

THE CORPORATION OF THE MUNICIPALITY OF NORTH GRENVILLE

BY-LAW NO. 56-17


A By-Law to Adopt a Purchasing & Procurement Policy

WHEREAS the Council of the Municipality of North Grenville deems it necessary and desirable to establish a Purchasing and Procurement Policy applicable to the Municipality of North Grenville Council and staff:

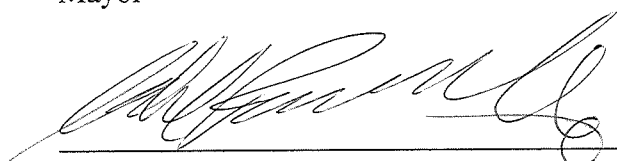
NOW THEREFORE the Council of the Corporation of the Municipality of North Grenville enacts as follows:

1. The Purchasing & Procurement Policy as outlined in Schedule “A” attached hereto, is adopted by Council.
2. This by-law shall be known as the “Purchasing & Procurement Policy By-Law”.
3. That By-Law 34-06 be repealed.
4. The Clerk of the Municipality of North Grenville is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatic, semantic or descriptive nature or kind to the by-law and schedule(s) as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.
5. This by-law shall come into force and take effect on the date of its passing.

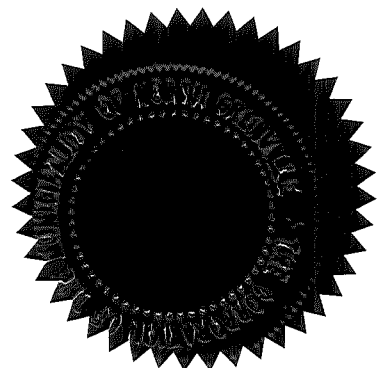
PASSED AND ENACTED
THIS 23RD DAY OF MAY, 2017.



DAVID GORDON
Mayor



CAHLE POMINVILLE
Clerk




 FINANCE POLICY			Policy #
		Approval Date: May 23, 2017	Revision Date:
Title:	Purchasing & Procurement Policy		
Applies To:	All Departments		

TABLE OF CONTENTS

1. Purposes, Goals & Objectives.....	3
2. Scope	3
3. Procurement Principles	3
4. Complaints	4
5. Definitions	4
6. Interpretation	10
7. Responsibility & Authority	10
8. Accessibility	11
9. Advertising of Purchase Opportunities	11
10. Cancellation of Request for Quotation, Proposal or Tender	11
11. Request for Pre-Qualification of Acceptable Suppliers	11
12. Direct Purchases	
Non-competitive Purchases of \$0 to \$1,000	12
13. Lower Value Purchases	
Verbal Quotation Purchases of \$1,000 to \$2,500	13
14. Mid-Range Value Written Quotations	
Purchases between \$2,501 and \$10,000	13
15. Tenders	
Purchases between \$10,001 and \$50,000	13
16. Request for Tender	
Purchases \$50,001 and over	14
17. Request for Proposal	
Purchases \$10,001 and over	16

18.Special Circumstance Purchases	17
19.Single Source Purchases	17
20.Roster for Professional or Standing Offer	19
21.Petty Cash	19
22.Co-operative Purchasing	19
23.Tender & Contract Administration	20
24.Lease Contracts	22
25.Term of Council	23
26.Access to Information	23
27.Providing Assistance	23
28.Conflict of Interest	24

TABLE OF SCHEDULES

Schedule A – Purchasing Exemptions	25
Schedule B – Chart of Bid Irregularities	26
Schedule C – Purchasing & Execution Authority	28
Schedule D – All Budgeted Items Over \$,2,501	29
Schedule E – Proposal Ranking Sheet	30

TABLE OF APPENDIX

Appendix 1 – Sample Tender Document	33
Appendix 2 – Sample Request for Proposal Document	38

1. PURPOSES, GOALS & OBJECTIVES

The purposes, goals and objectives of this policy and each of the methods of Purchasing authorized herein are:

- a) To provide a corporate-wide policy for the procedures and controls in the acquisition of goods and services;
- b) To ensure fairness among bidders;
- c) To ensure all goods and services are purchased on a competitive basis at lowest cost consistent with the quality required and availability;
- d) To provide a level of service that meets the timeframe requirements for each department;
- e) To ensure openness, accountability and transparency while protecting the financial best interest of the Municipality of North Grenville;
- f) To promote, and incorporate wherever possible in purchasing activities of the Municipality, the requirements of the *Accessibility for Ontarians with Disabilities Act, 2005*;
- g) To monitor all purchases within current control resources and to maximize savings to the taxpayers; and
- h) It will be the policy of the Municipality to standardize the procurement of goods and services wherever possible, to meet the following objectives:
 - To allow for reduced number of goods and services required;
 - To maximize volume buying opportunities;
 - To provide economies of scale;
 - To reduce handling, training and storage costs;
 - To minimizing maintenance costs;
 - To reduce overall cost; and
 - To maximize value.

