulfill the necessary requirements or may recommend that either:

- a) The Tender be Awarded to the next highest Bidder; or
- b) The Tender is cancelled.

In either case, the deposit of the originally Awarded Bidder is forfeited to the Municipality.

Execution of Contract

After the Tender opening, a report to Council is required which describes the bids received and provides a written recommendation.

Council is responsible for approving a Supplier. Upon Council's approval, the Department Head shall ensure that a Contract is executed by the Mayor and Clerk or Treasurer, or a Purchase Acknowledgement is issued.

APPENDIX “C” – REQUEST FOR PROPOSAL PROCESS

REQUESTS FOR PROPOSALS (RFPs) may be called by way of public advertising or invitational Bid, as outlined in the Municipality’s Procurement Policy. In the event that there is an applicable Standing Order for the Commodity, that Standing Order shall be used to a limit of \$5,000.00 as set out herein:

- When the Commodity cannot be definitely specified, or
- When the Commodity is non-standard or specialized in nature, or
- The cost is only a minor component making up the Award.

Advertising

The Department Head will advertise and distribute RFPs:

- All public RFPs are advertised on the Municipality of Powassan Website.
- As a procurement best practice, the Municipality shall maintain a Qualified Supplier Roster. Participants of the Qualified Supplier Roster who have expertise in the Commodity being procured may be sent the RFP directly.
- At the discretion of the Department Head, RFPs may be advertised in a local, regional and/or construction newspaper and/or on procurement websites.
- Advertisements must include the following information (if applicable): title, RFP number, site meeting time/date/location, contact names for Purchasing inquiries, document fee, and location for pick up and drop off of Bid documents.
- In some instances, the RFP may be issued to help develop and/or refresh the Qualified Supplier Roster. During this process, potential Supplier will be screened using such factors as financial capability, reputation, qualified staff and equipment management, ability to support, and product quality.
- The Municipality reserves the right to limit the submission of Bids to those Supplier on the Qualified Supplier Roster.

The closing date is usually a minimum of 30 calendar days after the date of issue. However, an RFP may be closed in a shorter or longer period of time depending on the urgency or complexity of the item(s).

Bids must be addressed to the Lead Contact. Office Staff will receive all sealed submissions and will date and time stamp and initial all submissions. Email submissions, if deemed appropriate by discretion of the Treasurer, shall be directed to the Lead Contact.

The Municipality will refuse to accept any submission that is:

- Not sealed
- Received after the closing deadline
- Submitted after an RFP has been cancelled.

Requests for withdrawal of a Bid shall be allowed if the request is made before the closing time for the contract to which it applies. Requests must be directed to the Lead Contact by letter, email, or in person by a Senior Official of the company, with a signed withdrawal confirming the details. Telephone requests will not be considered. The withdrawal of a Bid does not disqualify a Bidder from submitting another Bid, subject to the provisions of Appendix ‘A’.

A Bidder may be disqualified for contacting or questioning Municipal Staff or Council regarding details of the RFP unless that person is the Lead Contact.

Bids received shall be evaluated on the basis of quantitative and qualitative criteria by an Evaluation Committee. Each Evaluation Committee member shall evaluate the Bids separately. The recommended Bid is the one that achieves the highest average overall score based on the combined evaluations of all Evaluation Committee Members.

RFP results, if requested, may be made public by the Department Head.

Request for Proposals are not formally opened in public nor is it required to disclose prices or terms at the time of submission. If only one Bid is received, the Department Head has the option of not opening the Bid and closing the Request for Proposal.

Where the required Goods and/or Services cannot be specified and it is estimated that the value of the Goods and/or Services (excluding all taxes) cost:

a. **\$25,000.00 or less**

- A written Bid must be acquired by the initiating Department.
- No report to Council is required.
- A Purchase Acknowledgement must be issued.

b. **Over \$25,000.00**

- Proposal guideline documents shall be processed through the Department and shall be advertised on the Municipal website, at a minimum.
- Bids will be evaluated on the basis of quantitative and qualitative criteria, established and rated by the Evaluation Team.
- A report to Council is required from the Issuing Department for Council consideration and approval.
- A Contract must be executed after award.

APPENDIX “D” – CANADA FIRST POLICY

1. Purpose

The ‘Canada First’ policy serves as an addendum to the Municipality’s procurement policy and practices. Its intent is to adopt strategies that:

- a) Allow procurement decisions to consider the economic benefit to municipal, provincial, and Canadian economies.
- b) Align with any federal or provincial legislation or direction to municipalities to support a unified, Canada-wide approach that leverages the purchasing power of Canadian municipalities and other public sector organizations to support a broader trade and economic strategy.

2. Guiding Principles

As a component of the Municipality’s procurement practices, this policy continues to be governed by the following principles:

- a) To encourage competitive procurement and ensure the principles of fairness, objectivity, transparency, and accountability are reflected in the Municipality’s procurement processes.
- b) To ensure compliance with all applicable trade agreements, laws, and regulations.
- c) To allow sufficient flexibility in procurement decisions that aligns with the Municipality’s strategic objectives, while allowing for adjustments as needed to achieve best value and maintain service delivery.
- d) To obtain the best value for the Municipality when procuring Goods and/or Services and maintain spending within the Council-approved budget.

3. Policy

It is policy that:

- a) Procurement of Goods and/or Services, where the Total Purchase Price is no greater than the lowest of the thresholds imposed by the TCAOQ, CFTA, and/or CETA, be awarded to Canadian Suppliers, where Canadian Suppliers are defined as a Supplier with a permanent office or production facility located within Canada, and/or a Professional Services provider where no less than 70% of the natural persons responsible for providing the Service are based in Canada.
- b) Canadian and/or non-US suppliers receive preference through value-added evaluation criteria, where feasible and permissible under applicable Trade Agreements.

4. Exemptions

Exceptions to this Policy will be permitted if adherence:

- a) Is not feasible due to lack of viable substitutions;
- b) Would cause undue delays in procurement;
- c) Would result in negative impacts on Canadian suppliers; or
- d) Is not in the best interest of the Municipality.

5. Review and Expiry

This Policy shall be implemented and/or paused at the discretion of the Treasurer and/or Administrator, given changes in the Canadian and US trading environment.

This Policy will be reviewed regularly to ensure alignment with municipal needs, applicable Trade Agreements, and economic conditions.