

PROCUREMENT POLICY

| | | | | |
|---|------------------|-------------|-------------|------------|
|  | Policy: | Procurement | | |
| | Department: | Treasury | | |
| | Division: | Treasurer | Motion No.: | - |
| | Administered By: | Treasurer | Effective: | March 2025 |
| | Replaces: | 57-2017 | | |
| | Attachment(s): | N/A | | |

CONTENTS

| | |
|--|----|
| 1. PURPOSE | 3 |
| 2. DEFINITIONS | 3 |
| 3. APPLICATION | 6 |
| 4. ROLES AND RESPONSIBILITIES | 6 |
| 4.1 Council..... | 7 |
| 4.2 Department Head | 7 |
| 4.3 CAO and Treasurer | 7 |
| 4.4 Purchasing Designate..... | 8 |
| 5. GENERAL PROVISIONS | 8 |
| 5.1 Split Purchasing..... | 8 |
| 5.2 Staff, Council, and Purchasing Designates Ethical Procurement Practices..... | 8 |
| 5.3 Conflict of Interest..... | 8 |
| 5.4 Disclosure..... | 9 |
| 5.5 Gifts, Favours or Gratuities..... | 9 |
| 6. VENDOR CODE OF CONDUCT | 9 |
| 6.1 Conflict of Interest and Non-Disclosure | 9 |
| 6.2 Disclosure..... | 10 |
| 6.3 Unethical Procurement Practices | 10 |

| | | |
|------|---|----|
| 6.4 | Illegality..... | 10 |
| 6.5 | Gifts, Favours or Gratuities..... | 10 |
| 6.6 | Contract Management and Vendor Performance | 11 |
| 6.7 | Vendor Exclusion and Disqualification..... | 11 |
| 6.8 | Harassment & Abuse..... | 11 |
| 6.9 | Discrimination / Human Rights | 11 |
| 7. | PROCUREMENT PROCESS | 12 |
| 7.1 | Unsolicited Bid..... | 12 |
| 7.2 | Market Research | 12 |
| 7.3 | Cooperative Purchasing | 12 |
| 7.4 | Competitive Procurement Process | 12 |
| 7.5 | TABLE “A”- STANDARD PROCUREMENT PROCESS | 13 |
| 7.6 | Risk Management..... | 14 |
| 7.7 | Standing Offers and Prequalified Vendor Lists | 14 |
| 7.8 | Advertising and Bid Submissions | 14 |
| 7.9 | Bid Evaluation..... | 14 |
| 7.10 | Cancellation..... | 15 |
| 7.11 | Contract Award..... | 15 |
| 7.12 | Vendor Debrief | 15 |
| 7.13 | Procurement Protests..... | 15 |
| 7.14 | Non-Competitive Procurements..... | 15 |
| 7.15 | Environmental Procurement | 15 |
| 7.16 | Disposal of Surplus Goods | 15 |
| 8. | ACCESSIBILITY | 16 |
| 9. | SCHEDULES..... | 16 |
| | SCHEDULE “A” – EXEMPTIONS TO PROCUREMENT | 17 |
| | SCHEDULE “B” - SPENDING AUTHORITY | 19 |
| | SCHEDULE “C”– NON-COMPETITIVE PROCUREMENT | 20 |
| | SCHEDULE “D” – TRADE TREATIES | 22 |

1. PURPOSE

The purpose of this policy is to:

- a) Provide a clear description of the process involved in acquiring goods or services as required under Section 270 (1) of the Municipal Act, 2001. S.O. 2001 as amended;
- b) Promote and maintain fairness, openness, and integrity in the procurement process; ensuring whenever possible, a competitive procurement process is used to obtain the best value for the taxpayer, while protecting the Town's integrity and financial interests;
- c) Clearly identify circumstances where Non-Competitive Procurements may be permitted; and
- d) Describe the roles, responsibilities and authorities of the Town's Staff, Council, or Purchasing Designates involved in the procurement process.

2. DEFINITIONS

Acting in good faith of trade treaties means that the respective country is honouring the terms of its trade treaty and not applying additional tariffs.

Bid shall mean the response submitted by a bidder in response to a Call Document.

Bidder shall mean any legal entity that submits a bid in response to a Call Document.

