



THE CORPORATION OF THE NATION MUNICIPALITY

POLICY

Policy Number: POL-FIN-05-2025

Version Number: V#2

Policy Title: Procurement of Goods and Services Policy

Effective Date: June 23, 2025

Approval Authority: Council

Resolution / By-law Number: 86-2025

Scheduled Review Date: June 1, 2027

Policy Contact: Nadia Lockhart-Knebel, Treasurer

Initiating Department: Finance

Abstract: This policy provides a framework for departments for the procurement of goods and services.

REVISION HISTORY

Date (yyyy-mm-dd)	Section # Amended	Comments
2024-08-12		Policy revised and updated
2025-06-23	Various, see comments	6.5 added, 6.10 a), 6.10 b) added, 6.24 c) ii, 6.24 f) & g), 6.24 e) added, 7. & 8. added, 10. date updated

Latest Next Review Date	2027-06-23
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1. POLICY STATEMENT

This policy shall ensure that all purchasing activities are conducted in a manner that is open, fair, and transparent, and that they achieve the best value for the Corporation. This policy is designed to maximize efficiencies and foster innovation within the procurement process, while adhering to all applicable laws and trade agreements. The Corporation is committed to ethical procurement practices that support local economic development, environmental sustainability, and social responsibility.

2. SCOPE

This policy applies to all Departments and all staff who make purchases.

3. LEGISLATIVE AUTHORITY

Section 270(1) of the Municipal Act, 2001 as amended provides that a municipality shall adopt and maintain policies with respect to its procurement of goods and services. Section 227 of the Act requires officers and employees to implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions.

4. DEFINITIONS

For the purposes of this policy:

“Award” is when the contract has been signed by both the vendor and The Nation.

“Bid(s)” means a proposal from a prospective supplier in response to a Request for Quotation, Tender or other proposal for the purchase of goods or services issued by the Municipality which is subject to acceptance or rejection.

Bidder” means any proponent, respondent, or other person or entity who has obtained official Procurement documents for the purpose of submitting or who has submitted a Bid in response to a Bid request.

“Bid Deposit” means a financial guarantee to ensure that the successful bidder will enter into an agreement with the Nation Municipality.

“Bid Request” means all documents which solicit a response with respect to supplies or services including, but not limited to, a Request for Information, Request for Proposal, Request for Qualifications, Request for Quotations or a Request for Tender.

“Construction” means construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, supply of products and materials and supply of equipment and machinery to the construction, installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional services related to the construction contract unless included in the procurement.

“Cooperative Purchases” means the process by which multiple municipalities or public agencies aggregate their purchases to form a large group with similar buying needs thus allowing them to secure better prices and services due to the increased volume of purchase. This allows better value in procurement activities while adhering to the applicable trade agreements and regulations.

“Contract” means a formal written or spoken sales agreement. In the context of this policy, an email confirming purchase shall serve as a form of contract. A contract is not required for all purchases but could be entered into or obtained for a purchase, as required by for the type of purchase.

“Corporation” means the Corporation of The Nation Municipality unless stated otherwise.

“Council” means the Council of the Corporation of The Nation Municipality.

“Department Head” means the person responsible for the management and operational control of a Department within the Municipality.

“Designated Employee” means an employee designated by a Department Head and approved by the Chief Administrative Officer to exercise any or all of the responsibilities with respect to this policy.

“Emergency Purchase” means a situation where, in the opinion of the Chief Administrative Officer or the Department Head, the immediate purchase of goods and services is essential. Such a situation shall include a need to prevent an imminent or actual danger to the life, health or safety of a municipal employee or of the public, to prevent delays in service delivery, to prevent or remedy damages to municipal properties or to restore an essential service and may include, but is not limited to, an emergency declared under the Emergency Management Act

“Finance Department” means the finance department of the Municipality.

“Formal Bid Request” means all documents which solicit a formal written response in a sealed envelope with respect to supplies or services, including but not limited to, a Request for Information, Request for Proposal, Request for Qualification or a Request for Tender.

“Invoice” means a document showing the details and the cost of goods purchased and/or services received from a supplier.

“Invoice Approval” means the procedure required by the Finance Department of the Municipality to ensure the required approvals are applied to an invoice.

“Original Invoice” means a document clearly identifying the supplier, is addressed to the Municipality, shows the sales tax charged on goods and services (HST) along with the tax number. Faxed and emailed invoices are accepted.

“Partner” means a corporation or a community agency with which an agreement is currently in place for the exchange or delivery of good and/or services.

“Piggybacking” means using the procurement contacts of another municipality, public agency, or cooperative group. This allows the municipality to “piggyback” on the contract terms, which

have already been competitively solicited, to obtain goods or services without going through its own separate bidding process.

“Pooled Assets” means assets that are grouped together based on similar characteristics such as nature, types of product or service, and other traits. This grouping is done to obtain better purchasing power often in terms of volume discounts. Individually, these assets may have a low monetary value, but when aggregated, they can represent a significant total value.

“Quotation” means a response to a Request for Quotation for prices for specific goods and/or services from selected suppliers, submitted in writing as specified in the Request.

“Record of Tender Opening” means a document that records the bids at a public opening of bids.

“Request for Information (RFI)” means a process where information is requested from suppliers regarding the feasibility and availability of specific goods and/or services in the marketplace and to determine if there are enough suppliers to justify a Request for Proposal. The responses to an RFI can be used to pre-qualify suppliers for an upcoming Request for Proposal.

“Request for Proposal (RFP)” means a formal request for details on the supply of goods or the provision of services which cannot be fully defined or specified at the time of request.

“Request for Qualification” means a document used for evaluating suppliers based on issues such as capacity, adequacy of personnel, past record, experience, etc. The responses to an RFQ can be used to pre-qualify suppliers for an upcoming Request for Proposal.

“Request for Quotation (RFQ)” means a document describing the supplies and services required and requiring written response by either mail, email or facsimile.

“Request for Tender (RPT)” means a formal, publicly advertised request for sealed bids for the supply of goods and/or services.

“Scope of work” is the work that has been described in a bid solicitation that must be done to deliver the good and/or services with the specified features and functions within the time, quality and price specified.

“Sealed Bid” means a bid submitted in a sealed envelope.

“Services” means requirements that are not goods or supplies.

“Single Source” means only one supplier is recommended for providing a particular product or service for operational reasons, even if there is more than one source on the market. This indicates a non-competitive purchase.

“Sole Source” means that there is only one known source of a particular product. This product could be copyrighted or trademarked or is simply not available for general purchase.

“Successful Bidder” means the bidder selected by the Municipality to provide goods and/or services based on this procurement process.

“**Supplier**” means any person or company supplying goods and/or services to the Municipality.

“**Supplies**” means goods, items, merchandise, material and equipment.

“**Two-envelope Bid**” means the process of submitting the bid in two envelopes with technical and qualitative information in the first envelope and the bid price in the second.

Schedules A, B, C, D, E, and F attached hereto form part of this policy.

5. ADMINISTRATION

This policy is administered by the Finance department.

6. POLICY

6.1. PROCUREMENT PRINCIPLES

The procurement activities of The Nation shall be guided by the following principles:

- a) **Transparency:** All procurement processes shall be transparent and open to competition, ensuring equal opportunities for all qualified supplier
- b) **Fairness:** Procurement decisions shall be made impartially and without bias, based on predetermined evaluation criteria.
- c) **Value for Money:** The primary objective of procurement shall be to obtain the best value for money, considering quality, cost, and other relevant factors.
- d) **Accountability:** Procurement activities shall be conducted in a manner that ensures accountability to taxpayers and stakeholders.

6.2. PROCUREMENT PROCESS

- a) **Planning:** Prior to initiating any procurement activity, departments shall conduct thorough planning to identify needs, assess requirements, and develop specifications. When considering procurement options, departments may explore the use of procurement groups such as Canoe to leverage collective purchasing power, streamline processes, and achieve cost savings.
- b) **Solicitation:** When procurement needs arise, departments may utilize Canoe or other procurement groups to facilitate the solicitation process. This may include issuing requests for proposals (RFPs), requests for quotations (RFQs), or requests for information (RFIs) through Canoe's platform. Departments shall ensure that solicitation documents clearly specify the use of Canoe or other procurement groups, including any specific procedures or requirements associated with such procurement.
- c) **Evaluation:** All submissions received through Canoe or other procurement channels shall be evaluated based on predetermined evaluation criteria, which may include price, quality, delivery time, and other relevant factors. Departments shall ensure that

evaluations are conducted in accordance with established procedures and that all suppliers are treated fairly and equitably.

- d) **Award:** The award of contracts shall be made to the supplier(s) offering the best value for money, as determined through the evaluation process. Contracts may be awarded directly through Canoe or through other procurement mechanisms, as deemed appropriate. Departments shall ensure that contract awards are made in compliance with applicable laws, regulations, and organizational policies.
- e) **Contract Management:** Upon award, contracts shall be managed in accordance with established contract management procedures, ensuring compliance with terms and conditions, monitoring performance, and addressing any issues that may arise. Departments shall collaborate with Canoe or other procurement groups as necessary to effectively manage contracts and ensure the delivery of goods or services in accordance with contractual requirements.

