

BY-LAW NUMBER 2013-34

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

BEING a By-Law to adopt a Policy Statement entitled Purchase of Goods and Services (Procurement) for The Corporation of the Township of Rideau Lakes.

WHEREAS The Township of Rideau Lakes has undertaken to set goals to provide clear and concise financial guidelines, practices and procedures and to ensure integrity and accountability for all financial transactions;

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

1. That the following Policy Statement entitled Purchase of Goods and Services for the Township of Rideau Lakes be approved and adopted.

Read a first and second time this 15th day of April, 2013.

Ronald E. Holman
Mayor

Dianna G. Bresee
Clerk

Read a third time and finally passed this 15th day of April, 2013.

Ronald E. Holman
Mayor

Dianna G. Bresee
Clerk



Procurement of Goods and Services Policy

Revised March 2013

THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy

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Procurement of Goods and Services Policy

SECTION A

Purpose

To establish a policy and procedures with respect to the Procurement of Goods and Services for The Corporation of the Township of Rideau Lakes

Goals

The goals of this Policy are:

- To provide clear and concise financial guidelines, practices and procedures as it relates to the Procurement of Goods and Services.
- To ensure that appropriate financial and operational controls are applied to the decision process in spending public money
- To ensure that the integrity, transparency and accountability for all financial transactions are maintained

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SECTION B

General Purchasing Procedures

The purchasing procedures laid out in this Policy shall be adhered to by all Municipal Departments, the Boards and Committees over which Council has direct control and by their staff.

Department Heads/and or Managers may delegate his or her purchasing authority as assigned to a subordinate, however, all responsibility remains with the Department Head and/or Manager.

Joint departmental purchasing shall be done whenever possible. Bulk purchasing is encouraged when practical.

All amounts referred to in this policy are net of HST.

Local suppliers will be given the opportunity to provide quotes on goods and services. In the event a bid is received for the provision of goods or services from a local supplier equal in price to a bid received from a non-local supplier and both of which bids meet the desired specifications of Council, preference shall be given to the local supplier.

The following periodic expenditures are authorized exceptions to the Township's Procurement of Goods and Services Policy:

1. Training and Education
 - Conferences
 - Courses
 - Conventions, Seminars
 - Magazines, Periodicals and Subscriptions
 - Memberships
 - Staff Development and Workshops
2. Refundable Employee Expenses
 - Mileage
3. Employer's General Expenses
 - Payroll
 - Payroll Deduction Remittances
 - Medicals
 - Pension Remittances
 - Employer Health Tax Remittances
 - WSIB Remittances

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SECTION B continued

General Purchasing Procedures (continued)

4. Professional and Special Services

- Committee Fees
- Investments
- Rents and Leases of Properties
- Normal Operating or Ongoing Consulting and Professional Services
- Legal Fees
- Temporary Help
- Audit Fees

5. Utilities

- Postage
- Water and Sewer
- Hydro
- Heat
- Telephone
- Radio Licence

6. Miscellaneous

- Garbage Collection and Disposal
- Education and Upper Tier Levies
- O.P.P. Direct Costs
- Approved Agreements with Area Municipalities
- Vehicle Licence
- Vehicle Repairs
- Bank Charges

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SECTION C

Budgetary Control and Spending Limits

Prior to the passing of the annual budget, each department shall be allowed an interim appropriation of 40% of the previous year's operating budget and such interim appropriation shall be deemed to be for routine, necessary or statutory purposes unless otherwise directed by Council.

All expenditures shall be within the current approved budget and within approved estimates otherwise prior approval of Council shall be required.

All expenditures shall be supported by legible invoices, with satisfactory detail to support the purchase. Faxed or copies of invoices shall be checked by the Department Head/Manager.

All invoices shall be initialled and assigned the proper account number by the respective Department Head/Manager and shall be submitted to the Treasury Department for payment.

When the circumstances warrant immediate action or when time is a constraining factor or when health and safety and public interest are in jeopardy, an emergency expenditure must be approved by the Chief Administrative Officer("CAO") or in the absence of the CAO, the Mayor of the Township must approve the expenditure.

Department Heads and/or Managers may approve expenditures with a value of \$2,000 or less.

All expenditures over \$2,000 and below \$5,000 shall require (2) two written quotes as a minimum requirement which shall be recorded by the Department Head/Manager.

All expenditures between \$5,000 and \$20,000 shall require the Department Heads to obtain three (3) written quotes and to proceed with the lowest quote.

The tendering or RFP procedure may be used for any expenditure over \$5,000 where in the opinion of Council and/or the Department Head/Manager, it is deemed to be appropriate and in the best interest of the Township and/or the public.

All expenditures in excess of \$20,000 must proceed under the tender or RFP procedure, as determined by the Department Head/Manager.

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SECTION D

Purchase Orders

Purpose

The purpose of the use of purchase orders is to maintain financial control when goods are ordered or purchased by an employee, other than a Department Head/Manager.

Limits

A purchase order must be approved by the Department Head/Manager when a designate is ordering or purchasing goods in excess of \$1,000. The purchase order shall be used for goods only and not for services, tenders or other contractual purchases. A purchase order should accompany any receipts or invoices. Only one purchase order is to be used for each supplier.

Purchase Order Routing

All purchase orders will be issued under the signature of the Department Head/Purchasing Officer, or CAO, as prescribed in this Policy.

The routing of purchase orders will be as follows:

1. Original and copy to supplier.
2. Copy to Purchasing Officer for follow-up

Receiving of Goods

- All purchased items should be received through each Department in order that goods received can be checked against the corresponding purchase order to ensure they are of the same type or model of goods and quantity that were ordered.
- When goods are received, they will be immediately inspected to ensure that they meet the specification and that they have not been damaged during shipment.

