

**OFFICE CONSOLIDATION  
FOR INFORMATION PURPOSES ONLY**  
**THE CORPORATION OF THE TOWN OF GANANOQUE**  
**BY-LAW NO. 2015-087**

Last amended by By-law No. 2020-075, June 16, 2020

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**BEING A BY-LAW TO OUTLINE REQUIREMENTS FOR THE PROCUREMENT OF  
GOODS AND SERVICES FOR THE CORPORATION OF THE TOWN OF GANANOQUE**

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**WHEREAS** Section 5 of the *Municipal Act*, S.O. 2001, as amended, states that the powers of the Municipal Council shall be exercised by By-law, unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS** Council adopted a Procurement By-law No. 2009-45 on the 6<sup>th</sup> day of October, 2009;

**AND WHEREAS** the Council of the Corporation of the Town of Gananoque has deemed it appropriate to amend the Procurement By-law;

**AND WHEREAS** the Council of the Town of Gananoque has reviewed Report Council RDS-2020-06, and concurs with the staff recommendation to amend the Procurement By-law No. 2015-087, to add the following Subsections:

- “5.1. The Roads Division, Utilities Division and Parks and Recreation Division will not require a Quotation or Tender for the procurement of consumable products and services which are necessary for the provision of routine operation, less than \$10,000.
- 6.3. Provision of Section 6, 6.1. and 6.2., apply to Departmental Divisions identified in Subsection 5.1., for purchases greater than \$10,000 and up to \$50,000.”

**NOW THEREFORE** The Corporation of the Town of Gananoque enacts as follows:

1. That the Council of the Corporation of the Town of Gananoque hereby adopts Procurement By-law 2015-087 attached hereto.
2. That Procurement By-law 2009-45 be repealed.
3. That any other by-laws or provisions conflicting with this By-law are hereby repealed.

**Effective June 16, 2020:**

**1. AUTHORIZATION:**

- 1.1. That the Procurement By-law No. 2015-087, be amended to add the following Subsections:

- “5.1. The Roads Division, Utilities Division and Parks and Recreation Division will not require a Quotation or Tender for the procurement of consumable products and services which are necessary for the provision of routine operation, less than \$10,000.
- 6.3. Provision of Section 6, 6.1. and 6.2., apply to Departmental Divisions identified in Subsection 5.1., for purchases greater than \$10,000 and up to \$50,000.”

## PROCUREMENT OF GOODS AND SERVICES

Town of Gananoque By-law No. 2015-087  
as amended by By-law No. 2020-075, dated June 16, 2020

### TABLE OF CONTENTS

Paragraph	Page No.
1. Definitions	4
2. Principles	6
3. Signing Authorities	7
4. Purchasing Process	8
5. Purchases Less than \$5,000	9
6. Purchases Greater than \$5,000 and up to \$50,000	9
7. Purchases Greater than \$50,000	10
8. Corporate Credit Cards	12
9. Emergency Procedures	13
10. Negotiated Purchases	13
11. Authorities	14
12. Payments and Reports	14
13. Leases	15
14. Professional / Consulting Services (Greater than \$10,000)	15
15. Ongoing Services and Contracts	16
16. Prohibitions	16
17. Severability	18
18. Actions	18
19. Short Title	18

## 1. DEFINITIONS

Wherever a word is used in this **By-law** with its first letter capitalized and bolded, the term is being used as it is defined in this Section 1. Where any word appears in ordinary case, its regularly applied meaning in English language is intended.