6.3. APPLICATION

- a) The policies and procedures outlined in this policy, including all purposes, goals and objectives of Section 1 shall be followed for the purchase of goods and/or services by The Corporation or any of its officers, servants, or employees.
- b) The methods of purchasing set of in section 6 shall not apply to the purchase of goods and services outlined in Schedule F. This provision provides authority for the purchase of goods and services outlined in Schedule F if the funding is available in the budget.
- c) Any contracts necessary to complete the purchase of good and/or services outlined in Schedule F shall be signed by the CAO or the appropriate signing authority as set out in The Corporation's delegation of authority by-law.
- d) Purchases may be made only when:
 - i. The contract (if applicable) has been prepared in a form satisfactory to the department head and/or CAO;
 - ii. Any financial securities and insurance required under the contract are satisfactory to the Treasurer; and
 - iii. Funding is available in the budget for the purchase.

6.4. PURCHASING AND AUTHORIZATION RESPONSIBILITES

6.4.1. COUNCIL

- a) Council has ultimate authority for all expenditures. This authority is delegated by approval of budgets or by a specific resolution. The Finance Department is not authorized to pay for items that have not been authorized through budget or resolution.

- b) Despite any other provisions in this Policy, the following contracts are subject to Council approval:
 - i. Any contract requiring approval from the Ontario Municipal Board;
 - ii. Any contract requiring approval from the Local Planning Appeal Tribunal;
 - iii. Any contract prescribed by Statute to be awarded by Council;
 - iv. Where the cost or revenue amount proposed for acceptance is higher than the Council approved department estimates and the necessary adjustments cannot be made;
 - v. Where a contract is a result of a public private partnership (“P3”) opportunity.
- c) No provision in this Policy precludes a Department Head from submitting a recommendation to award to Council where in the opinion of the Department Head and the CAO it is in the best interest of the Municipality to do so.

6.4.2. CAO

- a) Has the authority to instruct department heads not to award contracts and to submit recommendations to Council for approval and may provide additional restrictions concerning procurement where such action is considered necessary and in the best interest of The Nation.
- b) Contracts are subject to the CAO’s approval, when a major irregularity precludes the award of a tender to the Supplier submitting the lowest responsive Bid.

6.4.3. DEPARTMENT HEADS

- a) Department Heads are responsible for procurement activities within their department and are accountable for achieving the objectives of this procurement policy.
- b) Department Heads have the authority to award contracts in the circumstances specified in this policy provided that the delegated power is exercised with the limits prescribed in this policy and that all requirements of this policy are met.
- c) Department Heads shall ensure and provide evidence, if needed, to the CAO that the contract pricing represents fair market value.
- d) Department Heads are responsible for approval of accounts within their approved budget for their department and for any amendment thereto as approved by Council resolution.
- e) Resolutions approving budget amendments or special appropriations shall contain a description of the purpose of the expenditure, cost estimates or expenditure limitation and the fund within which an appropriation has been provided. All reports by Department Heads recommending such resolutions shall be submitted to the CAO.

- f) A Department Head may delegate his authority to a supervisor or designate provided the designate follows the requirements of this Policy. The Finance Department shall be informed of all such appointments.

6.4.4. TREASURER

- a) Is responsible for establishing, through consultation with the CAO, standards for bid solicitations, purchase orders, contracts, and other documents.
- b) Ensure open, fair, and impartial purchasing processes for goods and/or services.
- c) Ensure compliance with this policy and advise the CAO when there has been non-compliance.

6.5. EXEMPTIONS

- 6.5.1. This policy does not apply to the procurement of good or services for municipal drains.

6.6. REQUIREMENT FOR APPROVED FUNDS

- a) The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts within the budget.
- b) Where goods and/or services are routinely purchased or leased on a multi-year basis, the exercise of authority to award a contract is subject to the following:
 - i. The identification and availability of sufficient funds in the appropriate accounts for the current year within the budget;
 - ii. Where the goods and/or services will continue to be required in subsequent years, in the opinion of the Treasurer the required funding can be reasonably expected to be made available; and
 - iii. The contract includes a provision that the supply of goods and/or services in subsequent years is subject to the approval by Council of the budget estimates to meet the proposed expenditures.
 - i. Advertising is not required for services that may be provided only by any of the following licensed professionals: engineers, land surveyors, architects, laboratory professionals, accountants, lawyers, and paralegals.

6.7. PURCHASING MECHANISMS

The estimated expenditure value of the goods and/or services requirement will determine the purchasing mechanism to be used as per Schedule "A" "Methods of Procurement".

6.7.1. PETTY CASH

- a) The purpose is to provide the possibility for each department to purchase goods less than \$149.99 by way of a petty cash fund.
- b) The Treasurer shall have the authority to establish the petty cash funds in such amount as deemed required by a Department.
- c) All purchases made from petty cash shall be approved and coded by the Department Head and submitted to the Finance Department.

6.7.2. CREDIT CARDS

- a) The purpose is to provide Departments with a simplified system for the purchase and payment of goods and/or services not exceeding \$10,000.00.
- b) All purchases made with the credit card shall be approved and coded by the Department Head and submitted to the Finance Department.
- c) The Treasurer shall have the authority to establish the maximum spending limit on the credit card in amounts as deemed required by the Department.

6.7.3. SUPPLIER CARDS / ACCOUNTS

- a) The purpose is to provide Departments with a simplified system for the purchase and payment of goods and/or services generally not exceeding \$150,000.00.
- b) All purchases made with the supplier card or charged to a supplier account shall be approved and coded by the Department Head and submitted to the Finance Department.
- c) The Treasurer shall have the authority to request maximum spending limits on the supplier cards or accounts in amounts as deemed required by the Department.

6.7.4. CONTRACT

- a) A Department Head or Designate shall be authorized to make purchases of goods and services for estimated expenditures exceeding \$10,000.00 but not exceeding \$150,000.00 from a supplier through the use of a contract, whether formal or informal.
- b) All purchases agreed to by way of a contract shall be approved and coded by the Department Head and submitted to the Finance Department.

6.7.5. REQUEST FOR QUOTATION (RFQ)

- a) A Department Head or Designate shall be authorized to make purchases of goods and services for estimated expenditures exceeding \$25,000.00 but not exceeding \$150,000.00 from a supplier subject to first obtaining three (3) written quotes

whenever possible or a Request for Tender. RFQ documents and specifications (as applicable) may be issued by the Department by mail, email and/or facsimile.

- b) When the selected quote or tender exceeds the approved budget by 10%, the Department Head shall submit a report to the CAO and Council for direction and/or approval in accordance with this Policy.

6.7.6. REQUEST FOR TENDER (RFT)

- a) The overall objective is to obtain the goods and/or services at the best price from an appropriately qualified supplier. The RFT documents and specifications (as applicable) shall include the requirements as per Schedule B “Request for Tender”.
- b) A Department Head or Designate shall not purchase goods or services exceeding \$150,000.00 without requesting and obtaining sealed tenders unless specifically authorized by Council resolution to do otherwise. A least three (3) tenders shall be obtained whenever possible.
- c) When several departments come together to make purchases of the same type, the value of a minimum of \$150,000.00 will be calculated by department rather than for the total group purchase.
- d) When the selected tender exceeds the approved budget by 10%, the Department Head shall submit a report to the CAO and Council for direction and/or approval in accordance with this Policy.
- e) When the RFT process is completed but the purchase is postponed, the tender results may be used for a twelve (12) month period providing the pricing remains available. When the purchase is made within the twelve months and the amounts are budgeted, the RFT process will continue as if no interruption had taken place. When the purchase is made within the twelve months, but the amount exceeds the budget, the Department Head shall submit a report to the CAO and Council for approval. If the purchase is made after the twelve-month period, the Request for Tender process must be repeated.

6.7.7. REQUEST FOR PROPOSAL (RFP)

- a) The overall objective is to obtain the required goods and/or services at the best price from an appropriately qualified vendor. The RFP documents shall include the main requirements as per Schedule C “Request for Proposal”.
- b) A Department Head shall not purchase goods and/or services exceeding \$150,000.00 without requesting and obtaining sealed proposals for goods and/or services unless specifically authorized by Council resolution to do otherwise. Whenever possible, at least three (3) proposals must be obtained.
- c) A Department Head may use an RFP instead of a RFQ or a RFT when goods or services cannot be precisely stipulated, or when alternative methods are being sought to meet certain requirements of the Municipality.

- d) A Department Head may choose not to open the proposals publicly when a RFP is used.
- e) Proposals may be evaluated with a scoring system where the price is one of the evaluation criteria. In this case, the proposal achieving the highest score based on the set criteria will be awarded the contract, even if it is not the lowest bidder.
- f) A two-envelope proposal process may be used for RFP. Each proposal is submitted in two envelopes with technical and qualitative information shown in the first envelope and the proposal price in the second. The bidder's second envelope is opened only if the first envelope demonstrates that the bidder is qualified. There will be no public opening when a two-envelope process is used.
- g) When the selected proposal exceeds the approved budget by 10%, the Department Head shall submit a report to the CAO and Council for direction and/or approval in accordance with this Policy.