2. SCOPE

The policy will be applicable to all departments of the Municipality of North Grenville and where their operational and reporting structure permits, boards, committees and services that are responsible to the Municipality.

3. PROCUREMENT PRINCIPLES

The following principles are intended to protect the integrity of the procurement process, to prevent unauthorized spending and to minimize risks to the procurement activities of the Municipality.

3.1. CONFLICT OF INTEREST

Any employee who has a conflict of interest, meaning a situation where the employee's personal interests may affect the employee's judgement in acting in the best interest of the Municipality, shall disclose the conflict of interest to the Chief Administrative Officer (CAO) and shall withdraw from the procurement process. Members of Council, committees and local boards shall comply with the *Municipal Conflict of Interest Act*.

3.2. ELECTED OFFICIAL ROLE

Elected officials shall be involved in the procurement process only as voting members of Council. Elected officials shall not make purchasing commitments or acquire goods and services on behalf of the Municipality.

3.3. NO EMPLOYER - EMPLOYEE RELATIONSHIP

The Department Director shall reject any purchase requisition or proposal for services where the services could result in the establishment of an employer-employee relationship.

3.4. CONSULTANTS' CONFLICTS OF INTEREST - DISCLOSURE

All consultants (engineers, architects, legal and other advisors) retained by the Municipality shall be required to disclose any real or potential conflict of interest prior to accepting a contract or as soon as the conflict is evident to the consultant. The Municipality may then withhold the assignment from the consultant until the matter is resolved or may terminate the contract without penalty, at the Municipality's sole discretion.

3.5. NO SPLITTING

Splitting of orders (dividing of large orders into two or more smaller requisitions) to stay within expenditures thresholds is not permitted.

3.6. UNSOLICITED PROPOSALS

Unsolicited proposals will not be accepted by the Municipality.

3.7. GIFTS

No employee shall accept any gifts or favours from any vendor, contractor or others who may do business with the Municipality that could tend to influence the employee in the performance of his/her duties. "Gifts" do not include promotional materials with a value of less than \$20.

3.8. NO DISCRIMINATION

In order to comply with all federal and provincial legislation and trade agreements, the Municipality shall ensure that suppliers are treated fairly when competing for procurement opportunities, regardless of geographic location. As stated in these agreements, there shall be no preference given to local suppliers or local content.

3.9. COMPLIANCE

A Department Director shall not award a contract where it has been determined that the provisions of these policies have not been complied with or when the Department Director has been advised not to do so by the Director of Finance or CAO.

3.10. DISCIPLINARY ACTION

Any employee who knowingly and intentionally acquires any goods or services or enters into any agreement on behalf of the Municipality in contravention of these policies, as amended from time to time, shall be subject to disciplinary action in accordance with the Human Resources Policies of the Municipality.

3.11. ACCOUNTABILITY

The goal is to provide clear delegation of authority and a means of ensuring implementation of plans authorized in the annual budget. Accountability refers to the obligation to answer for results in terms of prudent spending of public funds.

3.12. TRANSPARENCY

To create an open and transparent procurement process. Openness and transparency refer to clarity and disclosure about the process for arriving at procurement decisions. Policies that promote openness and transparency are to be governed by legal considerations with respect to confidentiality and protection of privacy.

3.13. EFFICIENCY

To maximize efficiency in carrying out procurement activities. Efficiency measures the quality, cost and amount of goods and services procured as compared to the time, money and effort used to procure them.

3.14. EFFECTIVENESS

Effectiveness refers to the extent to which the procurement process is achieving its desired results in terms of meeting the needs of the Municipality.

3.15. FAIRNESS & CONSISTENCY

To promote fairness and consistency in the treatment of prospective suppliers and to avoid discriminatory practices.

3.16. OBJECTIVITY

To approach the procurement of goods and services in an objective and unbiased way, that is not influenced by personal or private interests.

3.17. **VALUE**

To endeavour to obtain best value in all purchasing decisions in terms of price, quality, risk, service and contribution to the operations of the Municipality. Value means the advantage or gain that the Municipality derives from the item or service.