- 1.1. **“Act”** means the *Municipal Act, 2001*, S.O. 2001 c.25.
- 1.2. **“Advocate”** the act of speaking or acting on behalf of a supplier or potential supplier of **Goods and Services**.
- 1.3. **“Approved Budget”** means a budget approved by the **Council** for the current fiscal year, or monies approved by Council resolution, pending approval of the annual Budget By-law.
- 1.4. **“Authority”** means the legal right to conduct the tasks outlined in the **By-law**.
- 1.5. **“Bid”** means a submission in response to a tender offering.
- 1.6. **“Bid Performance Bond”** means security required from a prospective vendor which shall be in the form of a certified cheque, bank draft, money order and/or bonding documents issued by an approved Guarantee Company properly licensed in the Province of Ontario, on Canadian Construction Documents Committee (CCDC) bond forms or any other similar form of security acceptable to the Town of Gananoque in its sole discretion.
- 1.7. **“Bid Security Deposit”** means a requirement on the part of the vendor to include security with their **Bid** submission.
- 1.8. **“Blanket Purchase Orders”** means agreement between the Town and one or more suppliers under which the supplier agrees to supply a certain class of items for an agreed period of time. The purpose of a **Blanket Purchase Order** is to allow an authorized purchaser to deal directly with the supplier.
- 1.9. **“Budget Deviation”** means an intended purchase of **Goods and Services** that is not in the **Approved Budget**, exceeds the cost in the **Approved Budget**, or is a change in the intent of the **Approved Budget**.
- 1.10. **“By-law”** means this **By-law**, as it may be amended from time to time.
- 1.11. **“Chief Administrative Officer (CAO)”** means the **Chief Administrative Officer (CAO)** of the **Town** of Gananoque.
- 1.12. **“Clerk”** means the **Clerk** of the **Town**.

- 1.13. **“Contract”** means a written binding agreement, including lease agreements, between the **Town** and the party providing the **Goods and Services** at a specified price.
- 1.14. **“Council”** means the elected municipal **Council** for the **Town** of Gananoque.
- 1.15. **“Department”** means a **Department** within the **Town**.
- 1.16. **“Director”** means the head of a **Department** of the **Town**.
- 1.17. **“Emergency”** means a situation governed by the **Town's** Emergency Response Plan.
- 1.18. **"Firm"** means the company, group, business or individual(s) conducting business and supplying **Goods and Services**.
- 1.19. **"Goods and Services"** means the supplies, work, equipment, product, property, construction, etc., which the **Town** is intending to obtain, including the services of consultants.
- 1.20. **"Holdback"** means an amount withheld under the terms of a contract to be used as security for the completion and/or performance of the project, and to avoid overpayment in relation to the progress of the project.
- 1.21. **"Offer to Procure"** means any Tender or Request for Proposal which is issued by the **Town** pursuant to this **By-law** to provide Goods and/or Services to the **Town** on terms prescribed in the Offer.
- 1.22. **"Operational Emergency"** means a situation where the immediate purchase of **Goods and Services** is critical to prevent serious delays, further damage, or to restore essential minimum services.
- 1.23. **"Personal Purchase"** means a purchase of **Goods and Services**, the requirement for which is not for the **Town** or any of its purposes, but is personal to the person requesting the purchase.
- 1.24. **“Professional and Consulting Services”** means a person or **Firm** who by virtue of particular expertise is hired by the **Town** to undertake a specific task or assignment that may include designing specifications and preparing plans or programs.
- 1.25. **"Purchase"** means the acquisition of **Goods and Services** for which the **Town** will undertake to pay, regardless of the cost being funded or subsidized by other levels of government.

- 1.26. **"Request for Proposal (RFP)"** means the solicitation of proposals from qualified Firms to provide services, generally for a specific term, where the **Town** may or may not have certainty in the approach used to providing such services.
- 1.27. **"Request for Quotation (RFQ)"** means the solicitation of competitive bids from qualified Firms for a deliverable that is clearly defined.
- 1.28. **"Tender"** means a written offer received from a supplier of **Goods and Services** in response to a public advertisement or to an invitation to bid requesting sealed **Tenders**.
- 1.29. **"Total Acquisition Costs"** means the cost which is arrived at after all factors such as price, quality, services, shipping terms and conditions and warranties, including taxes and discounts have been accounted for.
- 1.30. **"Town"** means the Corporation of the **Town** of Gananoque.
- 1.31. **"Treasurer"** means the **Treasurer** of the **Town**.