Payments of Accounts

Payment of accounts can only be made when the receipt of goods and services has been acknowledged. The Department Head/Manager or Designate will check the invoice against the corresponding purchase order. If there are no discrepancies, the invoice may be coded for payment and approved by the Department Head/Manager.

The Department Head/Manager or Designate will check all invoices to ensure that all necessary information conforms to corresponding Purchase Order(s). The Department

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SECTION D continued

Head/Manager or Designate will also enter all information on the invoices as to the account the invoice will be charged and processed for payment. Invoices received for which no purchase order exists will be forwarded to the Department Head/Manager responsible for approval for payment. The approved invoice will be returned to the Treasury Department for payment indicating the appropriate account number to which the invoice is to be charged.

Information on the Purchase Order

Only pre-approved Purchase Order statements are to be used. The following information must be accurately reported on the Purchase Order:

Company Name, Contact, Telephone and Address of the Supplier

Date

Product Name or Names

Unit Price

All Taxes

Total Unit Price

Total Price

Delivery Location

Signature of Person Placing Order

Signature of Department Head/Purchasing Officer

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SECTION E

Tendering Process

Tenders

Formal tendering practices shall apply for the purchase of an item or service where the estimated value is or will exceed the amount of \$20,000. The RFP process may be used instead of tendering, where deemed appropriate by the responsible Department Head/Manager.

Recording and Control of Tendering Material

The Department Head/Manager shall prepare the tender package with specifications.

The Department Head/Manager shall record each tender in an alpha/numeric identification code reflecting the department, year and sequence of the tender. Example: PW for Public Works, CS for Community & Leisure Services, AD for Administration and LP for Development Services. Examples of a department tender list therefore would be PW2008-01, PW2008-02.

Advertising

Tenders shall be called by Public Advertisement via Township Website and Local Newspapers or by the use of the Township's established source list.

All Tender advertisements shall be produced by the Department Head/Manager and shall be consistent throughout for the use of prospective bidders.

Changes to Tender under Call

Preparation of Addenda

Interpretation should be made in reply to queries from bidders only in the form of a written addendum.

When it becomes necessary to revise, delete substitute or add to tender documents for a tender under call, the Department Head/Manager shall approve the issuance of an addendum or cancel the tender. Prior to making any changes to a tender the Department Head/Manager shall review the tender documents to ensure any change is authorized by the tender documents.

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SECTION E continued

Notification to Contractors/Suppliers of Addenda Issued

A written copy of each addendum shall be forwarded via mail to each contractor/supplier who obtained a tender package. A copy of the notice of addendum shall also be stapled to each tender package not yet distributed.

If a notice of addendum is prepared too late to allow notification by mail prior to the closing of tender, in addition to mailing the notice, each contractor/supplier who obtained a tender package for the tender shall be notified of the revision by fax or courier. In addition to the above procedure, reasonable efforts to notify the contractor/supplier by telephone prior to mailing the notice shall be made.

Notification of Cancellation of Tender to Contractors/Suppliers

Each contractor/supplier who obtained a tender package shall be notified by registered mail of the cancellation of the tender. In addition to the above procedure, reasonable efforts to notify the contractor/supplier by telephone prior to mailing the notice of cancellation shall be made.

Notification to Contractors/Suppliers of Extension of Time

Each contractor/supplier who obtained a tender package shall be notified by registered mail of the extension of time. In addition to the above procedure, reasonable efforts to notify the contractor/supplier by telephone prior to mailing the notice of the extension of time shall be made.

Disposition of Tenders When Closing Date Has Been Extended

When the closing date for receiving tenders has been extended, tenders already received shall be handled as follows:

- a) If the extension of time is four weeks or less, the contractor/supplier shall be advised by facsimile that his/her tender will be returned upon request.
- b) If the extension of time is more than four weeks, all tenders shall be returned unopened.

All communications by mail shall be registered.

Tendering Requirements

All tenders shall be either mailed or delivered to the Clerk or designate prior to the stipulated closing time.

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SECTION E continued

Tenders are required to conform to the conditions listed below:

- a) The unaltered tender form as supplied by the Township in the tender package must be used and in the possession of the Clerk on or before the Tender Closing Date and Time.
BIDS RECEIVED AFTER CLOSING TIME WILL BE REJECTED AS NON-COMPLIANT AND WILL NOT BE CONSIDERED.
- b) The tender must be legible, written in ink or by typewriter and **ALL ITEMS MUST BE BID,** unless the tender terms specifically permit otherwise, with the unit price for every item and other entries clearly shown.
- c) The tender must not be restricted, limited or otherwise qualified by a statement added to the tender form or a covering letter, or alterations to the tender forms provided by the Township, (unless specifically permitted by the Township in the tender package).
- d) Adjustments by telephone, telegram, fax or letter to a tender already submitted will not be considered. A Bidder desiring to make adjustments to a tender must withdraw the tender and/or supersede it with a later tender submission.
- e) Bidders must supply their own Envelopes to return Tender.
- f) The tender form must be signed and initialled in all of the space(s) provided on the form, with the signature of the bidder or of a responsible official of the contractor/supplier bidding of having the authority to bind the corporation. If a joint bid is submitted, it must be signed on behalf of each of the bidders and if the signing authority of both bidders is vested in one individual he shall sign separately on behalf of each bidder. Qualified Contract tender forms(s) must be submitted under the name of a contractor/supplier (group of contractors/suppliers) who has (have) been approved as having the required rating for the contract being bid.
- g) Erasures, overwriting or strike-outs must be initialled by the person signing on behalf of the contractor/supplier bidding.
- h) The tender shall be accompanied by an agreement to bond (when bonding is required by the terms of the tender) and a bid bond or a certified cheque or bank draft or money order or Irrevocable Letter of Credit (when bid deposit is required by the terms of the tender) made payable to the Corporation of the Township of Rideau Lakes in the amount specified in the tender, **AND MUST BE ENCLOSED IN THE SAME ENVELOPE AS THE TENDER.**

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- i) The successful candidate will be required to show proof of registration with WSIB and compliance with the Provincial Retail Sales Tax requirement before the final awarding of the contract takes place

Deposit Requirements

The bid security (if applicable) shall be specified in the tender/quotation document.