3.18. **LEGAL COMPLIANCE**

To ensure compliance with all Federal and Provincial laws and regulations in all purchasing and procurement activities.

4. **COMPLAINTS**

Any complaints from a supplier or potential supplier concerning any aspect of the procurement process shall be submitted in writing to the appropriate Department Director, with a copy to the CAO and the Director of Finance. The Director of Finance, in consultation with the Department Director, shall investigate and resolve the matter and may refer the matter to Council, at his/her discretion.

5. **DEFINITIONS**

Wherever a word is used in this policy with its first letter capitalized, the term is being used as it is defined in this section. Where any word appears in ordinary case, its regularly applied meaning in the English language is intended.

- a) **"Appropriated"** means the provision of funds in the annual budget. Where Council has not yet adopted a budget for the current year, an expenditure shall be deemed to be appropriate if the expenditure is for normal operations and maintenance, and does not exceed funds at the previous years' service levels.
- b) **"Agreement"** shall mean a legal document that binds the Municipality and all other parties, subject to the provisions of the contract.
- c) **"Award"**, **"Awarded"** and **"Awarding"** means authorization to proceed with the purchase of goods, services or construction from one or more selected suppliers or contractors.
- d) **"Best Value"** means the optimal balance of performance and cost as determined by the decision-maker and in accordance with any pre-determined evaluation plan.
- e) **"Bid"** means an offer or submission from a bidder in response to a call for bid and in accordance with the terms and conditions of the Municipality's bid documents.
- f) **"Bidder"** means one who submits a response to a call for a bid.

- g) **"Bid Deposit"** means the form of security required by the terms and conditions of Bid Solicitations to guarantee that the successful supplier enters into a Contract with the Municipality.
- h) **"Bid Solicitation"** means a formal request for Bids including a Request for Informal Quotation, Request for Quotation, Request for Tender, or Request for Proposal.
- i) **"Budget"** means the budget or portion of the budget approved by Council.
- j) **"Chief Administrative Officer"** or **"CAO"** means the Chief Administrative Officer of the Municipality of North Grenville.
- k) **"Compliant Bid"** means a Bid that meets the terms and conditions of the Bid Solicitation and this policy.
- l) **"Conflict of Interest"** means a situation where a personal, business or other interest of an elected or appointed official, officer or employee of the Municipality is, or can be reasonably perceived to be, in conflict with the interests of the Municipality, and includes, but is not limited to:
 - i. the giving or receiving of a direct or indirect personal gain or benefit, or a direct or indirect advantage or privilege, by any person or business that offers goods and/or services to the Municipality;
 - ii. a direct or indirect interest in any business that provides goods and/ or services to the Municipality;
 - iii. a conflict of interest as defined in the Employee Code of Conduct Policy.
- m) **"Construction"** means the process of utilizing labour to build, alter, repair, improve or demolish any structure, building or public improvement, and generally does not apply to routine maintenance, repair or operations of existing real property.
- n) **"Contract"** shall mean a legally binding agreement, enforceable by the courts, between two or more parties that creates an obligation to provide defined goods and/or perform defined services in exchange for some consideration.
- o) **"Council"** means the Council for the Corporation of the Municipality of North Grenville.
- p) **"Department Director"** means an employee who holds operational responsibility for a municipal function or service. Where responsibility for a function or service cannot be ascribed to a Department Director, this definition shall be deemed to mean the CAO.
- q) **"Designate"** means a person authorized by the Department Director to act on their behalf, for the purpose of this policy. Only a person holding a position no lower than one level below in the Municipality's organizational chart may be authorized to act as a Designate.