Call Document shall mean the procurement document issued by the Town to solicit bids from bidders and includes, but is not limited to:

- a) Request for Quotation;
- b) Request for Quotation-Invitational;
- c) Request for Tender;
- d) Request for Proposal, and
- e) Request for Pre-Qualification.

CAO shall mean the Chief Administrative Officer of the Town.

Commodity Market shall mean traded commodity products such as energy products (e.g. gas, oil), precious metals (e.g. gold, silver, platinum) and certain agricultural products (e.g. wheat, corn, sugar), etc.

Competitive Procurement Process shall mean the process of soliciting bids from competing bidders using an "Open Competitive" or "Invitational Competitive" procurement process.

Construction shall mean the process of utilizing labour to carry out construction operations to build, alter, repair, improve, partially or fully demolish any structure, building or land.

Contract shall mean a legally enforceable agreement between the Town and a vendor for the procurement of goods and services, which may be in the form of a written agreement executed by the parties, or a Purchase Order issued by the Town to the vendor.

Contract Award shall mean a formal written notice in acceptance of a bid or proposal to enter a contract for goods or services.

Consulting Services shall mean the provision of expertise or strategic advice that is provided by individuals or organizations who possess specific knowledge, technical skills, or unique abilities, and may include architects, engineers, designers, surveyors, geo-technical consultants, planners, technology consultants and any other professional services which may be required by the Town.

Cooperative Purchasing shall mean a variety of arrangements whereby two or more public procurement entities combine their requirements in a single procurement process to obtain advantages of volume purchases from the same vendor(s) or contractor(s) using a single competitive process, including but not limited to, Ontario Education Collaborative Marketplace (OECM), Local Authority Service (LAS), Canoe and Ontario Buys.

Council shall mean the Municipal Council for the Town.

Department shall mean the Town's department requesting the purchase of goods or services.

Department Head shall mean the head of a department for the Town.

Electronic Portal shall mean an electronic-based system that provides vendors with access to information related to open competitive procurements.

Emergency shall mean a situation where a purchase of goods or services requires immediate action and the competitive bidding process is waived, modified or simplified to address any of the following unexpected circumstances:

- a) An imminent or actual danger to the life, health or safety of Council, staff or the public while acting on behalf of the Town;
- b) An imminent or actual danger of injury to or destruction of real or personal property belonging to the Town, for which the Town would be liable;
- c) An unexpected interruption or threat of an interruption of an essential public service;
- d) An emergency as defined by the Emergency Management Act;
- e) A spill of a pollutant or contaminant as identified in the Environmental Protection Act: and
- f) An emergency so declared by the Mayor in accordance with the Emergency Management and Civil Protection Act

Goods shall mean moveable property, including supplies, equipment, materials, products, software, furniture, structures, and fixtures, and does not include real property.

Invitational Competitive Process shall mean a competitive process where the Town invites selected suppliers to submit bids without public advertisement.

Medium Order Purchases (MO) shall mean the purchase of goods, services or construction between amounts specified in the procurement policy and where the requirements are clearly defined.

Non-Competitive Procurement Process shall mean the goods, services or construction acquired directly from a particular vendor without conducting a competitive process.

Open Competitive Procurement Process shall mean the solicitation of bids by public advertisement on an open electronic portal such as the Town's website or on such other tendering website established to facilitate compliance with applicable trade agreements.

Procurement shall mean the purchase of goods, services or construction through buying, renting or leasing.

Purchasing Designate shall mean a person or agent designated by a Department Head to exercise any or all responsibilities of that Department Head with respect to this policy.

Real property is a parcel of land and structures that are permanently attached to the land.

Request for Expressions of Interest (EOI) shall mean a document issued by the Town during the very early stage of the procurement planning process to provide potential vendors with an option to register their interest in being involved in a particular project or providing specific goods or services.

Request for Information (RFI) shall mean a document issued by the Town during the very early stage of the procurement planning process to solicit useful information or input from potential vendors.

Request For Quotation (RFQ) shall mean an open competitive procurement process in which the Town seeks non-binding quotes for goods, services or construction through an open and public procurement process.

Request For Quotation-Invitational (RFQ-I) shall mean an invitational competitive procurement process in which the Town seeks quotes for goods, services or construction from at least three (3) vendors by invitation.

Request for Prequalification (RFPQ) shall mean a pre-qualification process issued by the Town to obtain information from vendors interested in submitting bids for a particular Project, or to be placed on an "approved vendor" list. Only those successful bidders who meet the qualification criteria will be included in the subsequent procurement process.