Failure to Observe Tender Requirements

If any of the tender requirements have not been met, the tender shall be considered to be a “Non-compliant Bid”

Bonding Requirements

When stipulated, a tender Performance Bond for 100% of the tender or 50% in the case of pre-qualified contracts, or other amounts when conditions warrant, issued by an approved Guaranty Company on Bond Forms acceptable to such companies by the Township is required. Alternatively, the bidder may submit 100% of the amount of tender in cash or certified cheque or irrevocable letter of credit must be furnished by the contractor when the contract is signed.

Receiving Tenders

All tenders received shall be under the control of the Clerk and shall be held in a secure storage area adequate for safekeeping.

Tender Envelopes

Tender Envelopes shall clearly Reference Tender Number, Project Tendered and Bidders Name and Address. Failure to provide such information on tender envelopes shall result in rejection of bid as non-compliant.

Time and Date and Recording of Tenders

When a tender is received, the envelope shall be time and date recorded in ink and initialled by the Clerk/Designate. Receipt of the tender shall be recorded on a list of tenders received and tenders shall be deposited unopened in the proper security safekeeping area. The tenders shall be deemed received when the Clerk/Designate has stamped the envelope with the time and date of receipt.

NOTE: The number of bids received and names of bidders is confidential Information and shall NOT be divulged prior to the tender opening.

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Official Time

The time used of bid closing shall be determined by the Clerk/Designate shall be considered as the official time according the clock in the Township offices, whether accurate or not.

LateTenders

Regardless of the time a bid is received, the envelope shall be time and date stamped. If the deadline for bid submissions has passed it shall be returned unopened to the bidder. If a tender is to be returned by mail, it shall be accompanied by a covering letter stating that the tender could not be considered due to late arrival. If a late bid is received without a return address on the envelope it shall be opened, address obtained and then returned. The covering letter should state why the envelope could not be returned unopened.

Action on Correspondence Pertaining to Adjustments, Corrections or Restrictions to a Tender

Any correspondence pertaining to adjustments, corrections or restrictions to a tender, which is received with a tender but outside the tender envelope or is received after a tender has been submitted but prior to closing time, shall not be considered. Depending on the time available, reasonable efforts shall be made to advise the bidder by mail or phone of the withdrawal procedures.

Withdrawal of Tenders

Withdrawal of Tenders Prior to Tender Opening

A contractor/supplier who has submitted a tender may request that his/her tender be withdrawn. The withdrawal shall be allowed if the request is made before the closing time for the tender to whom it applies. Withdrawal requests must be directed to the Clerk/Designate by letter, fax, or in person. Telephone requests will not be considered.

When withdrawal requests are made in person, the Clerk/Designate shall obtain a signed withdrawal.

Withdrawal Request Form – Section Q

Tenders confirmed as withdrawn prior to being placed with other tenders, shall be returned unopened to the contractor/supplier. Withdrawal requests received after the tender has been deposited shall, together with the confirmation of withdrawal be placed in with other tenders. These bids shall be dealt with at the opening by announcing that the tender is withdrawn and said tenders shall not be opened.

Withdrawal requests received after the closing of tender deadline for bid submissions will not be recognized. The party concerned shall be informed that the withdrawal request

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arrived too late for consideration. The tender shall be read out at the tender opening with the other tenders and if it is the successful bid on a contract, the matter shall proceed in accordance with this policy.

Withdrawal of Tenders during Tender Opening

During a tender opening at the conclusion of the reading out of bids on a tender, a low bidder may withdraw any of his remaining tenders on other tenders. Tenders withdrawn under this procedure cannot be reinstated.

If more than one tender is read out under the same name for the same tender and no withdrawal notice has been received, the tender contained in the envelope bearing the most recent date and time stamp shall be deemed the intended bid. Any prior tenders received shall be considered withdrawn and returned to the bidder in the usual manner.

Opening Tenders

a) **Public Opening of Tenders**

Tender openings shall be open to the public.

b) **Determine Order in Which Tenders Will Be Dealt with**

The tenders will be opened in the order of the date and time received by the Clerk/CAO.

c) **Action on Correspondence Requesting Withdrawal When Tender Envelope Opened**

Any correspondence requesting withdrawal of a tender shall be read by the Clerk/CAO whom shall state the nature of the correspondence, the name of the bidder and the contract number. Clerk/CAO shall then attach the withdrawal notice to the tender envelope, which shall remain unopened.

d) **Opening and Sorting of Tenders**

When the correspondence in the tender envelope has been dealt with the remaining tenders shall be opened. Each tender form shall be stapled to the applicable tender envelope, the deposit cheque clipped to the tender form and the tenders sorted according to the contract number.