## 2. **PRINCIPLES**

The purchasing principles of the **Town** are:

- 2.1. To purchase, rent or lease **Goods and Services** of a quality and quantity required by the **Town** in an efficient and cost effective manner.
- 2.2. To give consideration to environmental sustainability and any impact on the environment when making purchases.
- 2.3. To practice open competitive bidding on all acquisitions of **Goods and Services** where practical.
- 2.4. To consider the **Total Acquisitions Costs**, including life cycle costs, rather than the lowest price received.
- 2.5. To recognize the **Authority of Council**, using discretion on when to engage **Council**, to ensure appropriate transparency to **Council** in the **Town's** procurement activities.
- 2.6. To establish processes and procedures that will satisfy the responsibilities of the Municipal Auditor.
- 2.7. To ensure that payment is made for **Goods and Services** in a timely manner in order to avoid late payment penalties.

- 2.8. To recognize the **Authority** of the annual operating and capital budgets approved by **Council** as providing a framework to the **Directors** for the determination of the **Goods and Services** to be purchased.
- 2.9. The **Town** shall acquire its goods, services and works through the application of the highest standard of business ethics.
- 2.10. Wherever possible all purchases will conform to the *Accessibility for Ontarians with Disabilities Act*, AODA, Town Facility Standards and Part 4.1 of the Ministry Integrated Accessibility Standards.
- 2.11. Acceptance of any supplier of **Goods and Services** shall be based on the following considerations: service, guarantee, reputation, availability, quality, expertise, qualifications, experience, as well as price.
- 2.12. Every effort shall be made wherever and whenever possible to **Purchase** centrally those **Goods and Services** that are of a common nature to all **Departments**, so as to promote lower costs of **Goods and Services** based on volume purchasing.
- 2.13. The **Town** may participate with other units of government, or their agencies, or public authorities, in cooperative purchasing ventures or joint Contracts when the **Town's** best interests would be served, and in keeping with the provisions of this **By-law**. The "lead" for such purchasing arrangements shall be jointly agreed to on a case by case basis keeping efficiencies and effectiveness in mind.
- 2.14. All procurement financial limits are the net cost of purchase, the pre-tax price plus all **Town** payable taxes.
- 2.15. The **Town** in its purchasing must follow the conditions of all current Provincial and Federal trade agreements.

### 3. **SIGNING AUTHORITIES**

- 3.1. This **By-law** recognizes the **Authority** of the Mayor and **Clerk** to bind the **Town** on all **Contracts**.
- 3.2. **Contracts** exceeding \$50,000 in value require By-law approval from **Council**.
- 3.3. **Contracts** not exceeding \$50,000 in value may be signed by the Mayor and **Clerk** upon completion of the requirements of this paragraph.
- 3.4. All **Contracts** require completion of the Contracts and Agreements Form documenting:
  - 3.4.1. Review and recommendation by the **Director**.

- 3.4.2. Approval by the **CAO**.
  - 3.4.3. Status of the proposed purchase with respect to the annual budget.
  - 3.4.4. It is understood that some **Contracts** may need to be reviewed by a solicitor and/or the **Town's** insurer.
- 3.5. **Purchase Orders** shall be issued for all purchases greater than \$5,000, signed by the **Director**, or in his absence by the **CAO**.
- 3.5.1. Funds shall be allocated in the **Approved budget**;
  - 3.5.2. The **Purchase Order** procedure shall be followed.

#### 4. **PURCHASING PROCESS**

- 4.1. Subject to any direction that may be given from time to time by **Council**, **Directors** shall decide the method employed to obtain the most favorable price having regard to the nature or importance of the contemplated work, the emergency of the requirement, general trade practice and market conditions.
- 4.2. The cost of **Goods and Services** shall have been budgeted for and the item clearly identified in the **Approved Budget**.
- 4.3. A **Director** shall submit a report and recommendation to the **CAO** when:
  - 4.3.1. **Quotations, Tender bids or Requests for Proposals** are received from fewer than three (3) **Firms**.
  - 4.3.2. The acceptance of the lowest quotation is not recommended.
- 4.4. When there is a **Budget Deviation** on price greater than 10% a **Director** shall submit a report and recommendation to:
  - 4.4.1. The **Treasurer** if less than \$20,000.
  - 4.4.2. The Committee of the Whole / **Council** for amounts larger than \$20,000.
  - 4.4.3. The **Director** is responsible for controlling overall spending within the limits imposed by the **Approved Budget** for their **Department**.
- 4.5. A **Director** shall submit a report and recommendation to:
  - 4.5.1. The **Treasurer** when there is a **Budget Deviation** in intent that is minor, meaning the deviation still represents the overall intent of the **Approved Budget**;
  - 4.5.2. The Committee of the Whole / **Council** when there is a **Budget Deviation** in intent that is major, meaning the deviation changes the nature of the original budget intent.