Request for Proposal (RFP) shall mean the non-binding process used to solicit proposals for the purchase of goods, services or construction where a clearly defined specification is not available or is difficult to develop due to unknown factors or uncertainty of requirements, the

expectation is the Award will be made to the highest-ranking vendor (proponent) meeting the requirements of the RFP Call Document. An RFP may include provisions to negotiate terms and price (best and final offer) prior to contract Award.

Request for Tender (RFT) shall mean the request for bids where the specifications are clearly defined, and the expectation is the Award will be made to the lowest qualified bidder meeting the requirements of the RFT document.

Services shall mean all services, including construction and consulting services, unless otherwise specified.

Small Order Purchases (SMO) shall mean the purchase of goods, services or construction up to an amount specified in the procurement policy and where the requirements are clearly defined.

Staff shall mean an employee of the Town.

Standing Offer shall mean an agreement to purchase goods from a specific vendor over a defined period of time, up to a maximum dollar value. Quantities are specified and shipments are to be made on the delivery dates specified by the Town.

Surplus Goods shall mean goods or materials that are obsolete or no longer needed by the Town and are designated for disposal.

Town shall mean the Corporation of the Town of Carleton Place.

Treasurer shall mean the Treasurer of the Town.

Vendor shall mean any person or enterprise supplying goods, services or construction to the Town.

3. APPLICATION

- 3.1 This policy governs the procurement of goods and services, whether by purchase, lease or rent using Town funds from all resources and applies to all Departments and Committees;
- 3.2 This policy does not apply to the items listed in Schedule "A"; and
- 3.3 The CAO has overall responsibility administering this policy.

4. ROLES AND RESPONSIBILITIES

Specific responsibilities pertaining to all stages of a procurement process, from the initial budget approval, identification of requirements through to the management of contracts with vendors, are detailed in this policy and the Town's procurement procedures. In addition to those specific responsibilities, outlined below are the general roles and responsibilities delegated to Town Council, Staff and Purchasing Designates.

4.1 **Council**

- 4.1.1 The Council has ultimate authority for all expenditures. Council delegates this authority by the authorization of budgets or by specific resolution. The Treasurer cannot pay for any item that has not been authorized by Council through budget appropriation or specific resolution.
- 4.1.2 Resolutions approving budget amendments, capital expenditures or special appropriations shall reference the purpose of the expenditure, cost estimates or expenditure limitation, as well as the fund in which the appropriation has been provided.

4.2 **Department Head**

Preceding the procurement of any goods, services or construction, it is the responsibility of the Department Head to ensure the budget is approved for such expenditure. The Department Head shall also ensure that:

- 4.2.1 Their authority is exercised for all procurement activity within the prescribed limits of this policy.
- 4.2.2 All staff included in the Procurement process receive adequate training.
- 4.2.3 Procurement plans are established and allow sufficient time to complete the procurement as stipulated in the associated Call Document procedure while considering applicable laws and trade agreements.
- 4.2.4 Unbudgeted capital projects are approved by Council prior to procurement planning.
- 4.2.5 Capital projects that exceed the budgeted amount by more than \$20,000 receive Council approval. Refer to Schedule "B" for full spending authority details.
- 4.2.6 All contract expenditures are monitored to ensure compliance with budget limits.
- 4.2.7 Contracts are managed in accordance with this policy and all applicable procedures and protocols to ensure that both the Town and the vendor fulfil their contract requirements.
- 4.2.8 Vendor performances are documented and monitored in accordance with applicable procedures.
- 4.2.9 The Treasurer is notified in writing regarding the name of any Purchasing Designate.

4.3 **CAO and Treasurer**

Notwithstanding any other provisions of this policy, the CAO and Treasurer have the authority to:

- 4.3.1 Require that certain procurements receive Council approval; and
- 4.3.2 May provide additional restrictions concerning procurements where they consider such action to be necessary and in the best interests of the Town.

4.4 **Purchasing Designate**

- 4.4.1 A Purchasing Designate is a person or agent designated by a Department Head to exercise any or all responsibilities of that Department Head with respect to this policy. This role may be assigned to the Town's Engineer, Solicitor, or any staff or other agent of or assigned by the Town; and
- 4.4.2 The Purchasing Designate must clearly understand their roles and responsibilities and must be qualified to administer all procurement functions under this policy and procurement procedures.