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e) Action on Correspondence Found Enclosed In Tender Envelope

If correspondence is found enclosed with a tender in the tender envelope which, in the opinion of the Clerk/CAO could qualify the bid in any way, that tender shall initially be considered a Non-Compliant Bid and shall be so noted in the record of tenders opened and the tender read out in the normal manner. This correspondence and the tender shall be referred to the Department Head/Manager in consultation with the CAO for decision as to acceptance or rejection.

g) All Tenders' Received must be accounted for

When tenders have been opened and sorted, the Clerk/CAO shall check the listing of tenders received and the number of tenders opened to ensure that all tenders received are accounted for. If a discrepancy occurs, the tender opening proceedings shall be delayed until all tenders have been accounted for.

h) Reading Out of Bid Amounts, and Listing of Information

When all tenders have been accounted for, the Clerk/CAO shall announce for each tender, the tender number, and the number of bids received and for each tender, the name of the bidder and total bid amount, simultaneously recording the name of each bidder, the amount of the tender and the deposit cheque amount and agreement to bond (if applicable) on a tender opening form.

NOTE: If, during the reading out of tenders, the Clerk/CAO receives a tender with correspondence other than a withdrawal request attached, the tender shall initially be considered a Non-Compliant Bid and shall be so noted in the record of tenders opened and the Clerk/CAO shall read out the tender in the normal manner.

i) Action When Correspondence Requesting Withdrawal Attached to Tender

When, during the reading out of tenders, the Clerk/CAO received a tender that has correspondence requesting withdrawal attached, the Clerk/CAO shall read out the tender number and the bidder's name and indicate to those in attendance that the tender is one previously announced as withdrawn at the request of the bidder. The bidder's name for each withdrawn bid shall be recorded immediately following the names of the bidders whose tenders will be considered, noting the method and date of withdrawal.

j) Action When All Tenders Have Been Read Out and Recorded

When all tenders have been read out and the information has been recorded by the Clerk/CAO, he/she shall close off the Record of Tenders Opened and sign the tender form.

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k) **More Than One Tender under Same Name**

During the reading out of tenders the Clerk/CAO shall check for more than one tender under the same name (without a notice of withdrawal).

If two tenders for the same tender are received in the same tender envelope, (contractor's copy included) the signed copy or if both are properly executed and prices differ, the lower price shall be deemed the intended bid and shall be processed in the normal manner.

l) **Preparation of Notice of Withdrawal of Tender**

A contractor/supplier (read out as low on a previous tender) who desires to withdraw a tender (s) during an opening shall attest in writing to his identity and state the tender(s) on which he/she desires to withdraw. The Notice of Withdrawal of tender must be signed by the contractor/supplier. This notice must be handed to the Clerk/CAO before the reading out of the first tender on the tender(s) to which it applies. The Clerk/CAO shall attach it to the applicable tender. The Clerk /CAO shall read out the bidder's name and announce that the tender has been withdrawn in accordance with established procedure. The Clerk /CAO shall not read out the bid amount of a withdrawn tender.

NOTE: A contractor/supplier who withdraws a bid on the strength of being read out as low bidder on a previous tender does not have the right to reinstate the withdrawn tender if subsequent checking proves that his tender on the previous tender was not in fact low.

Checking Tenders

The tenders will be checked to determine whether,

- (i) all tendering requirements have been met,
- (ii) all unit prices have been correctly extended.
- (iii) the extensions have been correctly totalled.

Tenders which do not conform to tender requirements or which require mathematical correction(s) shall be deemed "Non-Compliant Bids" and dealt with as set out in this policy

NOTE: All checks shall be completed by the Department Head/Manager as soon as possible following the public portion of a tender opening. The Clerk/CAO shall check to ensure that:

- 1) The bidder's name and tender amount shown on the Record of Tenders Opened is correct.
- 2) The tender form is properly signed and initialled.

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- 3) The correct tender form and envelope have been used.
- 4) Each tender envelope is time and date stamped prior to the contract closing time.
- 5) The deposit, (when applicable) is sufficient and in an acceptable form.
- 6) Each item on the tender has been bid (unless the tender specifically permits otherwise).
- 7) All extensions and the total for each tender is correct. If the extensions and total are correct the checker shall affix a numbered stamp or initial each tender adjacent to the total certifying that it has been checked
- 8) The tender is free of restrictions or alterations.
- 9) All other tendering requirements have been met.

Tender on which all Bids are In Order

The Department Head/Manager involved shall prepare an information report in writing with respect to the tender awarded, to the CAO, who shall ensure that this information is transmitted to Council.

Tender on Which Non-Compliant Bids Have Been Received

Following completion of the checking procedures outlined in this policy, bidding infractions, if any, shall be noted on the Form of Tenders Opened. This notation must clearly state the reason the bid has been considered Non-Compliant. The CAO/Clerk shall then decide on the acceptance or rejection of all tenders noted as Non-Compliant on the records or tenders opened.

Basis of Decisions, Acceptance or Rejection of Non-Compliant Bids

The decision as to whether a Non-Compliant bid may be accepted or rejected shall be based upon a determination by the Clerk/CAO as to whether the bid is substantially compliant with the terms of the tender. If in the determination of the Clerk/CAO the Non-Compliant Bid is substantially compliant, with the terms of the Tender, at the discretion of the Clerk/CAO, the Non-Compliant Bid may be accepted and considered in accordance with this Policy.

Extreme care must be exercised by the Clerk/CAO to ensure that Non-Compliant Bids are handled in a manner which is fair to other bidders as well as the public.