- 4.6. The **Treasurer** shall maintain a record that tracks all reported **Budget Deviations**, and identify the net financial impact on each **Director's** departmental **Approved Budget**.
- 4.7. Under the terms of the *Municipal Elections Act*, 1996 the **Clerk** has authority and control over the costs incurred for an Election, subject to the limits imposed by the **Approved Budget** and/or the requirements of this **By-law**.
- 4.8. For **Professional and Consulting Services** refer to s. 14.

## 5. PURCHASES LESS THAN \$5,000

Less than \$5,000 the purchase shall not require a **Quotation** or **Tender**, but the **Director** shall comply with the procurement principles.

- 5.1. The Roads Division, Utilities Division and Parks and Recreation Division will not require a **Quotation** or **Tender** for the procurement of consumable products and services which are necessary for the provision of routine operation, less than \$10,000.

## 6. PURCHASES GREATER THAN \$5,000 AND UP TO \$50,000

The **Director** shall have **Authority** to issue the necessary **Purchase Order** for such **Goods and Services** if at least three (3) price **Quotations** have been obtained. This applies only to budget approved new items or replacements, but not to non-scheduled repairs or breakdowns.

Break downs, by their nature, will not be specifically addressed in the budget, but the total expenditure must fall within the amount budgeted for such occurrences, otherwise a **Budget Deviation** report shall be presented according to s. 4.4.

- 6.1. When possible, at least three (3) **Firms** supplying the **Goods and Services** shall be contacted with a request to submit a **Quotation** using the **RFQ** template.
- 6.2. Quotes may be obtained from the internet site of a vendor provided that the quote includes all delivery charges and taxes if applicable.
- 6.3. Provision of Section 6, 6.1. and 6.2., apply to Departmental Divisions identified in Subsection 5.1., for purchases greater than \$10,000 and up to \$50,000.”

## 7. PURCHASES GREATER THAN \$5,000 AND UP TO \$50,000

The **Director** shall have the **Authority** to issue the necessary **Purchase Order** for such **Goods and Services** if at least three (3) **Tenders** have been obtained in accordance with the provisions of this **By-law**. If the purchase amount exceeds \$50,000 all **Tenders** must be brought before **Council** for approval.

- 7.1. **Tenders** shall be called by at least one (1) of the methods as described in the **Tender** Procedure document.
- 7.2. All **Tender** advertisements shall contain the information prescribed by the **Tender** Procedure document.
- 7.3. The **Department** shall supply the prospective bidders the **Tender** document describing the scope of the work as described in the **Tender** Procedure document.
- 7.4. A list of prospective bidders may be maintained by the **Department**.
- 7.5. Penalty provisions will be provided for **Tender** where completion date is critical in order to avoid unreasonable disruption of services or loss of revenue.
- 7.6. A public listing of those **Firms** requesting **Tender** documents for a specific project shall also be maintained.
- 7.7. A listing of the actual bidders for a specific project shall be recorded and not released until the **Tender** documents have been opened.
- 7.8. All **Tenders** shall be sealed in an envelope clearly marked with the **Tender** name and number. **Tenders** not meeting these criteria will not be accepted. The envelope shall be initialled by staff upon receipt, dated, including the time at which the document (s) was received and placed unopened in the Treasury Department vault. A receipt will be given to the tenderer, or mailed if necessary.
- 7.9. Any **Tender** received after the deadline shall be refused and returned unopened with a letter giving the reason for refusal.
- 7.10. **Tenders** may be withdrawn, provided such withdrawal is done in writing and provided it is requested before the closing date and time. **Tenders** confirmed as withdrawn will be returned unopened to the bidder after the opening of the **Tenders** has been completed.
- 7.11. The withdrawal of a **Tender** does not disqualify a bidder from submitting another **Tender** on the same competition, subject to the provisions of s. 7.9.