5. GENERAL PROVISIONS

5.1 **Split Purchasing**

No staff or Council member of the Town shall divide, stagger, or alter any contract or purchase to avoid any requirements of this policy.

5.2 **Staff, Council, and Purchasing Designates Ethical Procurement Practices**

All staff, Council, or Purchasing Designates of the Town authorized to purchase goods and services on behalf of the Town shall:

- 5.2.1 Act with integrity and transparency by ensuring open and honest dealings with everyone involved in the procurement process;
- 5.2.2 Administer fair and impartial competitive procurement processes and make unbiased contract award recommendations. This means that the Town shall treat all vendors equally and shall not extend preferential treatment to any vendor, including local companies;
- 5.2.3 No Staff or Council shall purchase or offer to purchase on behalf of the Town any goods, services or construction except in accordance with the policy.

5.3 **Conflict of Interest**

Where a Council, Staff or Purchasing Designate, either on his or her behalf or while acting for, by, with or through another, has any interest, directly or indirectly in any procurement matter, such individual:

- 5.3.1 Shall not take part in the procurement process for which the conflict exists;

5.3.2 Shall, prior to any discussion or consideration of the matter at any meeting, disclose the interest and the general nature thereof; and

5.3.3 Shall not attempt in any way whether before, during or after the meeting to influence the voting in respect of the matter.

5.4 **Disclosure**

All Council, Staff, or Purchasing Designates authorized to purchase goods, services and/or construction on behalf of the Town shall not provide to any particular vendor information that might prejudice fair competition between bidders.

5.5 **Gifts, Favours or Gratuities**

The Town prohibits the acceptance of gifts, favours or gratuities directly or indirectly, by Town's Staff, Council, or Purchasing Designates, in return for business or the consideration of business. Refer to the Town's Code of Conduct.

6. VENDOR CODE OF CONDUCT

The Town is committed to conducting business in a lawful and ethical manner and requires that all Vendors abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the Town to exercise its rights to terminate any business relationship with Vendors. Vendors and their sub-contractors must comply with all applicable municipal, provincial and federal laws and regulations.

6.1 **Conflict of Interest and Non-Disclosure**

All vendors shall disclose any potential conflict of interest to the Town when submitting a bid and prior to entering into a contract. The Town may choose not to accept a bid or enter into a contract unless and until the potential conflict can be satisfactorily resolved. Such potential conflicts of interest include but are not limited to:

6.1.1 Engaging any family members, friends or private business associates of any Council member, Staff, or Purchasing Designate which may have, or appear to have influence on the procurement process;

6.1.2 Any involvement by the vendor or affiliated persons in developing the technical specifications or other evaluation criteria or component for the Call Document; and

6.1.3 Access to confidential project information by the vendor, or affiliated persons, that is materially related to the Call Document and that was not readily accessible to other prospective vendors.

6.2 **Disclosure**

- 6.2.1 Vendors shall maintain confidentiality of any confidential Town information disclosed to the vendor as part of the procurement process; and
- 6.2.2 All vendors' bid information shall be subject to the confidentiality and disclosure requirements of the *Municipal Freedom of Information and Protection of Privacy Act, 1990*.

6.3 **Unethical Procurement Practices**

Unethical bidding practices includes:

- 6.3.1 Bid-rigging, price-fixing, bribery, coercion, collusion (bid coordination) or other conduct or practices prohibited by provincial or federal laws;
- 6.3.2 Attempting to gain favour or advantage by offering gifts, incentives or gratuities to Town's Staff, members of Council or any other representative of the Town during a procurement process;
- 6.3.3 Lobbying members of Council, Staff, or Purchasing Designates or engaging in any prohibited communications during a procurement process;
- 6.3.4 Intentionally submitting inaccurate or misleading information in response to a procurement opportunity; and
- 6.3.5 Participating in any other activity that compromises the Town's ability to run a fair procurement process.

6.4 **Illegality**

Prior to submitting a bid, a bidder shall advise the Town of any previous convictions of itself or its affiliated persons for any unethical bidding practice or other similar conduct under the Criminal Code, the Competition Act or other applicable laws, for which a pardon has not been granted. The Town shall not consider or accept any bid for goods, services or construction from bidders to which a pardon has not been granted for any previous convictions relative to any unethical bidding practices or similar conduct punishable by law. Documentation shall be maintained by the purchaser for all procurements greater than \$20,000.