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Non-compliant Bid Summary

ITEM	IRREGULARITIES	RESPONSE
1	Late Bids	Automatic rejection, not read publicly and returned unopened to bidder
2	Unsealed Envelopes (Tender or Other)	Automatic rejection
3	Deposit Cheque not submitted	Automatic rejection
4	Certified Cheque not certified	Automatic rejection
5	Amount of deposit cheque incorrect	Automatic rejection
6	All required sections of Bid documents not completed	Automatic rejection unless, in the opinion of CAO and Clerk, the nature of the omission is trivial or insignificant, does not affect the total price and the Bid may be deemed substantially compliant
7	Failure to execute Bid Bond by Bidder	Automatic rejection
8	Bids not completed in ink, typewritten or automatic printers	Automatic rejection
9	Incomplete, illegible or obscure bids or bids which contain additions not called for, erasers, alterations, or strike-outs errors or irregularities of any kind	May be rejected as Non-compliant, unless such changes remain legible and have been initialled by the authorized person signing on behalf of the tender, at the discretion of the Clerk/CAO
10	If a bid is restricted by a statement added to the tender form or a covering letter or alterations to a tender form	Automatic rejection unless the change was requested by the Township in the Tender package
11	Bids received on documents other than those provided in Tender or requested	Automatic rejection
12	Pricing or signature pages missing	Automatic rejection
13	Part Bids (all items not bid)	Automatic rejection unless partial bids have been specified in the request tender package
14	Bids received on documents other than those provided on Tender Forms by the Township of Rideau Lakes	Automatic rejection
15	Signature missing: signatory's authority to bind the Corporation or signature missing	Automatic rejection

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16	Pages requiring completion of information by tender are missing	Automatic rejection
17	Where less than three otherwise acceptable bids are received in response to a tender	All tenders may be rejected by Council on the grounds of inadequate response

Note: The above list of examples of non-compliance should not be considered exhaustive. The CAO/Clerk in consultation with requisitioning Department Head/Manager will review minor irregularities not listed and acting in consensus shall have authority to waive such irregularities deemed trivial or insignificant.

DECISIONS ON IMPROPER BIDS:

When a Non-Compliant Bid must be rejected as per policy, the amount of the tender shall not be recorded in the Tender Form used at the Tender Opening but the words “Rejected Bid” shall be recorded. When a Non-Compliant Bid is one that may be accepted as substantially compliant as outlined in the Policy, it shall be noted as a “Non-Compliant Bid” in the Tender Form used at the Tender Opening along with the amount of the tender. All tenders shall be referred to Department Head/Manager for review of bids in order to recommend an award. In the report to the CAO they shall recommend acceptance or rejection of any Non-Compliant bids and they shall recommend the award of the contract.

Notification of Acceptance of Tender

Notification of Acceptance

Upon the award of the contract the Department Head/Manager shall immediately advise the successful bidder that his/her tender has been accepted and shall also notify all other bidders of the decision.

Disposition of Deposit Cheques

Following the award of the tender all deposit cheques, bonds, letters of credit other than the low and second low bidders shall be returned to the applicable bidders by registered mail by the Department Head/Manager and all original tender forms shall be retained by the Department Head/Manager.

Disposition of Withdrawn Tenders

Following the tender opening, the Department Head/Manager shall return the withdrawn tenders and the deposit cheques (when applicable) to the bidders by registered mail or by hand. If a tender and deposit cheque is returned by hand, a letter acknowledging receipt must be signed by the bidder.

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Inadequate Response to Tender

Where less than three otherwise acceptable bids are received in response to a tender, all tenders may be rejected by Council on the grounds of inadequate response.

REQUEST FOR PROPOSALS PROCESS (RFP's)

REQUEST FOR PROPOSALS (RFP'S) may be called instead of tenders, by way of public advertising or invitational bid, as outlined in The Corporation of the Township of Rideau Lakes Procurement Policy including, but not limited to the following circumstances:

- a) When requirements or services cannot be definitively specified;
- b) When the requirements or services are non-standard or specialized in nature;
- c) Approximate dollar value;
- d) Budget account number and budget authority;
- e) Description of work and/or item(s) to be purchased;
- f) Closing date;

RFP's with a value between \$5,000 and \$20,000 or over shall be assigned an RFP number.

The Department Head/Manager shall initiate the RFP process by preparing documents with all provisions and ensuring that the document is in the proper format.

The Department Head/Manager shall advertise and distribute RFP packages.

All Public RFP's shall be advertised on the Township's Website. Additionally, at the discretion of the Department Head/Manager, RFP's may be advertised in a local, regional, and/or construction newspaper (2 to 3 days lead time required).

Advertisements shall include the following information (if applicable):

- a) Site meeting time/date/location
- b) Contacts names for technical and purchasing inquiries
- c) Document fee (if applicable)
- d) Location for pick up and drop off of bid documents

The Closing date is usually fifteen (15) calendar days after 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 items(s).

THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy

SECTION E continued

Public Request for Proposal document packages are available from the Department Head/Manager's Office, Township of Rideau Lakes, 1439 County Rd. 8, RR 1, Delta, Ontario K0E 1G0. It shall be the responsibility of the Proponent to ensure that Proposals are received on time.

RFP's shall be addressed to the Department Head/Manager whom shall receive all sealed submissions and issue a date and time-stamped receipt, if requested.

The Clerk/CAO shall refuse to accept any submission that is:

- a) Not sealed
- b) Received after closing deadline
- c) Submitted after an RFP has been cancelled

Requests for withdrawal of an RFP shall be allowed if the request is made before the closing time for the contract to which it applies. Requests shall be directed to the Department Head/Manager 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 an RFP does not disqualify a Proponent from submitting another RFP on the same contract.

Proposals shall be opened on the appointed day for registration of bids or at such time as may be set out in the RFP. RFP's are not read in a public format and only the names of proponents will be made public.

Proposals received shall be evaluated by the Department Head/Manager and CAO and a Report and Recommendation given to Council for consideration. Following Council's approval, any Contract negotiated and entered must be executed by the Mayor and Clerk.

Once a Vendor has been selected and a decision is made by the Department Head/Manager to negotiate a contract, the report recommending approval shall be a matter of public record.