6.8. NON-COMPETITIVE PROCESS

- a) A non-competitive process shall only be used if one (1) or more of the following conditions apply and a process of negotiation is undertaken to obtain the best value in the circumstances for the Corporation.
 - i. For any acquisition under \$10,000;
 - ii. When the proposed acquisition is a Sole Source acquisition due to:
 - a. a statutory or market-based monopoly;
 - b. rarity of supply in the market;
 - c. the existence of exclusive rights such as patent, copyright, or licence; or d. the complete items, Services, or systems being unique to one (1) Supplier and no alternatives or substitutes existing within Canada.
- b) When the proposed acquisition is a Single Source acquisition and one (1) or more of the following reasons for selecting a particular Supplier apply:
 - i. the need for compatibility with goods/Services previously acquired and there are no reasonable alternatives, substitutes, or accommodations;
 - ii. the need to avoid violating warranties and guarantees where Services/support is required;
 - iii. the extension of an existing Contract would prove more cost-effective or beneficial;
 - iv. due to market conditions, required goods/Services are in short supply;
 - v. the required goods/Services are to be supplied by a particular Bidder having special knowledge, skill, expertise, or experience, which cannot be provided by any other person; or

- vi. the nature of the requirement is such that it would not be in the public interest to solicit competitive Bids, as in the case of security or confidential matters.
- c) An attempt to purchase the required goods/Services has been made in good faith, using a competitive Bid process, and has failed to identify a Successful Bidder.
- d) The required goods/Services are to be supplied because of an emergency as covered under section 6.14.
- e) Where it is deemed to be in the best interests of the Corporation to negotiate with the Bidder as covered under section 6.15.
- f) A Sole and Single Source listing will be maintained by each head of department for their department. This list will be submitted to the Finance department annually and can be presented to Council upon request.
- g) All non-competitive purchases over \$100,000 for Goods and Services and over \$250,000 for construction must be recorded in the electronic tendering system as an awarded Contract. To meet the reporting requirements from the Trade Agreements in place, regarding the use of limited tendering for purchases at/or above the threshold, the following information shall be entered into the electronic tendering system:
 - i. the name of Supplier;
 - ii. the value of the Procurement;
 - iii. the kind of goods and services procured; and
 - iv. the circumstances and conditions under which the limited tendering exception is claimed.
- h) In order to ensure proper use of non-competitive purchasing, a post-purchase review will be conducted

6.9. STANDING OFFERS

- a) The purpose of a Standing Offer is to facilitate the purchase of Goods and Services to be supplied on an ongoing basis at a predetermined amount over a defined period.
- b) The Department Head may establish Standing Offers using the applicable bid mechanism based upon the estimated annual expenditure. Standing Offers may also be coordinated and issued by the Finance Department for all municipal departments as applicable.
- c) Standing Offer terms shall not exceed 48 months period from the date of the Standing Offer approval, with the potential extension of an additional 24 months.
- d) Employees shall submit a Declaration of Interest letter when submitting a Bid for a Standing Offer.

6.10. COOPERATIVE PURCHASING

- a) The Corporation may participate in cooperative purchasing where it is in the best interest of the Corporation to do so, and the policies of the cooperative purchase venture are consistent with the Corporation's Procurement Policy and in compliance with the Canada Free Trade Agreement (CFTA).
- b) The Corporation may participate in cooperative purchasing ventures with other government agencies, public authorities, or cooperative purchasing groups, including but not limited to the Ontario Government Vendor of Record Program, Local Authority Services (LAS), or the Canoe Procurement Group.
- c) Where other government agencies have included a piggyback clause in their bid request, and with the contractor(s) approval, the Corporation may piggyback on other government agencies contracts, where it is in the best interest of the Corporation to do so. The Corporation may also allow other government agencies to piggyback contracts established by the Corporation with the approval of the Corporation's selected Contractor(s).

6.11. DISCRETIONARY POWER

- a) Bidders shall acknowledge that the Municipality shall have the right to reject any or all bids for any reason, or to accept any bid which the Municipality in its sole unfettered discretion deems most profitable. The lowest bid, or any bid, will not necessarily be accepted and the Municipality shall have the unfettered right to:
 - i. Accept a non-compliant bid;
 - ii. Accept a bid which is not the lowest bid;
 - iii. Reject a bid that is the lowest bid even if it the only bid received;
 - iv. Request clarification or further information regarding any item in a bid;
 - v. Consider any alternate goods, services, terms or conditions that may be offered, whether such offer is contained in the bid or not;
 - vi. Breakdown a RFP/RFT or any agreement negotiated in connection with same, into multiple parts and accept proposals (or portions thereof) from more than one bidder;
 - vii. Enter into negotiations, at any time before or after a proposal submission deadline, with anyone, in relation to the subject matter hereof;
 - viii. If applicable, reject any bidder's recommendation of any subcontractor or any other third party associated with a bid and jointly, along with such bidder, determine alternate acceptable third parties;
 - ix. Extend or otherwise vary the proposal submission deadline, or any other timeline set out with the RFT/RFP;
 - x. Revise or modify the RFT/RFP;

- xi. Withdraw or cancel the RFT/RFP in whole or in part, whether having received any response thereto or not;
 - xii. Waive any of the stated requirements set out in a RFT/RFP or request non-compliant proponents to rectify any non-compliance within such time as the Municipality may require.
- b) During the evaluation of the bids, the municipality reserves the right to consider:
- i. Information provided in the bid document itself;
 - ii. Information provided in response to credit and industry reference enquiries set out in the bid;
 - iii. Information received in response to enquiries made by the municipality or third parties, apart from those disclosed in the bid in relation to the reputation, reliability, experience and capabilities of the bidder;
 - iv. The manner in which the bidder provides services to others;
 - v. The experience and qualifications of the bidder's senior management and project management;
 - vi. The bidder's compliance with the municipality's requirements and specifications; and innovative approaches proposed by the bidder in the bid.
- c) The bidder acknowledges that the municipality may rely upon criteria which the municipality deems relevant, even though such criteria may not have been disclosed to the bidder. By submitting a bid, the bidder acknowledges the municipality's rights under this section and absolutely waives any right, or cause of action against the municipality and its consultants, by reason of the municipality's failure to accept the bid submitted by the bidder, whether such right or cause of action arises in contract, negligence or otherwise.

6.12. BID CLOSING AND OPENING

Schedules D and E attached hereto will establish appropriate procedure for submitting bids and procedure for bid irregularities.

6.13. CONDITIONS APPLICABLE TO ALL BIDS

The following conditions apply to all bids:

- a) Bid documents must be submitted and received in the manner specified in the bid request document. No exceptions will be permitted.
- b) Bids received at the designated location later than the specified closing date and time will be returned to the bidder. In the case of sealed bids, the bid will be returned to the bidder unopened. No exceptions will be permitted.

- c) A bidder who has already submitted a bid may submit a further bid at any time up to the official closing time. The last bid received will supersede and invalidate all bids previously received from that bidder.
- d) A bidder may withdraw its bid at any time up to the official closing time by letter bearing its signature and addressed to the CAO.
- e) The CAO or designate must complete Form 2 “Statement of Receipt”.
- f) All bids shall first be checked by the Department Head or his designate to ensure that:
 - i. The bidder’s name and information included in Form 2 “Statement of Receipt” are correct;
 - ii. Form 1, “Statement by Bidder” is signed by the bidder and sealed if the bidder is a corporation or, witnessed if the bidder is an individual;
 - iii. The correct form has been used;
 - iv. Any other form as requested in the bid request has been included;
 - v. Each bid envelope is time and date stamped prior to the bid closing time;
 - vi. The bid deposit is sufficient and in acceptable form;
 - vii. Each item of the bid request has been bid;
 - viii. All extensions and totals for each bid are correct. If an extension or total is incorrect, the employee shall cross out the incorrect figure, enter the correct figure in red and initial the entry. The employee shall initial each bid adjacent to the total certifying that it has been checked and is correct.
 - ix. The bid is free of restrictions or alterations except for those in Section 6.9,f,viii above.
 - x. All other bid request requirements have been met.
- g) Bids may be rejected for the reasons specified in Schedule E “Bid Irregularities Summary”.

6.14. NO-COST PROCUREMENT

- a) A “no-cost” Procurement is Procurement for goods, Services, or Construction where the Corporation will not bear any cost (expense or capital expenditure).
- b) These types of Procurement include:
 - i. Revenue-generating opportunities, and/or
 - ii. Cost passed through to a third (3rd) party.
- c) “No-cost” procurement must be acquired in the same manner and using the same procurement methods and corresponding approval requirements as any procurement that has a cost to the Corporation, depending on the value of the no-cost procurement.