6.5 **Gifts, Favours or Gratuities**

To avoid any appearance or assumptions of favoritism, in return for business or the consideration of business, the Town prohibits vendors from offering gifts, favours or gratuities directly or indirectly, to Staff, Council, Purchasing Designates or any other representatives of the Town.

6.6 **Contract Management and Vendor Performance**

- 6.6.1 Department Heads or Purchasing Designates are responsible for managing contracts and monitoring the performance of vendors in accordance with applicable procedures;
- 6.6.2 Vendor performance evaluations may be undertaken during or at the end of a contract and documented for future reference;
- 6.6.3 The Department Head may take actions for unsatisfactory performance such as vendor suspension from future procurement opportunities, in instances where vendors do not fulfill their contract obligations with the Town; and
- 6.6.4 A contract may only be terminated prior to its expiration date with the approval of the CAO in accordance with applicable procedures.

6.7 **Vendor Exclusion and Disqualification**

The Town may exclude a vendor or disqualify a bidder from a competitive procurement process if:

- 6.7.1 The vendor is currently or has previously engaged in a legal dispute with the Town relating to a procurement process or a contract for the supply of goods or services;
- 6.7.2 The Town has determined that the vendor's performance under one or more prior contracts with the Town was unsatisfactory, and the vendor has failed to rectify the Town's concerns regarding the past performance;
- 6.7.3 The vendor has a conflict of interest, or the vendor has failed to disclose any actual or potential conflict of interest; and
- 6.7.4 The vendor or its affiliated persons have engaged in illegal or unethical procurement practices for which a pardon has not been granted.

6.8 **Harassment & Abuse**

Vendors shall ensure all workers are treated with respect and dignity. No forms of discipline involving corporal punishment, abuse, or harassment (whether psychological, sexual or verbal) is permitted. Disciplinary measures shall comply with local laws and internationally recognized human rights. No vendor, employee or worker raising a complaint based on this Vendor Code of Conduct, or based on applicable laws, shall be subject to disciplinary action or reprisal.

6.9 **Discrimination / Human Rights**

The Town shall not knowingly enter into a contract with any vendor that discriminates on the basis of social background, political affiliation, sexual orientation or any other grounds of discrimination prohibited under the *Canadian Human Rights Act*.

7. PROCUREMENT PROCESS

7.1 Unsolicited Bid

- 7.1.1 All unsolicited bids, including any offers for presentations or product/service trials submitted to the Town with the expectation on the part of the submitter of obtaining consideration for an ensuing contract or purchase by the Town shall be directed to the respective Department Head and the CAO for review and approval for acceptance.
- 7.1.2 In the event an actual goods/services product presentation or demonstration would be required in advance of a purchase decision, such presentation or demonstration should be included as part of the formal competitive bid process.
- 7.1.3 Any procurement resulting from the receipt of an unsolicited bid shall comply with the provisions of this Procurement policy.
- 7.1.4 In the absence of a competitive process, a contract may only be awarded in respect of an unsolicited proposal if a Non-Competitive Procurement is permitted in accordance with this policy and all applicable protocols.

7.2 Market Research

If the Town requires information about required goods and services or the availability of vendors in the market, a Department Head may conduct a Request for Information (RFI) or Request for Expression of Interest (REOI) process. The RFI or REOI process shall be publicly advertised to gather market research from any prospective vendors. These processes do not create any obligation between the Town and potential vendors.

7.3 Cooperative Purchasing

The Town may participate with other government entities, their agencies or public authorities in cooperative purchases when such purchases are considered to be most advantageous and in the best interest of the Town.

7.4 Competitive Procurement Process

Competitive procurement processes include but are not limited to:

- 7.4.1 Making Medium Order Purchases
- 7.4.2 Soliciting bids using an Invitational Competitive Process from a minimum of three (3) vendors (See RFQ-I);
- 7.4.3 Using cooperative procurement sources or
- 7.4.4 Conducting an Open Competitive Process by publicly advertising and posting the Call Document using one (1) of the following procurement methods:

- a) Request for Quotation (RFQ)
- b) Request for Tender (RFT)
- c) Request for Proposal (RFP)
- d) Request for Pre-Qualification (RFPQ)