Proposal results, if requested, shall be made public by the Department Head/Manager in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O., 1990, as amended.

THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy

Execution of Contract

Where a contract is required, a contractor/supplier shall be allowed ten working days between the date of mailing the Form Contract and the date the executed contract must be returned to the Department Head/Manager, unless an extension has been approved by the Department Head/Manager. Copies of the executed contract will be distributed to the Department Head/Manager. Contracts will be forwarded by the Clerk/CAO and it shall be the responsibility the Department involved to submit to the Clerk/CAO a contract approved form. No work shall proceed until the contract is executed by all parties.

The Contractor shall not subcontract, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or their right, title or interest in the contract without the express written consent of the Township.

Action on Acceptance of Contract

When copies of the executed contract are returned and found acceptable to the Department Head/Manager the deposit cheques of the successful proponent and the second low proponent shall be returned registered mail.

Action When Successful Proponent Does Not Finalize Contract

If a contract has been issued and the successful proponent fails to sign the contract or provide a contract bond cash or other acceptable collateral within the specified time, the Department Head/Manager may grant additional time to fulfil the necessary requirements or may recommend to Council, one of the following:

- (a) that the contract be awarded to the next low proponent
- (b) that the contract be cancelled.

If a contract is to be awarded to the second low proponent, his/her deposit cheque shall be retained until he/she has actually signed the contract. If the second low proponent fails, or declines, to execute the contract if awarded to him/her, his/her deposit shall be forfeited.

THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy

SECTION F

TENDERS/RFP's AGREEMENTS - INSURANCE

The successful bidder/proponent shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, the following insurance and provide the Township with evidence thereof:

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2,000,000.00 per occurrence/\$2,000,000.00 annual aggregate for any negligent acts or omissions by the contractor relating to its obligations under the Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury' contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; property & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

Such insurance shall add the Township of Rideau Lakes as Additional Insured with respect to the operations of the bidder. This insurance shall be non-contributing and apply as primary and not as excess of any insurance available to the Township. The successful bidder shall indemnify and hold the Township of Rideau Lakes harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000.00 inclusive for each and every loss.

Professional Liability Insurance (If applicable)

Professional liability (errors and omissions) insurance coverage shall be obtained to a limit of not less than \$1,000,000.00 on claims made basis. Such coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy

Environmental Impairment Liability (If applicable)

The bidder shall effect and maintain Environmental Impairment Liability with a limit of not less than \$1,000,000.00 Per Incident/Annual Aggregate. Coverage shall include

Third Party Bodily Injury and Property Damage including clean-up costs. Such insurance shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

Such insurance shall add the Township of Rideau Lakes as Additional Insured with respect to the operations of the bidder. This insurance shall be non-contributing and apply as primary and not as excess of any insurance available to the Township. The successful bidder shall indemnify and hold the Township of Rideau Lakes harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least sixty (60) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES
Procurement of Goods and Services Policy

SECTION G

CERTIFICATES OF INSURANCE

A Certificate of insurance is a document which verifies that a policy has been written and states the nature of coverage in general terms. The certificate acts as proof of insurance and provides a summary of coverage and general provisions of the policy document.

When requesting a certificate, special attention should be given to coverage, limits of liability and policy term. If the policy expires prior to completion of the contract, an abeyance should be set up and a renewal certificate requested and received prior to the expiration date of the previous certificate.

The certificate should also indicate the description of the project/job to ensure that the actual work is included within the description of the bidders operations.

A certificate holder differs from an Additional Insured. A certificate holder is not an Additional Insured and coverage does not extend to the certificate holder. An Additional Insured is an entity other than the Named Insured who is protected under the terms of the insurance policy arising from the Named Insured's operations. The certificate must state that the Township of Rideau Lakes is added as Additional Insured to afford coverage from the described policy.

THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy

SECTION H

NOTICED TO ALL CONTRACTORS

**CORPORATE STATEMENT
OCCUPATIONAL HEALTH AND SAFETY**

The Township of Rideau Lakes is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, contractors, agents and others on our premises.

ALL CONTRACTORS SHALL:

1. Demonstrate establishment and maintenance of health and safety program with objectives and standards consistent with applicable legislation and with The Corporation of the Township of Rideau Lakes' health and safety policies and requirements.
2. Submit a copy of past accident records, Work place Safety and Insurance Board Number or independent Operator I.D. # and clearance certificates.
3. Where confidential areas/departments are involved, all contractor employees must sign a Confidentiality Agreement.
4. Ensure that workers in their employ are aware of hazardous substances that may be in use at their place of work and wear appropriate personal protective equipment as may be required.
5. Commercial Vehicle Operator's Registration (CVOR) and Drivers abstract to be provided when requested.
6. Upon request at any time from award to completion of contract, submit proof of fulfillment of above responsibilities.

Your cooperation and assistance in this matter is appreciated and vital to the Health and Safety of all.

THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy

SECTION I

Emergency Procedures

Notwithstanding the foregoing, the provisions of this Policy may be disregarded for goods and services that may be required in the event of an emergency situation. Where the expenditure relating to an emergency is anticipated to exceed \$5,000, the Department Head must first obtain the approval of the CAO and/or the Mayor.

Any purchase of goods or services incurred in the event of an emergency, having a value greater than \$2,000 shall be reported to the CAO and/or the Mayor.

Persons with Disabilities

In acquiring goods and services for the municipality, municipal staff shall consider and have regard to disability accessibility issues as they may reasonable pertain to such acquisitions of goods and services in accordance with the Township's Procurement By-Law.

Green Procurement

In acquiring goods and services for the municipality, municipal staff shall consider whether it is feasible to incorporate environmental considerations into solicitations for goods and services. Purchasing staff shall keep apprised of the best purchasing practices for responsible environmental procurement, and shall bring same to the attention of operating departments wherever the same are applicable.