6.15. PURCHASE OF USED EQUIPMENT

- a) Provided that such expenditures have been approved in the budget, a Department Head or Designate is authorized to purchase used equipment that is sold by other municipalities, by private sale or public auction, sold through a vendor or licensed to sell equipment, by sealed bid or by negotiation, provided that:
 - i. The equipment meets or exceeds the departmental requirements;
 - ii. It is documented that it is financially profitable to purchase a used piece of equipment rather than purchase new, and it is deemed acceptable by the Department Head or Designate;
 - iii. If the total expenditure on the used equipment exceeds \$10,000.00, a report shall be submitted to the CAO and Council detailing purchase information and expenses;
 - iv. The Department Head or Designate is exempt from the formal bid process when purchasing used equipment by any of the methods detailed in Section 6.12,a.

6.16. EMERGENCY PURCHASES

- a) In cases of emergency, as determined by the Department Head or the CAO, the purchase of goods and services may be authorized in accordance with this Section.
- b) Where the total cost of the purchase does not exceed \$50,000.00, the Department Head or CAO may authorize the purchase.
- c) Where the total cost of the purchase exceeds \$50,000.00, the CAO may authorize the purchase and a report shall be submitted to Council as soon as reasonably possible setting out the details of the purchase made pursuant to this authority and the circumstances justifying the action take.

6.17. PURCHASE BY NEGOTIATION

- a) A formal bid request process may be waived and a Department Head or Designate may purchase by negotiation with one or more suppliers under the following conditions:
 - i. When market conditions are such that, in the judgment of the Department Head or Designate, the goods are in such short supply that a competitive bidding process will not be possible.
 - ii. When there is only one source of supply, as determined by the CAO or Council;
 - iii. When two or more identical bids have been received and meet the specified requirements, the Department Head or Designate may negotiate with the two lowest bidders, keeping all negotiations fair, ethical and well documented.
 - iv. When the lowest bid meeting specifications exceeds the budgeted estimated costs by at least 10% and it is not either possible or in the best interests of the municipality to issue a new bid request.

6.18. EXEMPTIONS

- a) A Department Head may request exemption from any or all the purchasing policy processes outlined in this policy by submitting a report requesting same to the CAO and Council. Any exemption must be granted in writing and a copy forwarded to the Finance Department.
- b) When the CAO requires an exemption in his capacity as Department Head, he may approve requests below \$50,000 in his capacity as CAO. Such approval shall be brought forward to Council for information purposes as soon as reasonably possible after CAO approval. Any request for exemption over \$50,000 requires Council approval.
- c) When the CAO requires an exemption in his capacity as CAO and not as Department Head, all requests require Council approval.

6.19. EXCLUSIONS

Notwithstanding the requirements of this Policy, the goods and services identified in Schedule F “Exclusions” herein, can be purchased without a competitive process.

6.20. ADVERTISING

Subject to subsection b) below, purchases exceeding \$100,000 for Goods and/or Services and \$250,000 for Construction shall, as a minimum, be advertised.

- a) All formal bid requests will be advertised on the Municipality’s web site from the date that the Bid Solicitation is issued up to and including the date on which the Bid Solicitation close.
- b) Where, in the opinion of the Department Head, it would be effective to do so, information regarding bid request documents shall be advertised in a local newspaper having circulation in all, or a major portion of the County, or applicable publications necessary to comply with all existing statutory regulations. Any requirement exceeding \$100,000.00 must be advertised.
- c) Advertising is not required for a request for proposal by invitation.

6.21. AWARD NOTIFICATION

Contract award notification will be posted on the Bidding System and will be published within seventy-two (72) calendar days of award of Contract. The notification must be posted after the agreement between the successful Supplier and the Organization is executed. Contract award notification must list the name of the Successful Bidder.

6.22. DEBRIEFINGS

Unsuccessful Bidders may request a debriefing in accordance with the instructions in the Bid Request. If a debriefing is requested, it should be scheduled by the Department Head or the Designated Employee in charge of the Bid Request. Debriefings shall not take place until after a Contract has been entered into with the Successful Bidder and notification of award has been posted.

6.23. BID DISPUTE

To maintain the integrity of the process, Bidders who believe they have been treated unfairly in a Bid Request process can make this known by contacting the Department Head or the Designated Employee in charge of the Bid Request, prior to the award of the Contract. A Bid dispute shall be resolved as follows:

- a) A meeting between the Bidder and the Department Head or the Designated Employee in charge of the Bid Request;
- b) If a resolution has not been reached by meeting the Department Head or the Designated Employee, the Bidder may appeal the decision, in writing, to the CAO. The CAO's decision is final.

6.24. BID DEPOSITS

- a) Bid deposits could be required to accompany bids in the following circumstances:
 - i. All bids for municipal construction projects estimated to cost more than \$100,000.00;
 - ii. Special contracts or purchases as deemed appropriate by the Department Head.
- b) Bid deposits shall be no less than 5% of the estimated value of the work before bidding, or an amount equal to a minimum of 5% of the bid submitted.
- c) A bid deposit shall be provided in Canadian currency and in one of the following formats:
 - i. A bid bond issued by a recognized bonding company currently licensed to operate in the Province of Ontario, naming the Municipality as the creditor;
 - ii. A bank draft made payable to the Municipality;
 - iii. An irrevocable Letter of Credit naming the Municipality as the beneficiary and in a form satisfactory to the Municipality;
 - iv. A money order made payable to the Municipality.
- d) The Municipality does not pay interest on bid deposits.

- e) Being bonded with a licensed surety company, without providing an actual bid bond or other acceptable form of bid deposit, does not constitute an acceptable form of bid security.
- f) The bid deposit draft, money order or bid bond are a guarantee that the contractor or supplier will execute a contract agreement with the Municipality for the delivery of the services, materials or equipment provided for in the applicable bid request documents.
- g) All drafts, bonds, letters of credit or money orders shall be payable to the Corporation of The Nation Municipality. Unless otherwise mentioned, the Municipality shall return all bid deposits except the lowest bid within twenty (20) working days after the close of the bids, unless some anomalies are found in the analysis of the two lowest bids. In this case, the third lowest bid deposit will be retained. The bid deposits retained by the Municipality shall be released after execution of the contract agreement and submission to the Municipality of all documents required for the contract. If the bidder refuses or neglects to execute the contract agreement or to submit the required documents as specified by the Municipality in its bid request documents within a delay of three weeks after the date of the contract award, the Municipality, in its sole discretion, may cash any bid deposit cheque or money order, or act upon a bid bond in its possession relating to the specific bid request documents for default of the bidder and the Municipality has full, unfettered rights to use the funds in its sole discretion and any bidder who has defaulted shall have no claim whatsoever against the Municipality for such action taken by the Municipality.
- h) All bid deposits must be signed originals and, in the case of bonds, sealed. No faxes or photocopies will be accepted.
- i) The Municipality is authorized to cash and deposit any bid deposit in its possession that is forfeited because of non-compliance with any of the terms, conditions and/or specifications of a bid.

6.25. SECURITY REQUIREMENTS

- a) Performance, labour and/or material payment and/or maintenance bonds are required for all construction projects exceeding \$100,000.00; bonding amount shall not be less than 50% of the bid amount.
- b) All bonds must be signed originals and sealed. No faxes or photocopies will be accepted.
- c) The above-mentioned bonding requirements may be replaced by any other type of guarantee as approved by the CAO.
- d) Once the contract is granted and where required, the contractor must provide to the Municipality, at his cost, a performance bond in the amount specified in the bid request documents. Such bond shall be deemed satisfactory by the Municipality.
- e) The performance bond shall unconditionally guarantee that the work will be satisfactorily completed, or the materials supplied, or both, within the terms of the

contract up to the face value of the bond, that is, the bonding company will be liable whenever the contractor is liable. Without limiting the generality of the foregoing, such bond shall cover extensions to the contract, modifications of the contract and a twelve (12) month maintenance guarantee. The bonding company shall NOT replace a prime contractor or sub-contractor without prior approval of the appropriate Department Head or the Municipality's consultant.