- r) **"Disability"** or **"Disabilities"** shall have the same meaning as set out in the *Accessibility for Ontarians with Disabilities Act, 2005*, or any successor legislation thereto.
- s) **"Emergency"** shall mean a situation where the purchase of goods and services requires immediate action to prevent or correct dangerous or potentially dangerous safety conditions, or ensure the safety of the public as a result of a sudden unexpected event.
- t) **"Expression of Interest"** shall mean a situation where vendors are solicited by the Municipality to advise the Municipality of their ability or desire to undertake municipal requirements.
- u) **"Goods"** means, in relation to procurement, moveable property (including the costs of installing, operating, maintaining or manufacturing such moveable property), including raw materials, products, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a general construction contract.
- v) **"Lowest Compliant Bid"** means the Compliant Bid that would provide the Municipality with the desired goods and/or services at the lowest cost.
- w) **"Normal Operating Expenditure"** means an expenditure of an operational, recurring nature and does not include one-time special or capital expenditures.
- x) **"Professional Services"** means those services requiring the skills of professionals for a designed service requirement including:
 - i. architects, engineers, designers, surveyors, geoscientists, project managers, financial consultants, auditors, accountants, doctors, dentists and lawyers;
 - ii. firms or individuals having specialized competence in environmental, planning or similar disciplines;
 - iii. software consultants and any other persons providing similar services.
- y) **"Proponent"** means one who submits a response to a Request for Proposal.
- z) **"Proposal"** means the submission received or the response to a Request for Proposal, acceptance of which may be subject to further negotiation.
- aa) **"Purchase"** means to acquire goods and/or services by purchase, rental, lease or trade.
- bb) **"Quote"** means a submission to the Municipality in response to a request for the cost of providing goods, services or construction to the Municipality.
- cc) **"Request for Expression of Interest"** or **"RFEOI"** means a public request made by the Municipality seeking responses from potential suppliers for the purpose of compiling a list of suppliers who may be interested in providing goods and/or services to the Municipality from time to time. Receipt of an expression of interest by the Municipality does not create any obligation

between the potential supplier and the Municipality, but may be a precondition to qualifying for subsequent Bid Solicitations issued by the Municipality.

- dd) **"Request for Pre-Qualification"** or **"RFPQ"** means a public request by the Municipality seeking submissions outlining the experience, financial strength, education, background and significant personnel of potential suppliers who may, from time to time, qualify to supply goods and/or services to the Municipality.
- ee) **"Request for Proposal"** or **"RFP"** means a request for proposals from proponents for goods, services or construction and is generally based on providing a solution to objectives stated within applicable terms of reference. The request document must clearly state the evaluation criteria; price may not be the primary evaluation factor and subsequent award recommendation.
- ff) **"Request for Quotation"** or **"RFQ"** means a public request for quotation for the provision of goods, services or construction to the Municipality based on defined requirements and where a clear solution exists.
- gg) **"Request for Tender"** or **"RFT"** means a public request for tenders for the provision of goods, services or construction to the Municipality based on defined requirements and where a clear solution exists.
- hh) **"Services"** means intangible products that do not have a physical presence and includes professional services. No transfer of possession or ownership takes place when services are sold and they: 1) cannot be stored or transported; 2) are instantly perishable; and 3) come into existence at the time they are bought and consumed.
- ii) **"Single Source"** means the non-competitive procurement process to acquire goods and/or services from a specific supplier even though there may be more than one supplier capable of delivery of the same goods and/or services.
- jj) **"Sole Source"** means there is only one source of the goods and/or services that meets the requirements of the Municipality.
- kk) **"Special Circumstance"** means:
 - i. An event that is exceptional or could not be foreseen and is likely to pose a threat to the health, safety or welfare of the public;
 - ii. An event that, unless immediately addressed is likely to cause significant loss or damage to property;
 - iii. An event that has disrupted any essential service that needs to be re-established without delay; or
 - iv. An emergency.
- ll) **"Tender"** means an offer submitted to the Municipality in response to a formal request for the cost of providing goods, services or construction to the Municipality.

- mm) **"Tenderers"** means a person, agent, company or other entity that formally responds to a call for tenders by submitting a price to do the work or provide the product.

6. INTERPRETATION

- 6.1. Wherever this policy refers to a person or thing with reference to gender or the gender neutral, the intention is to read the policy with the gender applicable to the circumstances.
- 6.2. Schedule "A" – Purchasing Exemptions is incorporated into this policy.
- 6.3. Schedule "B" - Chart of Bid Irregularities is incorporated into this policy.
- 6.4. Schedule "C" - Purchasing and Execution Authority is incorporated into this policy.

7. RESPONSIBILITY & AUTHORITY

- 7.1. Every person who purchases goods and services shall exercise that authority in a responsible manner consistent with public purchasing practices and procedures and in accordance with the applicable laws of the Province of Ontario, the Government of Canada and the regulations made pursuant to this policy. All purchases must be approved by the Department Director or their designate.
- 7.2. The methods of purchasing outlined in this policy shall not apply to the purchase of those goods and services outlined in Schedule "A".
- 7.3. This provision provides authority for the purchase of goods and services outlined in Schedule "A" as long as the funding is available in the Budget.
- 7.4. The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts within Council's approved Budget.
- 7.5. Where goods and services are routinely purchased or leased on a multi-year basis, the exercise of authority to award a contract is subject to:
- a) The identification and availability of sufficient funds in appropriate accounts for the current year within Council approved Budgets;
 - b) Confirmation by the Director of Finance that the required funding can be reasonably expected to be made available in future years.
- 7.6. Expenditures are authorized by Council through adoption of the annual budget. Prior to budget adoption, departments are authorized to expend funds at the previous years' service levels.
- 7.7. The Department Director has the authority to award contracts in the circumstances specified in these policies provided that delegated authority is

exercised within the limits prescribed.