7.5 TABLE “A”- STANDARD PROCUREMENT PROCESS

| Estimated Value | Procurement Process |
|------------------------|--|
| Up to \$5,000 | <p>Small Order Purchase</p> <p>Preference should be given to Canadian suppliers or to vendors that use Canadian-made products or Canadian-based services, where possible.</p> |
| \$5,000 to \$20,000 | <p>Medium Order Purchase</p> <p>Staff will attempt to obtain more than one (1) written quote by email, or online or utilize cooperative purchasing organizations. Documentation of the source(s) shall be saved.</p> <p>Preference should be given to Canadian suppliers or to vendors that use Canadian-made products or Canadian-based services, where possible.</p> |
| \$20,000 to \$100,000 | <p>Invitational Competitive Process</p> <p>Solicit bids by issuing a Call Document to three (3) or more potential bidders. (RFQ-I)</p> <p>Utilize Cooperative Purchasing organizations</p> <p>OR</p> <p>Open Competitive Process</p> <p>Solicit bids by publicly advertising and posting a Call Document. (RFQ, RFP)</p> <p>Preference should be given to Canadian suppliers or to vendors that use Canadian-made products or Canadian-based services, where possible.</p> |
| Greater than \$100,000 | <p>Open Competitive Process</p> <p>Solicit bids by publicly advertising and posting a Call Document.</p> |

| | |
|--|--|
| | <p>(RFP, RFT)</p> <p>Bids submitted by suppliers that are located wholly outside of Canada and in countries not acting in good faith of trade treaties will not be considered, unless deemed in the discretion of the CAO to be essential for the operation of the Town or if no other viable Bids, as determined in the discretion of the CAO, are submitted.</p> |
|--|--|

7.6 Risk Management

7.6.1 All Invitational and Open competitive procurements shall include both insurance and WSIB requirements.

7.7 Standing Offers and Prequalified Vendor Lists

7.7.1 Where the Town anticipates it will have a recurring need for specific goods or services but is unable to commit to specific quantities in advance, the Town may conduct an Open Competitive Process to establish Standing Offers with one or more vendors.

7.7.2 The Town may also conduct an Open Competitive Process to establish a list of prequalified vendors for the purposes of future purchases of specific goods or services. Once a prequalified vendor list is established, an Invitational Competitive Process may be used to purchase the goods or services from the prequalified vendors. Unless the prequalified vendor list remains open to new vendors, it must be refreshed every three (3) years.

7.8 Advertising and Bid Submissions

All Open Competitive Processes shall be advertised on an electronic portal such as the Town’s website and on such other tendering website established to facilitate compliance with trade agreements. Procurements shall be advertised for reasonable time periods taking into account:

- a) The nature and complexity of the procurement; and
- b) The extent of subcontracting anticipated
- c) Bids are to be submitted electronically by email or on such other means as specified in the Call Document.

7.9 Bid Evaluation

Bids shall be evaluated in accordance with the evaluation method described in the Call Document. When using a Request for Proposal, an Evaluation Team consisting of at least

two (2) people shall evaluate and score the bids based on the Evaluation Criteria that are disclosed in the Call Document.

7.10 Cancellation

The Town shall have the unfettered right to cancel any procurement process at any stage and shall not be obliged to accept any bid or award any contract.

7.11 Contract Award

The authority to approve the award of a contract is based on the Department Head's level of spending authority (Reference the attached Schedule "B"). Execution of agreements of \$5,000 or more shall be performed by the CAO.

7.12 Vendor Debrief

Where the Town has conducted a competitive procurement process, unsuccessful bidders may request a debrief.

7.13 Procurement Protests

Vendors may formally protest the outcome of a procurement process. Formal protests shall be made by vendors and responded to by the CAO. A vendor debrief is a pre-requisite to filing a formal Procurement Protest.

7.14 Non-Competitive Procurements

The Town shall make every attempt to obtain goods, services and construction using a competitive procurement process. However, there are instances when the Town may allow the purchase of goods, services, or construction without seeking pricing from alternate vendors competitively. Schedule "C" of this policy describes circumstances where the Town may permit a Non-Competitive Procurement to acquire goods, services, or construction.

7.15 Environmental Procurement

The Town is committed to the purchase of goods and services with due regard to the preservation of the natural environment and to encourage the use of environmentally friendly products and services.

7.16 Disposal of Surplus Goods

The Town shall dispose of surplus goods by either transferring them to other departments or agencies, or by selling, donating, recycling, scrapping or disposing of them.