6.26. INSURANCE

- a) The following insurance requirements are mandatory for all work undertaken on behalf of The Nation Municipality. The successful contractor shall provide the Municipality with an insurance certificate as follows:
 - i. Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5 million per occurrence/maximum of \$5 million annual aggregate for any negligent acts or omissions relating to the obligations under the bid request. Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use, personal injury, contractual liability, premises, property and operations, non-owned automobile, broad form property damage, owners and contractors protective, occurrence property damage, products broad form completed operations, employees as additional insured (s), contingent employers' liability, tenants legal liability, cross liability and severability of interest clause. If applicable, the commercial general liability insurance policy shall not contain any exclusions of liability for damage, etc. to properties, buildings or land arising from:
 - a. Removal or weakening of support of any property, building or land whether such support is natural or otherwise;
 - b. Use of explosives for blasting;
 - c. Vibration from pile driving, caisson work, if minimum coverage for any such loss or damage is \$5 million;
 - b) The Nation Municipality shall be added as an additional insured. The insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.
 - c) 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 million inclusive for each and every loss.
 - d) Professional Liability (Errors and Omissions) Insurance coverage shall be obtained to a limit of not less than \$2 million. If such insurance is written on a claims made basis, the policy shall contain a 24 month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of the services provided under the contract. The Nation Municipality shall be added as an additional insured. This

insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

- e) Environmental Impairment Liability Insurance with a limit of not less than \$2 million per incident/annual aggregate. Coverage shall include third party bodily injury and property damage including on-site and off-site clean-up. If such insurance is written on a claims made basis, the policy shall contain a 24 month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of the services provided under the contract. The Nation Municipality shall be added as an additional insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.
- f) If required, the contractor shall provide and maintain during the term of the contract, Broad Form Builders' Risk and Equipment Breakdown insurance coverage to the full replacement cost of the existing building and all improvement and renovation construction costs. Such insurance shall be written on an All Risks basis including earthquake, flood, sewer backup and testing /commissioning. The policy shall be issued in the name of the contractor and The Nation Municipality as a loss payee as their interests may appear to the replacement value of the completed building including improvement and renovation costs.
- g) The successful bidder must provide, at its cost, a certificate of insurance verifying the above noted coverage prior to the effective date of the contract, to the satisfaction of the municipality and be in force for the entire contract period.
- h) An endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without giving notice to the Municipality a written notice of thirty (30) days.
- i) The Municipality reserves the right to assess exposures and add additional insurance requirements where deemed necessary.
- j) The successful bidder shall indemnify and release the Municipality from any responsibility, loss claims, demands, costs and expenses, including reasonable legal fees, caused wholly or in part by any negligence, acts or omissions whether wilful or otherwise by the bidder, its agents, officers, employees, or other persons for which the bidder is legally responsible.

6.27. INFORMATION TO BIDDERS

- a) All prospective suppliers of goods or services should ensure that they are familiar with the Municipality's Procurement Policy. The policy is available on the municipal website at www.nationmun.ca.
- b) Bidders shall carefully examine and study all the bid request documents, drawings, specifications, work sites (if applicable), etc. to ensure that all conditions affecting the contract and the detailed requirements have been met.

- c) Should a bidder find discrepancies in, or omissions from the bid request documents, or should it be in doubt as to the meaning, it shall clarify them with the appropriate Department Head who may subsequently send an addendum to all bidders. No oral explanation or interpretation will be provided.
- d) Where sub-trades are to be used, a complete list showing the sub-trades' name, owners, phone numbers and addresses shall accompany the bid submission. The cost of the work to be performed by each sub-trade shall be clearly shown on the list. Sub-trades may be changed by the main contractor but only on written approval by the appropriate Department Head or the Municipality's consultant.
- e) The contractor shall insert the firm's WSIB account number in the space provided on the bid form (as applicable). This number is required to verify the firm's standing with the Board at the time of the recommendation to award this contract.
- f) Any contingency allowance to be included shall be stated by the Municipality and no bidder shall include any other contingency allowance on any bid.
- g) The estimate of quantities as shown in the bid request documents shall be used as a basis of calculation upon which the award of contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Municipality.
- h) Whenever the amount bid for an item in a bid submission does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall prevail, and the amount of the total bid price shall be corrected accordingly.
- i) The unit price or lump sum price for all items in the schedule of quantities and unit prices shall be deemed to be full compensation for all the works including all necessary labour, equipment and materials specified in the special provisions, standards specifications, and additional specifications.
- j) After notification of award, the successful bidder will be responsible for adhering to the following, as applicable to the bid request documents requirements:
 - i. The successful bidder shall be bound to execute the contract agreement and to file satisfactory bonds, insurance policies and WSAI clearance letter, as required herein, with the Municipality within three (3) weeks of the date of the contract award and these documents shall be maintained by the Municipality until contract completion.
 - ii. Failure to execute the contract or to file satisfactory bond, insurance policies and WSAI clearance letter as required by the bid request document within the specified time period shall be just cause for the cancellation of the contract award and the forfeiture of the bid deposit to the Municipality, not as penalty, but in liquidation of damages sustained. The Municipality shall then have the right to award the contract to any other bidder or to reissue the bid request documents.
- k) Payments to the Contractor, holdbacks, and their release, as well as certificates of substantial performance and completion under the contract shall be in full compliance

with the provisions of the Construction Lien Act, R.S.O. 1990, unless otherwise specified.

- l) In its bid price, the Contractor shall be deemed to have made due allowance for the publication of a copy of the certificate of substantial performance of the contract in the Daily Commercial News within seven (7) days of the receipt of the said certificate, in order to facilitate the holdback release under the substantial performance certificate.
- m) Successful bidders shall be responsible for all permits.
- n) The contract must be completed by the time specifies in the bid request documents or as agreed upon in the contract.

6.28. STATEMENT BY BIDDER

The Statement by Bidder (Form 1 attached) must be completed in full and signed by an individual representing the bidder and a witness is a non-corporation or an authorized representative of the company or a director or officer of the company and the corporate seal, if the bidder is a corporation.

6.29. CONFLICT OF INTEREST

- a) All consultants (e.g. architects, engineers, etc.) retained by the Municipality shall disclose, before accepting an assignment, any potential conflict of interest. If such conflict of interest does exist, the Municipality will, as directed by the Department Head, in its discretion, withhold the assignment from the consultant until the matter is resolved. The Municipality reserves the right to terminate the assignment in the case of a conflict of interest.
- b) The Corporation shall make no purchase of goods or Services for the personal use of elected or appointed Officials or employees or any member of their respective families.
- c) No employee shall purchase or offer to purchase, on behalf of the Corporation, any goods or Services except in accordance with this Procurement Policy.
- d) No goods or Services shall be purchased from an Officer or employee of the Corporation, or from any associate of such Officer or employee, unless the extent of the interest of such Officer or employee has been fully disclosed and the CAO has approved the purchase.
- e) Every elected official, appointed officer, Employee of the Corporation or member of an Employee's Immediate Family is expressly prohibited from accepting, directly or indirectly, from any person, company, firm or corporation to which any Purchase Order or Contract is, or might be awarded, any rebate, gift or money, except:
 - i. Gifts of a very small intrinsic value; or
 - ii. Moderate hospitality during the normal course of business that would not significantly exceed what the Corporation, through the Employee's expense

account, would likely provide in return and would not be perceived by others as influencing the making of a business decision

- f) Subject to section 41(c) above, all elected officials, officers or Employees of the Corporation shall declare any Conflicts of Interest to the Chief Administration Officer and shall not be involved in a purchasing process where a Conflict of Interest exists, including, but not limited to:
 - i. Requesting the Goods and/or Services, setting the parameters of the Purchase, evaluating Bids or recommending, deciding or making Awards;
 - ii. Direct contact with those making those purchasing decisions, both in Purchasing Department and the user Department.
- g) Suppliers shall not be allowed to submit a Bid for any Bid Solicitation in which the Supplier has participated in the preparation of the Bid Solicitation, and any such Bid submitted shall be disqualified except where such Supplier has been specifically authorized by Council to participate in such Bid Solicitation.

6.30. ADDITIONAL WORK OR SERVICES

- a) Additional work or services not included in the original bid request, but which are identified and deemed necessary or desirable by the Municipality either prior to, during or after the performance of the services, shall be performed by the service provider subject to the following criteria:
 - i. The Municipality will provide a written description of the additional work, items or services and, where required, detailed plans;
 - ii. The service provider will provide a written estimate of the cost to perform the services and shall include:
 - a. The cost of the work or services as per the applicable general conditions; or
 - b. The cost of the work at the same unit cost as set out in the bid; or
 - c. The cost of the work on a cost-plus basis to be agreed upon.
- b) The service provider will set out in writing any impact the additional work or services will have on the project schedule, if any.
 - i. The Municipality shall not be liable for the cost of any additional work performed by the service provider unless such work or services have been authorized in writing by the Municipality.

6.31. LOBBYING RESTRICTIONS

- a) Suppliers, their staff members, or anyone involved in preparing Bids shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome

of the purchasing process or subsequent Award. This restriction extends to all of the Corporation's staff and members of Council.

- b) The Corporation may reject any bid by a supplier that engages in such lobbying, without further consideration, and may terminate that Supplier's right to continue in the purchasing process.
- c) During a Bid Solicitation process, all communications shall be made through the Purchasing Department. No Supplier or person acting on behalf of a Supplier or group of Suppliers, shall contact any elected official, consultant, or any Employee of the Corporation to attempt to seek information or to influence the Award.
- d) Elected officials shall refer any inquiries about a Bid Solicitation process to the CAO.