Exceptional Circumstances

Where the municipality will benefit from a purchase that cannot be accommodated under this policy, the manager must obtain written approval from the CAO who will bear responsibility for the expenditure.

THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy

SECTION J

Leases

Leases are to be negotiated by the CAO and the Department Head. The recommendation will be forwarded to Council for approval. As a general principle, leases shall be considered when the following conditions are applicable:

- When the expenditure of the goods or services is less than the purchase of such goods and services.
- The residual payment on the lease is negligible or justification can be made to accept a residual payment that is higher.

Leases will be treated in the same manner as purchase, based upon the retail value of the goods or product, not upon the annual value of the lease payment, (e.g. a \$25,000 vehicle will be purchased through the tender process, even though the annual payment is less than the amount required to go to tender.)

At the expiration of a lease, a replacement goods or product be re-quoted or re-tendered. Automatic "roll-over" of a lease payment into a new product must be authorized by the CAO and/or Council as appropriate.

The report to Council recommending the entering into a lease agreement will require the Department Head/Manager to include the following information:

- Value of product or service if being purchased
- Length of the lease
- Monthly and annual lease payments
- Residual Amount
- Interest

Once a lease has been negotiated and approved, a copy of the lease and documents must be forwarded to the Treasurer.

THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy

SECTION K

ON GOING SERVICES AND CONTRACTS

This section of the Policy is intended to give direction regarding "on going" services and contracts which the Township may have with various suppliers. Examples include but are not limited to:

- Audit services
- Banking services
- Legal services
- Property and liability insurance
- Cleaning services
- Maintenance Contracts
- Professional and consulting services

Some of the above noted services have annual renewals. At the time of renewal, the Department Head may recommend to the appropriate Committee that the services be tendered, or that quotations be obtained.

In the event that the service does not have an annual renewal, the Department Head shall, at least every three years, and sooner if deemed necessary, recommend to the appropriate Committee that the service be continued, or that it be tendered or quotations obtained.

A local tradesperson or contractor, by virtue of special training or knowledge can be retained on an ongoing/call in basis, where deemed appropriate by Council.

THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy

SECTION L

Petty Cash and Cash Advance

1. Petty Cash

The purpose of the petty cash is to pay for minor purchases, when the supplier has not extended credit to the Township or when payment by cheque is not practical.

Petty cash shall be administered by the Treasurer.

An original receipt or voucher indicating the nature of the expenditure, the supplier, the amount paid including taxes, and the amount to be charged shall be provided to the Treasurer for reimbursement from petty cash.

The Treasurer shall determine the amount to be carried in all petty cash funds and determine the method of accounting in accordance to accounting principles.

The limit on a cash float will be \$100.

2. Cash Advance

A Department Head and/or Manager, with a minimum of three (3) days notice may make a written request to the Treasurer for a Cash Advance for the purpose of:

- Establishing a cash float for a venue or event
- For authorized travel or accommodation for the purpose of training, seminars, workshops and/or conferences/conventions

For travel and accommodation, the limits will be set at \$50.00 per day and \$100.00 for the purpose of mileage.

THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy

SECTION M

Credit Card

The credit card is designed to streamline and reduce the need for cash advances without eroding good business practices or circumventing internal controls. The card must be issued through and with the concurrence of the Treasurer upon approval of the CAO. A card may be revoked at any time, for any reason, by the Council at the recommendation of the Treasurer.

The card will be distributed to the designated employee who is responsible for making purchases on behalf of the Township.

There is monthly credit limit of \$10,000 including HST.

The liability for charges on the credit card rests with the Card Holder.

The Corporation of the Township of Rideau Lakes is not liable for any unauthorized use of the credit card which occurs after notification of loss, theft or cancellation has been received by the appropriate card agency.

Credit cards must be received from the Treasurer and must be signed on the back upon receipt. The cardholder is also required to sign an acknowledgement letter, Appendix "A" attached, stating the credit card was received and will only be used for authorized purchases. The card must only be used by the individual whose name is on the card.

**THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy**

APPENDIX “A”

**Employee Acknowledgement of Responsibilities and Obligations
For the Use of the Visa Card**

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1. I understand that the card is for approved corporate purchases only, and I agree not to charge personal purchases.
 2. I agree to immediately notify the Royal Bank of Canada if the card is lost or stolen. I further agree to confirm the telephone call by mail or facsimile with copy of such notification to the Treasurer
 3. I agree to surrender the card immediately upon termination of employment with The Corporation of the Township of Rideau Lakes(the “Township”)whether for retirement, voluntary or involuntary reasons.
 4. The card is issued in my name. I will undertake to protect the card and the card account number from unauthorized use and realize that it is for my use only, not to be divulged to any other person (except a merchant with whom I am transacting on behalf of the Township).
 5. All charges will be billed directly to and paid directly by the Township; the Royal Bank of Canada Bank cannot accept any monies from me directly therefore any personal charges billed to the corporation may be considered misappropriation of corporate funds.
 6. I understand that this card is the property of the Royal Bank of Canada, assigned to me on behalf of the Township and agree to comply with internal control procedures designed to protect corporate assets.
 7. I understand that the card will be revoked by the Treasurer for failure to adhere to established policies and procedures.
 8. I will receive a Monthly Statement that will report all purchases made during the statement period. I will verify the purchases, attach receipts, and forward to the Treasurer. The monthly statement is due in Accounts Payable no later than five working days after the end of the month.
 9. I understand that the card is not necessarily provided to all employees. Assignment of a card is based on the need to purchase goods and services for the Township. The card is not an entitlement.
 10. I have received and understand The Procurement Card User Guidelines.