Funds received from the sale of surplus goods shall be applied to any replacement goods or be placed in the Asset Management Reserve or in a self-funded department's reserve if the original purchase was funded from it in the first place.

8. ACCESSIBILITY

- a) The Town shall comply with the requirements of the Ontario Human Rights Code, the *Accessibility for Ontarians with Disabilities Act, 2005* and its associated standards enacted through regulation when procuring goods and services.
- b) The Town is committed to considering accessibility for people with disabilities and incorporating accessibility features when developing specifications for required goods and services.
- c) The Town requires that vendors who deal with members of the public on behalf of the Town be adequately trained and comply with accessibility standards.

9. SCHEDULES

- a) Schedule “A” to this Policy – Exemptions to Procurements forms an integral part of this policy and is attached hereto;
- b) Schedule “B” to this Policy – Procurement Threshold, Contract Amendment and Spending Authority, forms an integral part of this policy and is attached hereto; and
- c) Schedule “C” to this Policy – Non-Competitive Procurement forms an integral part of this policy and is attached hereto.
- d) Schedule “D” to this Policy – Trade Agreements forms an integral part of this policy and is attached hereto.

SCHEDULE "A" – EXEMPTIONS TO PROCUREMENT

Notwithstanding the above, adherence to this Procurement Policy is not required with respect to those items listed below, or to any other transaction specifically authorized by resolution of Council to be exempt from this policy:

1. Acquiring the following goods or services:
 - a. Goods purchased on a commodity market.
 - b. Payments to the Federal, Provincial, or other municipalities, boards or agencies for goods or services provided to the Town.
 - c. Any Federal, Provincial or Municipal mandated programs.
 - d. Goods or services for which the supply is controlled by a statutory monopoly.
 - e. Ongoing services being provided to the Town that were not obtained through a competitive process prior to the enactment of this policy. Department Heads may recommend to Council that the service be continued, or that a Call document be issued or that quotations be obtained at the time of renewal.
 - f. Work to be performed on property under the provisions of a lease, warranty or guarantee held in respect of the property or the original work.
 - g. The following goods and services related to training and education:
 - Subscriptions to newspapers, magazines, or other periodicals
 - Conferences, courses, and seminars
 - Facilitators and/or hosts
 - Memberships
 - Computer software for educational purposes
 - Services provided by the following licensed professionals:
 - Medical doctors, dentists, nurses, and pharmacists
 - Lawyers and any other professionals related to litigation or legal matters
 - Notaries
 - The following specialized services:
 - Management of investments (this includes borrowing and investing of money) by organizations who have such functions as a primary purpose
 - Honorariums
 - Expert witnesses

- Arbitrators and mediators

2. This policy does not apply to payment of the Town's general expenses, such as:

- employment contracts and refundable staff and Council expenses (e.g., meal allowances, travel, miscellaneous)
- Payroll deductions
- Human Resources consulting fees with respect to staff matters
- Staff benefits
- Damage claims
- Claim settlements
- Adjuster services
- Debenture payments
- Grants and donations
- Refunds
- Legal settlements
- Licenses (including hardware and software licenses and maintenance contracts)
- Hardware and software required to maintain existing products and systems originally obtained in accordance with the Procurement Policy
- Utilities

SCHEDULE “B” - SPENDING AUTHORITY

| ESTIMATED VALUE | COMPETITIVE | NON-COMPETITIVE |
|------------------------|--------------------------------|--------------------------------|
| Up to \$20,000 | Department Head (or designate) | Department Head (or designate) |
| \$20,000-\$100,000 | Department Head | Treasurer and CAO |
| Greater than \$100,000 | CAO | Treasurer and CAO |

1. Council approval is required when:

- a. The good or service procured is over \$20,000 of the approved budget
- b. The purchase is not included in the approved budget
- c. All contract documents with a value greater than \$5,000 per year shall be signed by the CAO or designate.
- d. Results for all procurement valued \$50,000 or more shall require a report to the CAO to be included in the CAO’s delegated authority report to Council.
- e. Details regarding procurement results that exceed the budget by any amount shall be communicated to the Treasurer for inclusion in financial reports to Council.
- f. Where savings to the Town total \$5,000 or more, details regarding procurement results that were less than the budgeted amount shall be communicated to the Treasurer for inclusion in financial reports to Council.
- g. Notwithstanding Schedule “C”, the CAO or Treasurer may require competitive purchasing where they deem appropriate.