6.32. ACCESS TO INFORMATION

- a) The disclosure of information received relevant to Bid Solicitations or Awards shall be made by the appropriate officers in accordance with the provisions of all relevant privacy legislation including primarily the Municipal Freedom of Information and Protection of Privacy Act, R.S.O1990, c. M.56, as amended.
- b) All Suppliers who contract with the Corporation shall adhere to or exceed the standards set in the Municipal Freedom of Information and Protection of Privacy Act or the Personal Health Information Protection Act, 2004, S.O. 2004, c. 3, Sched. A, or other relevant Ontario or federal privacy legislation or common law as may be passed or amended from time to time, as if they were agents of the Corporation as relates to the confidential and secure treatment, including collection, use, disclosure or retention, of personal (health) information, other confidential information of the Corporation, and all records thereof which they come into contact with in the course of performing Services or providing Goods to the Corporation.

6.33. EXTENSION OF CONTRACT

Contracts may include extensions to the term of the agreement as set out in the Bid Request. Extending the term of agreement beyond that set out in the Bid Request amounts to a non-competitive procurement where the extension affects value and/or stated deliverables of procurement. In such situations, approval from an appropriate authority as per section 6.3 must be obtained prior to proceeding with the extension.

6.34. SUPPLIERS IN LITIGATION

- a) Except as otherwise permitted in Section 6.29(b), in relation to a previous acquisition or any supply contracts awarded to that supplier or affiliates (s), a bid from a supplier shall be rejected if the supplier, any affiliate of the supplier, or any principal, officer or director of the supplier, directly or indirectly through another corporation or other business entity:

- i. has commenced and continues at the time of the proposed award to pursue litigation against the Municipality, its elected officials, officers and/or employees; or
 - ii. is a person or entity against whom the Municipality is pursuing litigation at the time of the proposed award.
- b) A bid from a supplier described in Section 6.29(a) may be accepted provided that the CAO has determined that:
- i. there is an emergency;
 - ii. the acquisition is a sole source acquisition;
 - iii. the Municipality is legally obligated to enter into the contract;
 - iv. where the Municipality has been named as plaintiff or defendant pursuant to a subrogated interest, an appropriate arrangement has been made to indemnify the Municipality; or
 - v. where the amount in dispute in the litigation does not exceed \$100,000.00, the award of the contract would be in the best interests of the Municipality, based on the consideration of factors that include, but are not limited to:
 - vi. the supplier's performance under previous contracts with the Municipality;
 - vii. the Municipality's claims history with the supplier; and
 - viii. the assessment of the overall risk and total cost in entering a contract with the supplier.

6.35. LOCAL PREFERENCE

- a) The following two legislative documents prohibit municipalities from adopting a Local Preference Policy:
 - i. The Discriminatory Business Practices Act, R.S.O 1990, Chapter D12, as amended; and
 - ii. Chapter 5 of the Agreement on Internal Trade.
- b) The primary objective of the purchasing process is to acquire goods/services at the lowest possible cost, consistent with the demands of suitability, quality, service, and delivery capabilities.
- c) If in the determination of the Department Head, a competitive market exists, and two or more compliant bids are received and are identical in price, and provided suitability, quality, service and delivery are similar, then priority of acceptance may be made first for a local bid, is any, than for a regional bid, is any, otherwise, the "best and final offer" from bidders involved in order to break the tie.

6.36. ENVIRONMENTALLY SOUND ACQUISITIONS

Departments will endeavor to include specifications in Bid Solicitations that provide for energy efficient products, reusable products and products that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the product or service. It is recognized that cost analysis is required in order to ensure that the products are competitively priced.

6.37. ADMINISTRATION

- a) No contract or purchase shall be provided to avoid any requirements of this Procurement Policy.
- b) In all purchases, price shall be the prime selection criteria before any special provisions, additions or deletions are calculated into the bid price, providing that all specification requirements are met. Such specifications are to be generic or described as “equivalent”. All factors influencing the purchasing decision are to be included in the specifications.
- c) The Municipality may participate with other units of government, their agencies or public authorities in co-operative purchase ventures when it is in the best interest of the Municipality to do so and the policies of the co-operative purchase venture are consistent with the Municipality’s Procurement Policy.
- d) Performance evaluations may be undertaken on suppliers.
- e) All original invoices from suppliers shall be authorized before payment. Authorization in the form of signatures of the Department Head or designate and staff denoting clerical accuracy, budgetary or specific resolution approval and indicating that goods and services were received in good order must be in place. These signatures will be deemed to authorize payment.
- f) Between the last regular meeting of Council in any year and the adoption of the budget estimates for the next year, the Treasurer is authorized to pay the accounts of any ordinary business transactions of the Municipality that are required to maintain services. This shall include the payment of accounts for previously approved capital items and projects.
- g) After the adoption of the budget estimates, the Treasurer is authorized to pay the accounts approved by the Department Head and to pay contract accounts upon receipt of evidence of value received and approval of the Department Head and Council.
- h) Notwithstanding the provisions of this policy, the Municipality shall have the right to reject the lowest or any bid in its absolute discretion. The Municipality also reserves the right to re-issue a bid request document in its original form or as modified to best suit the requirements of the Municipality.
- i) The Municipality shall make no purchase of goods or services for the personal use of elected or appointed officials or employees or any member of their respective families.

- j) No employee shall purchase or offer to purchase, on behalf of the Municipality, any goods or services, except in accordance with this Procurement Policy.
- k) Elected officials shall not approve nor acquire any goods or services.
- l) No goods or services shall be purchased from an officer or employee of the Municipality, or from any associate of such officer or employee, unless the extent of the interest of such officer or employee has been fully disclosed and the CAO has approved the purchase.
- m) The Municipality shall endeavour to standardize all goods and services to allow for bulk purchasing and the related financial economies of scale.
- n) Material Safety Data Sheets (MSDS) must be maintained on file by the user department for all relevant products regardless of how the products are acquired, as per the Occupational Health and Safety Act.
- o) All background information, submitted by suppliers, purchase orders and other relevant information involved in obtaining process for goods and services shall be retained in the originating department as per the Records Retention By-Law #127-2019.

6.38. PROCUREMENT PROCESS REVIEW

- a) The Treasurer may randomly review departmental purchasing related files on an on-going basis to review the effectiveness and integrity of the process as well as compliance with this Procurement Policy.
- b) The CAO may require a complete review of this Procurement Policy for the purpose of evaluating its effectiveness at any time.

7. HOUSEKEEPING AMENDMENTS

- a) The Treasurer is hereby authorized to make such minor amendments to this Policy as are necessary to ensure continued compliance with provincial legislation and Council-ratified operating procedures.

8. ERRORS OR OMISSIONS

- b) It is acknowledged that any error or omission in this policy, which error or omission was not the result of bad faith on behalf of the Municipality, will not render such policy invalid or void.

9. POLICY REVIEW

The CAO and/or Treasurer shall review the effectiveness of this policy at least every two (2) years to ensure that it is aligned with current best practices and legislative requirements. The result of this review, along with any recommended changes, will be reported to Council for approval.

10. EFFECTIVE DATE

This amended Procurement of Goods and Services Policy shall take effect on June 23, 2025 and shall replace the former policy number F-2024-01 dated August 24, 2024.

SCHEDULE A

METHODS OF PROCUREMENT

Limit ¹	Budget	Purchasing Mechanism	Type of Bid Request	Source of bid	Approval Authority
\$0 to \$149.99	Included	<input checked="" type="checkbox"/> Petty Cash	<input type="checkbox"/> Request for Quotation	<input type="checkbox"/> Invitation	<input type="checkbox"/> Council
		<input checked="" type="checkbox"/> Credit Card	<input type="checkbox"/> Request for Tender	<input type="checkbox"/> Newspaper or other publication	<input type="checkbox"/> CAO
		<input checked="" type="checkbox"/> Supplier card/account	<input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Website	<input checked="" type="checkbox"/> Department Head
					<input checked="" type="checkbox"/> Designated Employee
	Not Included	<input checked="" type="checkbox"/> Petty Cash	<input type="checkbox"/> Request for Quotation	<input type="checkbox"/> Invitation	<input type="checkbox"/> Council
		<input checked="" type="checkbox"/> Credit Card	<input type="checkbox"/> Request for Tender	<input type="checkbox"/> Newspaper or other publication	<input type="checkbox"/> CAO
		<input checked="" type="checkbox"/> Supplier card/account	<input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Website	<input checked="" type="checkbox"/> Department Head
					<input checked="" type="checkbox"/> Designated Employee
\$150 to \$10,000	Included	<input type="checkbox"/> Petty Cash	<input type="checkbox"/> Request for Quotation	<input type="checkbox"/> Invitation	<input type="checkbox"/> Council
		<input checked="" type="checkbox"/> Credit Card	<input type="checkbox"/> Request for Tender	<input type="checkbox"/> Newspaper or other publication	<input type="checkbox"/> CAO
		<input checked="" type="checkbox"/> Supplier card/account	<input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Website	<input checked="" type="checkbox"/> Department Head
		<input checked="" type="checkbox"/> Contract			<input checked="" type="checkbox"/> Designated Employee
	Not Included	<input type="checkbox"/> Petty Cash	<input type="checkbox"/> Request for Quotation	<input type="checkbox"/> Invitation	<input type="checkbox"/> Council
		<input checked="" type="checkbox"/> Credit Card	<input type="checkbox"/> Request for Tender	<input type="checkbox"/> Newspaper or other publication	<input type="checkbox"/> CAO
		<input checked="" type="checkbox"/> Supplier card/account	<input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Website	<input checked="" type="checkbox"/> Department Head
					<input checked="" type="checkbox"/> Designated Employee
\$10,000 to \$50,000	Included	<input type="checkbox"/> Petty Cash	<input type="checkbox"/> Request for Quotation	<input type="checkbox"/> Invitation	<input type="checkbox"/> Council
		<input type="checkbox"/> Credit Card	<input type="checkbox"/> Request for Tender	<input type="checkbox"/> Newspaper or other publication	<input type="checkbox"/> CAO
		<input checked="" type="checkbox"/> Supplier card/account	<input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Website	<input checked="" type="checkbox"/> Department Head
		<input checked="" type="checkbox"/> Contract			<input type="checkbox"/> Designated Employee