- 7.12. If more than one (1) **Tender** is received from the same bidder, and no withdrawal notice has been filed, the **Tender** contained in the envelope bearing the time closest and prior to the **Tender** closing date shall be considered the intended bid. Any other **Tender** received from the bidder shall be considered withdrawn, and shall be returned in the prescribed manner.
- 7.13. All **Tenders** shall be opened in the presence of the **Treasurer**, or designate and the **Director** of the associated **Department** or designate(s) to ensure appropriate transparency to **Council** in the Town's procurement activities.
- 7.14. A standard statement shall be read at every **Tender** opening, as written on the **Tender** Opening template.
- 7.15. Each **Tender** shall be read out loud giving the name of the tenderer and the amount which is then recorded on the **Tender** opening template. Each **Tender** shall be referred to the **Director** for review if:
  - 7.15.1. The item is clearly identified, as approved by the **Treasurer**, in the **Approved Budget**;
  - 7.15.2. The item is in accordance with the budget financial limits, and;
  - 7.15.3. The tendering process has been followed.
- 7.16. Where a **Contract** is used, the **Director** shall complete the **Contracts** and Agreements Form and submit it with the contract to the **Clerk** for signature by the Mayor and **Clerk**.
- 7.17. Notwithstanding the provisions of this **By-law**, all **Tenders** will be accepted if:
  - 7.17.1. Received before the **Tender** closing date and time;
  - 7.17.2. Sealed in an envelope clearly marked with the **Tender** name and number;
  - 7.17.3. Completed in ink or typewritten;
  - 7.17.4. Complete (unless incomplete is specifically permitted by the **Tender** documents);
  - 7.17.5. Unqualified by the bidder;
  - 7.17.6. Received on documents provided by the **Corporation**;
  - 7.17.7. Includes execution of agreement to bond (with bond company corporate seal or signature);
  - 7.17.8. Contain certified cheques, and;
  - 7.17.9. The **Tender** is complete (unless insufficiency is trivial or insignificant).
- 7.18. Subject to 7.8., bidders will be allowed forty-eight (48) hours from the opening time to correct the following inconsistencies:
  - 7.18.1. Minor clerical errors;
  - 7.18.2. Corporate seal or signature (not both) missing.

- 7.19. For **Contracts** where a Performance Bond is required, the deposit cheque of the successful bidder and second low bidder shall be retained by the **Town** until such time as the said Performance Bond has been supplied in a form satisfactory to the **Treasurer**, and the **Contract** (if applicable) has been executed.
- 7.20. For **Contracts** that do not require a Performance Bond, the deposit cheque of the successful bidder shall be retained by the **Town** until such time as the **Goods and Services** have been received, or completed to the satisfaction of the **Treasurer**. The cheque of the second bidder shall be retained until the **Contract** (if applicable) has been executed, not to exceed thirty (30) days.
- 7.21. The deposit cheques of unsuccessful bidders shall be returned to the bidder address as shown on the **Tender** form within thirty (30) days of awarding the **Contract**.
- 7.22. If the successful bidder fails to enter into a **Contract** (if requested), or fails to perform the **Contract**, or fails to provide the **Goods and Services**, the **Director**, and/or the **CAO** may recommend one (1) of the following actions to **Council**:
  - 7.22.1. That the **Tender** be awarded to the second lowest bidder, or;
  - 7.22.2. That the competition shall be cancelled. The deposit of the successful bidder shall be forfeited.
- 7.23. Procedures for authorizing progress payments, change orders, the use of liquidated damages, and bonus provisions shall be specified in the executed **Contract** where applicable.