- 7.8. The Department Director is responsible for ensuring that all purchasing commitments represent good value for the Municipality and comply with all policies of the Municipality.
- 7.9. The Director of Finance shall monitor compliance with these policies and shall inform the Chief Administrative Officer when non-compliance has occurred.

8. ACCESSIBILITY

- 8.1. Pursuant to the *Accessibility for Ontarians with Disabilities Act, 2005*, as amended, in deciding to purchase goods or services, the Municipality will have regard for persons with disability. The Municipality is committed to accessibility principles and is taking steps to improve accessibility in accordance with the Act.
- 8.2. Suppliers and contractors providing service to the Municipality may, as required by the Accessibility for Ontarians with Disabilities Act or subsequent legislation, be required to sign a "Third Party Declaration" related to their training in accessibility requirements.

9. ADVERTISING OF PURCHASING OPPORTUNITIES

- 9.1. Purchases requiring a RFP or RFT shall, as a minimum, be advertised:
 - a) On the Municipality's website from the date that the Bid Solicitation is issued up to and including the date on which the Bid Solicitation closes; and/or
 - b) One time, at least seven (7) calendar days before the Bid Solicitation closes, in a local newspaper that has circulation within the Municipality.
- 9.2. Any person responsible for a purchase may advertise purchases for lesser amounts if he or she determines that it is in the Municipality's best interest.

10. CANCELLATION OF REQUEST FOR QUOTATION, PROPOSAL OR TENDER

A Department Director, with the concurrence of the CAO, may cancel a Request for Quotation, Proposal or Tender at any time up to contract award, and shall ensure that the confidentiality of any bid submitted is maintained in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, as amended.

11. REQUEST FOR PRE-QUALIFICATION OF ACCEPTABLE SUPPLIERS

- 11.1. The Municipality may conduct a Request for Pre-Qualification (RFPO) to develop a list of suppliers that may be eligible to submit a Bid on subsequent Bid Solicitations or to develop a roster of suppliers for professional services.

- 11.2. Pre-Qualification may be considered in the following circumstances:
- a) The work will require substantial project management by the Municipality and could result in substantial cost to the Municipality if the supplier is not appropriately experienced;
 - b) The goods and/or services to be purchased must meet national safety standards;
 - c) The work involves complex, multi-disciplinary activities, specialized expertise, equipment, materials or financial requirements;
 - d) Miscellaneous repairs and services as required by the Municipality such as plumbers, electricians, and drywall contractors;
 - e) There could be substantial impact on the Municipality's operations if the work is not satisfactorily performed the first time; or
 - f) Any other circumstances deemed appropriate by the CAO or Department Director.
- 11.3. An RFPQ shall be provided to the potential suppliers setting out the criteria for prequalification which may include, but are not limited to:
- a) Experience on similar work (firm and staff assigned);
 - b) References provided from other customers for similar work;
 - c) Verification of applicable licences and certificates;
 - d) Health and safety policies and staff training; and
 - e) Financial capability.
- 11.4. Supplier submissions will be evaluated and ranked and a short list of pre-qualified suppliers will be invited to participate in the second step of the two-step purchasing process being a Request for Proposal or a Request for Tender.
- 11.5. An RFPQ is not a legal offer but only an invitation for suppliers to make offers to the Municipality.

12. DIRECT PURCHASES

(Non-competitive) Purchases of \$0 to \$1000 (excluding HST)

- 12.1. To allow for procurement of lower value goods and services in an efficient and timely manner without seeking competitive pricing.
- 12.2. The Department Director and/or designate shall have authority to make purchases where the required goods or service can be specified, and are of a low value as stated above and may be acquired by direct purchase without formally seeking comparative bids, although informal comparative pricing is encouraged.
- 12.3. All disbursements shall be evidenced by invoices approved by the Department Director or designate.