I, _____ hereby acknowledge receipt of the Visa Card
Issued by the Royal Bank Of Canada, Card Number - _____

Employee Signature
(Signature Example)

Employee Name
(Print Name)

Date

Treasurer

Date

****Attach copy of Credit Card****

THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy

SECTION N

Receipt of Goods and Payment Process

Payment

Delegating personnel authority to purchase and Receive goods

Departments Heads/Managers must ensure that only authorized staff members purchase goods and services as requested by the Department Head.

Receiving of Goods Purchased

Authorized staff members who order and receive goods **must** verify that all goods ordered are actually received in the quantities listed on the packing slip. The packing slip must be signed and given to the Department Head whose responsibility it is to match the slip(s) with the invoice received.

Procedure for the handling of invoices for payment

It is the responsibility of the Department Head to approve all invoices for payment. The Department Head, before approving payment, must ensure the invoices are dated and coded and must sign the invoices before the invoices are presented to the Treasury for processing and payment. Any department using a voucher system must ensure that the all the coding is recorded for all invoices and the Department Head must sign and date the voucher sheet before being presented for payment.

Any invoice that has not been approved will be returned to the appropriate office.

Statements from a supplier will only be processed for payment if it is supported by all the invoices listed on the statement.

Utilities, telephone and monthly bills that are not coded, signed and dated by Department Heads will be perused by the Treasurer to check for reasonableness. If there are no major discrepancies found, the Treasurer will proceed to approve them for payment by signing the invoices. If there is a major discrepancy from the previous month, they will be returned to the appropriate department. A written explanation (note) must be attached to the signed invoice and returned to the treasury office for processing.

Schedule of payment

In order to facilitate and streamline the workload, the treasury office will make every attempt to process the invoices and produce the cheques on each Friday on a weekly basis.

THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy

SECTION N continued

In the event that a cheque must be produced before the processing dates, please notify the Treasurer a day in advance. Every effort will be made to supply the cheque when required.

THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy

SECTION O

Definitions

Activity	is a particular occurrence or event or ongoing action usually it is a separate single element or project an activity may exist alone or with many other activities of a program
Addendum/Addenda	means a document or documents providing additional information to the supplier by the Township after the original tender call
Approved Current Budget	means the budget for the current fiscal year as approved by the Council
Authorized Limit	means a Director's approved current budget for expenditure and revenue as has been adopted and authorized by the Council
Approved Capital Budget	means the budget for the current year for a program of capital expenditures in the Capital Budget as adopted and approved by the Council
Bidder	means a person, agent company or other authorities that formally responds to a tender call.
Capital Expenditure	means any expenditure from the current, capital budget or reserve fund used to acquire or improve tend, buildings, structures, machinery, and equipment which normally confers a benefit lasting more than one year
Contract	means any business agreement, excluding a collective labour agreement, fully entered into between the Township and any legally competent party or parties, having legal objects and for valuable consideration, such agreement may be written or oral and includes rentals and leases
Council	means the Members of Council for the Township
Department	is the Township's adopted description of a group of activities or functions as is depicted on the organization chart
Division	is the area of responsibility of a Director as depicted on the organizational chart
Emergency	means an event which occurs, that in the opinion of the CAO, or designate, requires immediate repair or replacement of equipment, services or facilities in order to maintain a required public service or to prevent danger to life, limb or property
Department Head or Manager	an individual appointed, by By-law, to such a position by the Township and is the individual responsible for a department.

THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy

Goods and Services	the supplies, work, equipment, property, construction, etc. which the Township is intending to obtain, including the services of consultants.
Local Supplier / Tradesperson	means a business or tradesperson located the Township of Rideau Lakes
Normal Operating	means an expenditure of a constant recurring nature, or operational maintenance type nature, whereby the value of the goods and services are consumed or provided within the current year
Oral Quotations	are verbal responses' usually by telephone, for the supply of stipulated goods or services
Over Expenditure	means an amount spent exceeding an approved budget
Professional and Consulting service	means a person or firm, who by virtue of particular expertise is hired by the Township to undertake a specific task or assignment that may include designing specifications and preparing plans or programs
Program	is a major organized activity which may be contained within a department or division programs usually are of such nature that they may have several activities contained within them
Proposal	means an offer to perform a function or service at a particular price
Purchase	means the act of and the functional responsibility to procuring materials, supplies and services
Qualified Supplier	means a supplier of goods and services who has been approved by the Township and can be authorized as the sole source supplier or one of several
Quotation	means a request for prices for stipulated goods or services from selected sources which is either submitted verbally or in writing and having a dollar limit as stated in this Policy
Supplier/Contractors	means a person, organization or any other such legal entity) who has been established to supply goods and services through the process of quotes or tendering or by any other similar means required by the Township
Tender	means a written formal offer to execute some specified work or to supply certain specified articles or service, at a rate certain, in response to a request
Township	means the Corporation of the Township of Rideau Lakes

THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy

SECTION P

Review of the Procurement Policy

To ensure that the goals of this policy are being achieved, this policy shall be reviewed every four years. Any necessary additions, changes, deletions or discontinuation of practices or limits will be duly noted. Recommended amendments to the policy will be brought forward for Council's consideration and approval.

THE CORPORATION OF THE TOWNSHIP OR RIDEAU LAKES
Procurement of Goods and Services Policy

SECTION Q

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

WITHDRAWAL NOTICE FORM

TENDER/RFP #

TENDER DUE DATE

COMPANY NAME

I, _____ am requesting to withdraw my Tender/RFP
this day of 2013.

SIGNATURE

I have the authority to bind the Corporation