## 8. CORPORATE CREDIT CARDS

Corporate Credit Cards will only be issued to **Department Directors**. Corporate Credit Cards will be used to conduct official **Town** business only where the normal procurement process is impractical, or in the case of emergencies (s. 9). **Directors** may use Corporate Credit cards for booking travel arrangements, meetings and online purchases, for which approval has been obtained. Use of the Corporate Credit card shall be subject to the following limitations:

- 8.1. The Credit Card will not be used to obtain cash advances.
- 8.2. The credit card will not be used for Personal Purchases.
- 8.3. Credit Card Cheques will not be provided to the cardholder.
- 8.4. Monthly Credit Card statements will be reconciled on a timely basis by each **Department** and submitted in time to avoid late payment penalties.

## 9. EMERGENCY PROCEDURES

- 9.1. The head of **Council** may declare that an **Emergency** exists in the **Town** or in any part thereof and may take such action and make such orders as he or she considers necessary and are not contrary to law to implement the **Emergency Plan** of the **Town** and to protect property and the health, safety and welfare of the inhabitants of the emergency area.
- 9.2. When an **Emergency** has been declared under the *Emergency Management and Civil Protection Act* or, in the opinion of the head of **Council** or designate, or **CAO** the situation meets the definition of an **Emergency, Goods and Services** shall be authorized by the **CAO** and acquired by the most expedient and economical means. The **CAO** shall report such purchases to **Council** as soon as practical.
- 9.3. Any purchase of **Goods and Services** incurred in the event of an Operational **Emergency** shall be authorized by the **CAO** and reported to **Council** as soon as practical.

## 10. NEGOTIATED PURCHASES

- 10.1. Subject to the **Town's** Budget Reporting and Control Policy the provisions of this **By-law** may be suspended in part by the **CAO**, to allow a **Director** to purchase by negotiation when any of the following conditions apply:
  - 10.1.1. Due to market conditions, and in the judgement of the **CAO**, the **Goods and Services** required are in short supply;
  - 10.1.2. Where there are fewer than three (3) sources of supply for the **Goods and Services** to be purchased;
  - 10.1.3. Where two (2) or more identical **Bids** have been received;
  - 10.1.4. Where the lowest **Bid** meeting specifications or **Tender** terms and conditions exceeds the estimated costs;
  - 10.1.5. When all **Bids** received fail to comply with the specifications or **Tender** terms and conditions and it is impractical to recall **Tenders** or Quotations, and;
  - 10.1.6. When the extension of an existing **Contract** would prove more cost effective or beneficial.
- 10.2. Request for suspension of provisions of this **By-law** shall be made by the appropriate **Director**, and shall be responded to in writing by the **CAO** with a copy of all correspondence being forwarded to the **Treasurer**, and be deemed to be part of the documentation required for payment and audit purposes.

## 11. AUTHORITIES

- 11.1. Where it appears additional funds will be required to complete a project in the **Approved Budget**, and where funds appear to be available within the **Department's Approved Budget**, the transfer of funds may be made following the **Treasurer's** approval up to \$20,000, and for greater amounts following **Council** approval of the deviation on Price report (s. 4.4).
- 11.2. Transfers and expenditures that would exceed the total limit of the **Department's annual Approved Budget** must be presented to **Council** for consideration and approval using the **Budget Deviation** Report template.

## 12. PAYMENTS AND REPORTS

- 12.1. Only those employees who have been given authority by their **Director** shall be entitled to charge purchases on the **Town's** accounts.
- 12.2. Each **Director** or designate (to be assigned in writing and notice forwarded to the **Treasurer**) shall approve payment of all invoices representing charges to that **Department** by initials and date, and indicating the accounting distribution of the expenditure on the invoice.
- 12.3. The **Director**, before approving payment, shall ensure that the following have been checked and found correct:
  - 12.3.1. The proper authorized staff members have initialled the invoice or signed the packing slip indicating proof of receipt by an authorized receiver;
  - 12.3.2. Quantity and quality of goods received are as invoiced;
  - 12.3.3. Pricing is correct, and;
  - 12.3.4. On a periodic basis calculations, including extensions, additions and taxes will be checked for correctness.
- 12.4. In order to ensure that payment of **Goods and Services** is made in a timely manner, without the accumulation of late payment charges, the **Treasurer** will:
  - 12.4.1. Upon confirmation that the intent of this **By-law** has been followed, pay all accounts for routine **Purchases of Goods and Services** within the limit of **Authority** of the **Department**.
  - 12.4.2. Notwithstanding s. 12.4.1., upon approval of the **Director**, pay all accounts for properly authorized and budgeted expenditures.
- 12.5. The **Treasurer** will note any expenditure that is not in accordance with this **By-law** and the appropriate **Director** will seek **Council** approval prior to payment being issued.