13. LOWER VALUE PURCHASES

Verbal Quotations (informal pricing) – purchases of \$1,001 - \$2,500 (excluding HST)

- 13.1. The Department Director and/or designate shall have authority to make purchases to meet the requirements of the Municipality for the acquisition of goods, services or constructing having a value of \$1001 - \$2,500.
- 13.2. The user department shall obtain 3 quotations for the required item through vendor advertising, telephone, fax, catalogue, internet, or other means, where possible and practicable. The Department shall keep a record of such quotations.
- 13.3. Only purchases that can be demonstrated to have been made at Fair Market Value shall be made.
- 13.4. All disbursements shall be evidenced by invoices approved by the Department Director or designate.

14. MID-RANGE VALUE WRITTEN QUOTATIONS

Purchases between \$2,501 and \$10,000 (excluding HST)

- 14.1. Purchases estimated between \$2,501 and \$10,000 shall be handled by the Department Director, or designate, obtaining a minimum of 3 written quotes which shall be evaluated on price and the criteria outlined in the quote request.
- 14.2. Following the review of quotes, the Department shall complete the form "All budgeted Items over \$2,501" (Schedule "D") and submit the form (including a recommendation) to the Director of Finance and CAO for approval. The Department Director is hereby given designated signing authority to award and enter into the contract, provided that all terms of these policies have been complied with. No report to Council is necessary, provided that the proposed expenditure is included in the approved budget. The original documentation will be filed by department.
- 14.3. Quotes need not be obtained if the purchase qualifies for Single Source or Sole Source purchases.
- 14.4. All disbursements shall be evidenced by invoices approved by the Department Director or designate.

15. HIGH VALUE TENDERS

Purchases between \$10,001 and \$50,000 (excluding HST)

- 15.1. The Department Director shall prepare the prescribed form which shall include the following information:
 - a) The specifications for the goods and services required;
 - b) The name and address of the Municipality and person to whom the quotes should be directed;
 - c) The date and time of closing for the receiving of sealed tenders; and

d) Required delivery date.

- 15.2. Invitations to submit tenders shall be directed to a minimum of three suppliers (where possible). The Department Director or designate shall keep a list of suppliers who have been invited to quote with the objective of getting the best value for the Municipality.
- 15.3. Tenders received by the Municipality must be sealed, in writing and include specifications of products/services, supplier's company name, name of individual, date, amount and delivery date.
- 15.4. The winning bid shall be selected based on the best value to the Municipality. The Bidder acknowledges that the Municipality shall have the right to reject any, or all, tenders for any reason, or to accept any tender which the Municipality in its sole unfettered discretion deems most advantageous to itself. The lowest tender will not necessarily be accepted.
- 15.5. Any Bid irregularities shall be dealt with in accordance with Schedule "B".
- 15.6. If only one bid is received, the Municipality may exercise its right to cancel the call for tenders or may accept the bid, at its discretion.
- 15.7. Bids are opened in public by representatives from the department and treasury. Prices are disclosed unless protected under legislation. Members of the public attending the opening will record their name on a sign in sheet.
- 15.8. Following the opening of tenders and review of submissions, the Department shall complete the form "All budgeted Items over \$2,501" (Schedule "D") and submit the form (including its recommendation) to the Director of Finance and CAO for approval.
- 15.9. No report to Council is necessary provided that the expenditure is within budget, unless otherwise determined by the CAO.
- 15.10. Tenders shall remain confidential until after the date and time of closing.
- 15.11. All disbursements shall be evidenced by invoices approved by the Department Director or designate.
- 15.12. Appendix 1 includes a sample tender to be used as guidance when preparing a tender document. Department Directors must ensure that all relevant terms and conditions are set out in each RFP document.

16. HIGH VALUE REQUEST FOR TENDER

Purchases \$50,001 and over (excluding HST)

- 16.1. A Request for Tender shall be used for purchases exceeding \$50,001 where all the following criteria apply:
 - a) Two or more sources are considered capable of supplying the requirement;
 - b) The requirement is adequately defined to permit the evaluation of tenders