Limit	Budget	Purchasing Mechanism	Type of Bid Request	Source of bid	Approval Authority
\$10,000 to \$50,000	Not Included	<input type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Supplier card/account <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Request for Quotation <input checked="" type="checkbox"/> Request for Tender <input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Invitation <input type="checkbox"/> Newspaper or other publication <input type="checkbox"/> Website	<input type="checkbox"/> Council <input type="checkbox"/> CAO <input checked="" type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee
\$50,000 to \$150,000	Included	<input type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Supplier card/account <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Tender <input type="checkbox"/> Request for Proposal	<input checked="" type="checkbox"/> Invitation <input type="checkbox"/> Newspaper or other publication <input type="checkbox"/> Website	<input type="checkbox"/> Council <input type="checkbox"/> CAO <input checked="" type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee
	Not Included	<input type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Supplier card/account <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Tender <input type="checkbox"/> Request for Proposal	<input checked="" type="checkbox"/> Invitation <input type="checkbox"/> Newspaper or other publication <input type="checkbox"/> Website	<input type="checkbox"/> Council <input checked="" type="checkbox"/> CAO <input type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee
\$150,000 +	Included	<input type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Supplier card/account <input checked="" type="checkbox"/> Formal Agreement	<input type="checkbox"/> Request for Quotation <input checked="" type="checkbox"/> Request for Tender <input checked="" type="checkbox"/> Request for Proposal	<input checked="" type="checkbox"/> Invitation <input checked="" type="checkbox"/> Newspaper or other publication <input checked="" type="checkbox"/> Website	<input type="checkbox"/> Council <input checked="" type="checkbox"/> CAO <input type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee
	Not Included	<input type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Supplier card/account <input checked="" type="checkbox"/> Formal Agreement	<input type="checkbox"/> Request for Quotation <input checked="" type="checkbox"/> Request for Tender <input checked="" type="checkbox"/> Request for Proposal	<input checked="" type="checkbox"/> Invitation <input checked="" type="checkbox"/> Newspaper or other publication <input checked="" type="checkbox"/> Website	<input checked="" type="checkbox"/> Council <input type="checkbox"/> CAO <input type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee

¹Financial Limits do not include taxes and freight charges.

This schedule does not contain any exceptions. Refer to the policy for possible exceptions.

SCHEDULE B

REQUEST FOR TENDER

The overall objective is to obtain the required goods and/or services at the best price from an appropriately qualified vendor. The Request for Tender document shall include the following main requirements:

1) Instruction to Bidders

This includes all the procedures for the process that includes, but is not limited to:

- The Municipality contact name and phone number for queries;
- Addenda issuance procedures;
- Closing date, location and time;
- Municipal processes for acceptance, rejection, payment terms, delivery terms, etc.;
- Requirements at time of closing (bid deposit);
- Requirements regarding insurance coverage;
- Discretionary power clause;
- If applicable, additional work or services, supplier in litigation and local preference clauses;
- Terms and conditions as per the Municipal Procurement Policy. The RFT must refer to the Municipality's web site www.nationmun.ca for a copy of the Procurement Policy;
- Form 1 must be included in the RFT documents. The Request for Tender must include the following statement: *"Form 1 must be signed by the bidder and sealed if the bidder is a corporation or, witnessed if the bidder is an individual and submitted with the bid, otherwise the bid will be rejected."*
- Bid deposits and/or bonding requirements;
- Requirements to use Canadian currency for all pricing including in the bid;
- A bid label and the procedure for its use must be included with the RFT documents.

2) Scope/Specifications (as applicable)

- If the product/work requirement can be generally described for information purposes and does not require the bidder to indicate its compliance, the

information can be stated in the RFT under “Scope”. (e.g. supply and delivery paper);

- If the product/work requirement is specific in technological requirements, measurements, etc. that requires the bidder to comply with or to provide a spec sheet of the product/work, then specifications are required. (e.g. for the purchase of a vehicle). Specifications must be specific enough to give all bidders sufficient information to provide a bid that will meet or exceed the requirements but general enough that it allows an equal opportunity to bid.

3) Bid Form

- This provides the bidder with an adequate format to provide unit or lump sum prices matching the description of the product/work requirements;
- Clearly indicate on the bid form if taxes are or are not applicable and if they are to be included or not included in the unit or lump sum price;
- The bid form shall also include an area to provide for the bidder’s signature, company name, company address, telephone number, fax number and email address.

All prospective bidders shall be supplied with one copy of the official Request for Tender documents, and a set of plans and/or specifications as applicable. A complete list of prospective bidders, including address, phone number, and fax number is to be maintained to facilitate the distribution of potential written addenda.

Closing times for sealed bids will be determined by the Department Head, and shall be submitted to:

The CAO,
The Nation Municipality
958 Route 500 West,
Casselman, ON K0A 1M0

SCHEDULE C

REQUEST FOR PROPOSAL (RFP)

When an evaluation team is used, it should consist of representatives of those parties that have an interest or expertise in the project and its requirements.

The RFP should include but is not limited to the following:

- 1) **Introduction**- some general statements regarding the purpose of the RFP, general background information, historical data, etc.
- 2) **Information for bidders**- this includes all the procedures for the process including, but not limited to:
 - The Nation Municipality contact name and phone number for queries;
 - Closing date, location and time;
 - Addenda issuance;
 - Municipal processes for acceptance, rejection, payment terms, delivery terms, etc.;
 - Requirements at closing time, submission details, number of copies of bids to be submitted;
 - Requirements regarding insurance coverage;
 - Discretionary power clause;
 - If applicable, additional work or services, supplier in litigation and local preferences clauses;
 - Terms and conditions as per the Municipality's Procurement Policy. The RFP document must refer to the Municipality's web page www.nationmun.ca for the Procurement Policy;
 - Form 1 must be included in the RFP documents. The RFP must include the following statement: "*Form 1 must be signed by the bidder and sealed if the bidder is a corporation or witnessed if the bidder is an individual and submitted with the bid, otherwise the bid will be rejected.*"
 - Requirement to use Canadian currency for all pricing included in the bid;
 - A bid label and the procedure for its use must be included with the RFP documents.

- 3) **Scope of Work/Deliverables-** outline the objectives, goals, deliverable requirements, etc.
- 4) **Evaluation Criteria-** detail an outline of the evaluation criteria that will assist the bidders with outlining their submission. The actual weighted ratings do not need to be provided in the RFP document. The evaluation criteria cannot be changed after the bids have been submitted. All prospective bidders shall be supplied with one copy of the official RFP documents, and a set of plans and/or specifications as applicable. A complete list of prospective bidders, including address, phone number and fax numbers is to be maintained to facilitate the distribution of potential written addenda.
- 5) **Closing times** for sealed bids will be determined by the Department Head and bids will be submitted to:

The CAO,
The Nation Municipality
958 Route 500 West,
Casselman, ON K0A 1M0

SCHEDULE D

PROCEDURE FOR SUBMITTING BID REQUESTS

Bid Requests must abide by the following procedures:

- All formal bids must be properly signed and sealed if the bidder is a corporation or witnessed if the bidder is an individual and placed in a sealed envelope and submitted to the CAO at the designated location in the Bid Request documents, as specified in the Bid Request documents;
- All sealed bid submissions shall have the date and time of receipt noted on the face of the envelope;
- Sealed bid submissions received later than the time specified will not be accepted. If received by mail, the sealed bid will not be opened and will be returned by regular mail or picked up by the owner from the Clerk's Office.
- When permitted in the Bid Request, electronic bids will be accepted. These bids will be submitted according to the procedure described in the Bid Request. IT services will be responsible for managing the technologies used for receiving electronic bids. The opening of electronic bids will be done on the date and time specified in the Bid Request.
- All sealed bid submissions will be opened at a time announced by the Department as soon after the closing as is practical. Sealed bid submissions openings shall be open to the public. The CAO, Department Head and/or the Treasurer or their respective designates shall attend and the names of those in attendance shall be recorded. When a two-envelope process is used, there shall be no public opening.
- A Department Head may choose not to open the bids publicly when a Request for Proposal is used.
- Upon opening, only the bid prices will be provided unless otherwise noted in the Request for Bid documents. The Municipality reserves the right to verify all bid submissions for requirements and extended prices after the public opening and may reject any non-compliant bids after the opening. No announcement concerning the successful bidder will be made at the opening of bids.
- The Department Head issuing the bid is responsible for notifying the Treasurer or it's designate of the bid request.
- The Municipality reserves the right to reject any or all bids for any reason whatsoever.