SCHEDULE “C”– NON-COMPETITIVE PROCUREMENT

Goods, Services and Construction may only be acquired through a non-competitive procurement process if any of the following apply:

1. During the competitive process conducted under this policy and applicable procedures:
 - a) No bids were submitted or no vendors requested participation;
 - b) No compliant bids that conform to the mandatory requirements of the bid document were submitted;
 - c) No vendors satisfied the conditions for participation; or
 - d) The submitted bids were collusive.
2. The goods, services or construction can only be supplied by a particular vendor and no reasonable alternative or substitute goods or services exist for any of the following reasons included but not limited to:
 - a) The protection of patents, copyrights, or exclusive rights; and
 - b) To ensure compatibility with existing goods, or to maintain specialized goods that must be maintained by the manufacturer of those goods or its representative.
3. Additional deliveries are required for a project by the original vendor of goods, services or construction that were not included in the initial Call Document, and a change of vendor for such additional goods or services cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services, or installations procured under the initial procurement and would cause significant inconvenience or substantial duplication of works or costs for the Town.
4. For any reasons of urgency brought about by events unforeseeable by the Town or during an emergency, the goods or services could not be obtained in time using an open or invitational competitive procurement process.
5. If the Town procures a prototype or a first good or service that is developed in the course of, and for, a particular contract for research, experiment, study, or original development.
6. For purchases made under exceptionally advantageous conditions that only arise in the very short term in the case of unusual disposals such as those arising from liquidation, receivership, bankruptcy, or other government organizations, but not for routine purchases from regular suppliers.
7. If a contract is awarded to a winner of a design contest provided that the contest has been organized in a manner that is consistent with the principles of this policy in particular relating to the publication of a Call Document notice and the participants are judged by an independent jury with a view to a design contract being awarded to a winner.

8. If goods or consulting services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through an open Competitive Procurement Process could reasonably be expected to compromise government confidentiality, result in the waiver of privilege, cause economic disruption, or otherwise be contrary to the public interest.
9. To bridge or use as an extension to an existing contract to deliver goods, services or construction beyond the contract original end date in cases where a new procurement for the same deliverables is underway and additional time is needed to complete the procurement process and award a new contract.
10. For professional services less than \$75,000 per project.

SCHEDULE “D” – TRADE TREATIES

The Town shall abide by trade treaties in setting the open competition procurement thresholds. The Canadian government has trade treaties, both internally within Canada and internationally. To ensure the Town meets the requirements of the trade treaties, the open competition threshold in the Procurement By-law shall align with them. Table 1 shows the trade treaties and the applicable thresholds for goods, services and construction contracts.

| TREATY | GOODS | SERVICES | CONSTRUCTION |
|---|--------------|-----------------|---------------------|
| Canadian Free Trade Agreement (CFTA) – Canada only | \$133,800 | \$133,800 | \$334,400 |
| Canada – Chile Free Trade Agreement | \$134,300 | \$134,300 | \$8,800,000 |
| Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) | \$229,600 | \$229,600 | \$8,800,000 |
| Canada-Colombia Free Trade Agreement | \$134,300 | \$134,300 | \$8,800,000 |
| Canada-European Union Comprehensive Economic and Trade Agreement (CETA) | \$229,600 | \$229,600 | \$8,800,000 |
| Canada-Honduras Free Trade Agreement | \$134,300 | \$134,300 | \$8,800,000 |
| Canada-Korea Free Trade Agreement | \$100,000 | \$100,000 | \$8,800,000 |
| Canada-Panama Free Trade Agreement | \$134,300 | \$134,300 | \$8,800,000 |

| | | | |
|--|-----------|-----------|-------------|
| Canada-Peru Free Trade Agreement | \$167,800 | \$167,800 | \$8,800,000 |
| Canada-Ukraine Free Trade Agreement | \$229,600 | \$229,600 | \$8,800,000 |
| Canada-United Kingdom Free Trade Agreement | \$229,600 | \$229,600 | \$8,800,000 |
| World Trade Organization-Agreement on Government Procurement (WTO GPA) | \$229,600 | \$229,600 | \$8,800,000 |

Source: https://www.canada.ca/en/treasury-board-secretariat/services/policy_notice/contracting-policy-notice-2023-6-trade-agreements.html