- against clearly stated criteria;
 - c) The market conditions are such that tenders can be submitted on a common pricing basis;
 - d) Sufficient funds are available and identified in appropriate accounts within Council approved budgets, except in an emergency situation;
 - e) Any Bid irregularities shall be dealt with in accordance with Schedule "B"; and
 - f) The provisions of this policy are complied with.
- 16.2. The Request for Tender becomes due a minimum of two (2) weeks subsequent of the advertisement date.
- 16.3. The Department shall prepare and publish the advertisement as outlined in this policy.
- 16.4. Tenders received by the Municipality must be sealed, in writing and include specifications of products/services, supplier's company name, name of individual, date, amount and delivery date.
- 16.5. If only one tender is received, the Municipality has the option of not opening the bid and closing the call for tender.
- 16.6. Tenders received are opened in the presence of the Department Director or designate, Director of Finance or designate as well as anyone from the general public. Members of the public attending the opening will record their name on a sign in sheet.
- 16.7. The winning bid shall be selected based on the best value to the Municipality. The Bidder acknowledges that the Municipality shall have the right to reject any, or all, tenders for any reason, or to accept any tender which the Municipality in its sole unfettered discretion deems most advantageous to itself. The lowest tender will not necessarily be accepted.
- 16.8. Following the opening of tenders and review of submissions, the Department shall complete the form "All budgeted Items over \$2,501" (Schedule "D") and submit the form (including its recommendation) to the Director of Finance and CAO for approval.
- 16.9. Tenders are reviewed by the applicable staff/consultant and a written report prepared and presented to Council recommending the award of the contract to the supplier meeting all mandatory requirements and providing best value as stipulated in the Request for Tender.
- 16.10. The contract will then be awarded by Council.
- 16.11. The Department Director is responsible for obtaining current insurance certificates, WSIB certificates, and performance bonds, as called for in the bid documents.
- 16.12. The original agreement shall be sent to the Clerk for filing with the minutes and bylaws of the Municipality.

16.13. The original performance bond and a copy of the agreement shall be sent to Treasury.

16.14. All disbursements shall be evidenced by invoices approved by the Department Director or designate.

16.15. Appendix 2 includes a sample tender to be used as guidance when preparing a tender document. Department Directors must ensure that all relevant terms and conditions are set out in each RFP document.

17. REQUEST FOR PROPOSAL

Purchases \$10,001 & over (may include the engagement of professional & consulting services and may be of any dollar value)

In certain instances, when the requirements for goods and/or services cannot be definitively specified, a Request for Proposal is used. An RFP is an invitation to enter into negotiations. The process involves solicitation of proposals from interested and qualified vendors or consultants, by invitation or advertisement. If and when the successful party is chosen, they have been granted the opportunity to negotiate with the Municipality for the work, but they have not yet been awarded the contract. An RFP is used in conjunction with strong evaluation criteria that includes but is not limited to price. An RFP must include wording such as "this is not a tender call", to avoid possible legal issues.

17.1. A request for proposals shall be issued where the goods, services or construction cannot be specifically defined and it is anticipated that bidders may propose a variety of alternatives to fulfill the Municipality's requirements.

17.2. All RFPs shall clearly set out evaluation criteria and weightings on a pre-determined point system upon which an award of the RFP may be made.

17.3. The RFP shall clearly indicate those needs which have been determined and which will have to be fulfilled by the successful proponent. For example, the proposal shall clearly state mandatory criteria that are project related and weighted criteria such as qualifications and the approach. The department Director or designate shall be responsible for establishing such criteria.

17.4. The RFP shall not be construed as a contract to purchase goods and services and the Municipality is not bound to accept the lowest price submitted. Price may not be the primary evaluation factor and subsequent award recommendation.

17.5. RFPs are not formally opened in public.

17.6. The Municipality reserves the right to reject any part of or all proposals.

17.7. The advertisement and approval processes will be subject to the limits and guidelines established in Sections 15 and 16, depending on the value of the RFP, along with the completion of the form "Proposal Ranking Sheet" (Schedule

"E").

- 17.8. Appendix 2 includes a sample RFP to be used as guidance when preparing a RFP document. Department Directors must ensure that all relevant terms and conditions are set out in each RFP document.

18. SPECIAL CIRCUMSTANCE PURCHASES

- 18.1. Purchases that are required to respond to a Special Circumstance, as defined in this Policy, shall be authorized in accordance with Schedule "C".
- 18.2. All such purchases must be reported to the Director of Finance and the CAO the following business day and all purchases must have written evidence of approval from the CAO.
- 18.3. Contracts required to effect Special Circumstance purchases shall be signed in accordance with the Document Execution Authorities set out in Schedule "C".
- 18.4. The CAO may enter into a contract for the provision of services under a qualifying special circumstance. Any contractual agreements must then be approved by Council at its next Council meeting.
- 18.5. Where an emergency exists requiring the immediate procurement of goods, services and construction, the CAO may authorize the purchase required by the most expedient and economical means.
- 18.6. During working hours the CAO shall be contacted to approve the applicable purchase.
- 18.7. After working hours, the Department Director or designate may arrange to make the applicable purchase and provide the relevant documentation and rationale in a timely manner for review by the CAO and the Director of Finance.
- 18.8. When such action is taken as outlined above, the CAO shall report such action to Council forthwith, if the amount is outside the budget allotment.