### 13. LEASES

- 13.1. As a general principle, Leases shall be considered when the following conditions are applicable:
  - 13.1.1. The product life span approximates the length of the Lease;
  - 13.1.2. The good being acquired is an ongoing expenditure that can reasonably be expected to be replaced on a regular schedule, and/or;
  - 13.1.3. The residual payment on the Lease is negligible or justification can be made to accept a residual payment that is higher.
- 13.2. Leases will be treated in the same manner as a **Purchase**, based upon the retail value of the good or product, not upon the annual value of the lease payment. (e.g. a \$55,000 vehicle will be purchased through the **Tender** process, even though the annual payment is less than the amount required to go to **Tender**).
- 13.3. At the expiration of a Lease, a replacement good or product shall be re-Quoted or re-Tendered. Automatic "roll-over" of a lease payment into a new product must be authorized by the **Treasurer**, subject to the provisions of s.15.
- 13.4. The report to the Treasurer recommending the entering into a Lease Agreement will require the **Director** to include the following information:
  - 13.4.1. Value of product or service(s) if being purchased;
  - 13.4.2. Length of the Lease;
  - 13.4.3. Monthly and annual Lease payments;
  - 13.4.4. Residual amount, and;
  - 13.4.5. Interest.
- 13.5. The **Treasurer** has the authority to reject the lease option if it is considered not to be the most favor able method for acquiring **Goods and Services**.

### 14. PROFESSIONAL / CONSULTING SERVICES (GREATER THAN \$10,000)

- 14.1. Subject to s.1 4.3. **Professional and Consulting Services** shall be secured through a competitive **Request for Proposal (RFP)** process, as follows:
  - 14.1.1. **Request for Proposals (RFP)** shall be approved in advance by the **CAO**.
  - 14.1.2. RFP's shall be sent to at least three (3) qualified **Firms** unless the RFP is publicly advertised.
  - 14.1.3. Where fewer than three (3) qualified **Firms** can be identified, the **CAO** may approve the distribution of the RFP's to fewer **Firms**.
  - 14.1.4. Where a large number of qualified **Firms** can be identified, the **Firms** may be requested to submit a Letter of Interest that summarizes their qualifications. RFP's would then be sent to a limited number (to at least three (3) of the most qualified **Firms**).

- 14.1.5. For projects where a large degree of subjectivity may be required, a short list of qualified **Firms** may be developed by staff and interviews conducted. Where interviews are conducted they shall include the **Director** or designate, at a minimum, one (1) other senior staff person from outside of the hiring **Department** and the Departmental Chair or **Council** designate.
- 14.1.6. RFP's shall be prepared on the RFP Template.
- 14.2. Proposals shall be evaluated by the **Director** or the selection Committee and a report shall be prepared for the ranking of the qualified **Firms** and a recommendation. Proposals shall be evaluated according to the following criteria:
  - 14.2.1. Specific variations or elaborations may be employed depending on the **Department** and the nature of services requested. The general criteria are:
    - 14.2.1.1. Experience of the **Firm** doing similar projects;
    - 14.2.1.2. Qualifications of personnel assigned to work;
    - 14.2.1.3. Approach to the work and methodology;
    - 14.2.1.4. Commitment of the **Firm's** resources to the work, and;
    - 14.2.1.5. Total fees, upset limits, per diem or hourly fees and disbursements.
- 14.3. The **Director** may recommend a **Firm** to perform the services, provided the estimated upset limit is within the **Approved Budget** amount. The **CAO** may negotiate minor variations to the proposal.
- 14.4. The **Director's** recommendation to the **CAO** will include the following particulars:
  - 14.4.1. Name of the selected **Firm** and the number of bids received;
  - 14.4.2. The total fee and the amount budgeted for the project;
  - 14.4.3. The purpose of the project;
  - 14.4.4. Scope of the work, and;
  - 14.4.5. The deliverable(s).
- 14.5. If accepted, the **CAO** will sign approval of the RFP recommended, and forward it to the **Treasurer** for recording and forwarding to the **Clerk's** office for filing.
- 14.6. All RFP's greater than \$50,000 in cost, will be contained in a report to **Council** for their review and approval(s).