- Any bidder will be permitted to withdraw this unopened bid after it has been deposited with the CAO, provided such request for withdrawal is received in writing prior to the time appointed for the bid opening. Following withdrawal, the bidder may resubmit a new bid. Bids may be withdrawn and resubmitted only within the timeframe allowed by the RFP or RFT.
- More than one bid from an individual firm, partnership, corporation, or association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all bids so affected.
- Bids that are incomplete, conditional, or obscure, or that contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as non-compliant. A bidder may, however, submit alternative prices on any item for consideration. The Municipality reserves the right to waive informalities in its discretion. The Municipality shall be the sole judge of such matters.
- Bids containing mathematical errors and are likely to adversely affect the interests of the Municipality may be rejected. The Municipality shall be the sole judge of such matters.
- All bids must be on the form provided by the Municipality. The form must be signed by the bidder and sealed if the bidder is a corporation or witnessed if the bidder is an individual. A bid submitted by a corporation shall bear the corporate seal and the signature of a duly authorized officer or officers who may be required to present evidence of his or their authority to sign. Where a bid is a joint venture, each corporation shall comply individually with this direction.

SCHEDULE E

BID IRREGULARITIES SUMMARY

ITEM NO.	DESCRIPTION	MAJOR	MINOR	ACTION
1	Late bids by any amount of time	X		Automatic rejection
2	Form 1, Statement of Bidder is missing or not signed. Form 1 is considered not signed when the signature of an authorized person or the corporate seal is missing if a Corporation and if the signature or the witness's signature is missing if an individual.	X		Automatic rejection
3	Bids completed in pencil	X		Automatic rejection
4	Bid deposit not submitted with the bid when the Bid Request (or any addenda) indicated that such is required	X		Automatic rejection
5	<p>EXECUTION OF AGREEMENT TO BOND</p> <p>a) The Bond Company's corporate seal or equivalent proof of authority to bind the company signature is missing</p> <p>b) Surety company is not licensed to do business in Ontario</p>	X		Automatic rejection
6	<p>EXECUTION OF BID BONDS</p> <p>a) Corporate seal or equivalent proof of authority to bind company or signature of the BIDDER or both is missing</p> <p>b) Corporate seal or equivalent proof of authority to bind company or signature of BONDING COMPANY is missing</p>	X		Automatic rejection
7	<p>OTHER BID SECURITY</p> <p>Cheque which has not been certified</p>	X		Automatic rejection
8	Bidders not attending mandatory site meeting(s)	X		Automatic rejection

ITEM NO.	DESCRIPTION	MAJOR	MINOR	ACTION
9	Unsealed tender envelopes	X		Automatic rejection
10	Pricing or signature pages missing	X		Automatic rejection
11	Insufficient financial security (i.e. no deposit or Bid Bond or insufficient deposit)	X		Automatic rejection
12	Bids received on documents other than those provided in the Bid Request		X	Acceptable unless specified otherwise in the request
13	EXECUTION OF BID DOCUMENT Bond company corporate seal or equivalent proof of authority to bind company or signature missing	X		Automatic rejection
14	Part bids (all items not properly completed)	X		Only permitted if part bids were allowed in the Bid Request
15	Bids containing minor clerical errors		X	Municipality reserves the right to waive initialling and accept the bid
16	Uninitiated changes to the bid which are minor (i.e. Bidder's address is amended by overwriting but not initialled)		X	Municipality reserves the right to waive initialling and accept the bid
17	Alternate items bid in whole or in part		X	Available for further consideration unless specified otherwise in the request
18	Unit prices in the schedule of prices have been changed but not initialled		X	Municipality reserves the right to waive initialling and accept the bid

ITEM NO.	DESCRIPTION	MAJOR	MINOR	ACTION
19	Other mathematical errors which are not consistent with the unit prices		X	Unit prices will govern
20	Pages requiring completion of information by vendor are missing		X	Consultation with Solicitor on a case-by-case basis and referenced within the staff report if applicable
21	Bid documents which suggest that the bidder has made a major mistake in calculations or the bid		X	Consultation with Solicitor on a case-by-case basis and referenced within the staff report if applicable

SCHEDULE F

EXCLUSIONS

- 1) Payments made in accordance with salaries and payroll benefits, including temporary help agency employees and providers as authorized by Council.
- 2) Expenditures for training and education such as but not limited to:
 - i) Attendance at conferences, seminars, courses, and conventions
 - ii) Subscriptions to books, magazines, and periodicals
 - iii) Membership fees
 - iv) Fees for trainers/facilitators
- 3) Refundable Employee expenses such as but not limited to :
 - i) Meal allowances
 - ii) Travel and entertainment
 - iii) Miscellaneous expenses
- 4) General expenses such as but not limited to :
 - i) Licenses (vehicles, information systems, etc.)
 - ii) Debenture payments
 - iii) Interest on temporary bank loans and bank charges
 - iv) Insurance deductible and adjustor's fees
 - v) Grants or contributions to agencies
 - vi) Payments made to partners with whom a signed contract is currently in place for the exchange or the delivery of good and/or services
 - vii) Damage claims
 - viii) Petty cash replenishment
 - ix) Tax remittances

- x) Inter-department charges
 - xi) Payment to or on behalf of individuals in regard to programs authorized by Council.
- 5) Professional and Special Services, committee related fees
- 6) Utilities such as but not limited to :
- i) Water and Sewage
 - ii) Taxes
 - iii) Electricity
 - iv) Gas
 - v) Telephone
 - vi) Internet connection
 - vii) Mandatory inspections made by governmental and/or public utilities agencies
- 7) Postal charges and delivery services
- 8) Specific payments as authorized by Council such as but not limited to:
- i) Land purchases
 - ii) Expropriations
 - iii) Insurance premiums
 - iv) External auditors
 - v) Legal services
 - vi) Consultants
 - vii) Property assessment

THE CORPORATION OF THE NATION MUNICIPALITY

FORM 1 - STATEMENT BY BIDDER

1. I/We have reviewed all terms and conditions of all forms included as part of this bid package and in the Municipality's Procurement Policy in force.
2. I/We have read and understand all terms and conditions of all forms included as part of this bid package as well as the Municipality's Procurement Policy in force.
3. I/We understand that if our bid is chosen, all requirements of the successful bidder as outlined in this bid package as well as in the Municipality's Procurement in force will be completed by the time and in the format required.
4. If the Bid is accepted, I (we) agree to provide the insurance and all documentation, as required, and specified by the Bid Request Document(s).
5. If I am (we are) the Successful Bidder, I (we) agree to provide all Supplies, Services, and/or Construction as more specifically set out and in accordance with the Corporation's Bid Request document(s), including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Corporation), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
6. I (We) certify that this Bid is made without any connections, knowledge, and comparison of figures or arrangements with any other company, firm, or person making a Bid for the same work and is in all respects fair and without collusion or fraud.
7. I (We) do hereby Bid and offer to enter a Contract to do all the work as specified in the Bid Request document(s) which shall include all costs but are not limited to freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
8. If I (we) withdraw this Bid before the formal Contract is executed by the Successful Bidder for the said work or sixty (60) calendar days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this Bid) shall be forfeited to the Corporation.
9. I (We) (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Corporation.
10. I (We) hereby confirm that any and all workers performing work under this Contract have been properly trained under the *Occupational Health and Safety Act* and that every

Supervisor appointed is a “competent person” as defined in the *Act*. Furthermore, I (we) confirm that all work shall be in compliance with the *Act’s* regulations. ADM-019 Procurement Policy 43

11. I (We) agree to perform the work in compliance with the required completion schedule stated in the Bid Request document(s), or if no schedule is stated, to attain substantial performance of the work in compliance with the required completion schedule stated in the Bid Request document(s).
12. I (We) certify that I am (we are) not a party or privy to any deceit to mislead the Corporation into accepting this Bid as a truly competitive Bid whether to the prejudice, injury, or benefit of the Corporation.
13. I (We), including Non-Resident Bidder, shall comply with all Federal, Provincial (Ontario), and Municipal Laws, Acts, Ordinances, Regulations, and By-laws, which in any way pertain to the Services and/or Supplies outlined in the Bid Request or to the Employees of the Bidder.
14. I (We), including Non-Resident Bidder, shall charge applicable HST for Ontario.

Dated at _____ this _____ day _____ of _____ 20 ____ .

CORPORATION

Signature of Authorized person

Name & position (please print)

SEAL

OTHER THAN A CORPORATION

Signature of Authorized person

Name & position (please print)

Witness signature