## 15. ONGOING SERVICES AND CONTRACTS

This section of the **By-law** is intended to give direction regarding "on-going" services and **Contracts** which the **Corporation** may have with various suppliers.

- 15.1. Examples include:
  - 15.1.1. Audit services;
  - 15.1.2. Banking services;
  - 15.1.3. Engineering/Planning services
  - 15.1.4. Legal services;
  - 15.1.5. Maintenance Contracts;
  - 15.1.6. **Professional and Consulting Services** (s. 14);
  - 15.1.7. Property and liability insurance, and;
  - 15.1.8. Photocopier leases.
- 15.2. Some of the above noted services have annual renewals. At the time of renewal, the **Director** may recommend that the services be retained, Tendered, or that Quotations be obtained.
- 15.3. In the event that the service does not have an annual renewal, the **Director** shall, at least every five (5) years, and sooner if deemed necessary, recommend in writing to the **CAO** and associated **Department** chairperson that the service be continued, or that it be **Tendered** or **Quotations** obtained.
- 15.4. A **Firm**, by virtue of special training or knowledge can be retained on an ongoing/ call in basis, where deemed appropriate by the **CAO** and associated **Department** chairperson.

## 16. PROHIBITIONS

- 16.1. No employees, elected official or Committee Member of the **Town** shall purchase **Goods and Services**, request quotes, proposals, **Tenders** or enter into **Contracts** and Agreements on behalf of the **Town** except in accordance with the provisions of this **By-law**.
- 16.2. No employee, elected official or Committee Member of the **Town** is authorized to purchase any **Goods and Services**, or award **Contracts** not included in the annual **Approved Budget**, without the prior approval of **Council**, notwithstanding S.9. "**EMERGENCY PROCEDURES**".
- 16.3. No employee, elected official or Committee Member of the **Town** will act as an Advocate for a specific supplier, except to provide an opinion, based upon previous experience, as to the worthiness or reliability of the **Goods and Services** in question.

- 16.4. The actions of **Council** shall be governed by the *Municipal Conflict of Interest Act*, as amended, and Committee Members shall be governed by s.14. (Disclosure of Pecuniary Interest and General Nature thereof) of the **Town's** Procedural By-law, as amended.
- 16.5. A **Director** or designated staff person must excuse themselves from all discussions, negotiations or recommendations surrounding the purchase of **Goods and Services** for which they have a pecuniary interest. Such an interest shall be determined by the definition and family connections outlined in the *Municipal Conflict of Interest Act*, as amended.
- 16.5.1. Where such an interest is identified by a staff person, the **CAO** shall appoint another qualified staff person to act on behalf of the **Department**. Such an appointment shall be in writing.
- 16.6. No **Contract** or purchase shall be divided to avoid the provision of this **By-law**.
- 16.7. No **Personal Purchases** shall be made by the **Town** on behalf of elected members or employees of the **Town** (unless otherwise authorized by the **Treasurer**).

## 17. SEVERABILITY

- 17.1. The provisions of this **By-law** are severable. If any provision, section or word is held to be invalid or illegal, such invalidity or illegality shall not affect or impair any of the remaining provisions, sections or words.
- 17.2. Where the terms of any by-law passed prior to this **By-law** conflict with this **By-law**, the terms of this **By-law** shall prevail.
- 17.3. The terms of this **By-law** shall prevail except as otherwise provided for by legislation.

## 18. ACTIONS

- 18.1. All actions supported by this **By-law** shall be in accordance with the Accessibility Standards of the Province of Ontario.
- 18.2. All actions supported by this **By-law** shall be in accordance with the Town's Strategic Plan, as amended.

## 19. SHORT-TITLE

- 19.1. This **By-law** may be cited as the "Procurement **By-law**".