19. SINGLE SOURCE PURCHASES

19.1. SINGLE SOURCE PROCUREMENT

Purchase of goods or services and direct appointment of a consulting professional by negotiation with a single vendor or consultant may be permitted, if it is deemed in the best interest of the Municipality, and in the judgment of the Department Director any of the following conditions apply:

- a) The goods and services are in short supply due to market conditions.
- b) In the case of professional and consulting services, specialized expertise is required which is not available from more than one professional/consultant, or the issue is a continuation or recurrence of a previous issue.
- c) The sources of supply are restricted to the extent that there is not effective

price competition, or consideration of substitutes is precluded due to any of the following:

- i. Components or replacement parts for which there is no substitute;
 - ii. Compatibility with an existing product, facility or service is required;
 - iii. Specific standards are adopted by Council.
- d) There is documented evidence that the extension or reinstatement of an existing contract would prove most cost effective or beneficial.
 - e) The requisitioning department will require the written approval of the CAO and Director of Finance before proceeding.
 - f) Work is required at a location where a contractor or professional has already been secured through a tender process, with established unit prices by another party and it is considered to be beneficial and cost effective to extend the unit prices for the work to be completed for the Municipality.
 - g) The project is a multi-year contract.
 - h) Only one bid/proposal is received through the procurement process and it is impractical to recall the requirements of the call for quotations/proposals. After the process has closed, it may be necessary for discussion to occur to clarify and/or make revisions to the initially defined requirements of the call for quotations/ proposals.

19.2. SOLE SOURCE PROCUREMENT

Sole source procurement may be permitted if a specialized item/ service is required which is only available from one vendor. The requisitioning department will require the written approval of the CAO and Director of Finance before proceeding. All purchases shall be authorized in accordance with the Purchasing Authorities set out in Schedule "C" and all Contracts shall be signed in accordance with the Document Execution Authorities set out in Schedule "C".

19.3. NEGOTIATION METHOD

Notwithstanding that Negotiation may be a component of another procurement process, Negotiation may be used for the procurement of goods, services or construction when any of the following conditions exist:

- a) The required goods and/or services are in short supply;
- b) Competition is precluded due to the existence of any patent right, copyright, technical secret or control of raw material;
- c) A Sole Source is being recommended;
- d) Two (2) or more identical Bids are received;
- e) The Lowest Compliant Bid received meeting all specifications exceeds the Budget amount;
- f) The extension of an existing Contract would be more effective;
- g) Only one (1) Bid is received in response to a Bid Solicitation;
- h) The Bid Solicitation process has been cancelled without Award;
- i) A roster for professional services has been developed;
- j) There is Council authorization to do so.

All purchases shall be authorized in accordance with the Purchasing Authorities set out in Schedule "C" and all Contracts shall be signed in accordance with the Document Execution Authorities set out in Schedule "C".

20. ROSTER FOR PROFESSIONAL OR STANDING OFFER

- 20.1. A RFPO or RFEIO may be conducted for the purpose of developing a roster of qualified suppliers of Professional or Specialized Services for groups of projects requiring similar and particular expertise. While the use of a roster is strictly optional, the associated RFPO or RFEIO shall be conducted in accordance with this policy.
- 20.2. The Department Director shall define what relevant information or required expertise is needed.
- 20.3. The Department Director will prepare the RFPO or RFEIO, inviting interested suppliers to submit Bids outlining, among other things, their qualifications, availability, hourly rate, recent project experience, key personnel, and roles, and sufficient references satisfactory to the Department Director for work of a similar nature.
- 20.4. An evaluation team consisting of members of the requesting department shall analyze and evaluate the responses received using the criteria outlined in the RFPO or RFEIO to select a number of qualified suppliers of Professional or Specialized Services which shall be placed on a roster.
- 20.5. On subsequent projects, suppliers of Professional or Specialized Services may be selected from the roster to submit detailed proposals in response to a Bid Solicitation, in accordance with this policy. The requesting department shall invite suppliers on the roster to provide services, using best efforts to equally distribute opportunities amongst the suppliers on the roster.
- 20.6. Alternatively, a supplier may be selected from the roster to submit a Bid for Professional or Specialized Services, in accordance with the requirements for Single Source or Negotiated purchases.
- 20.7. Rosters shall be updated at least once every three (3) years.

21. PETTY CASH

- 21.1. Cash purchases (petty cash) may be used by departments in accordance with established procedures and where the value is less than \$50.00.
- 21.2. They are not to be split to achieve larger purchases.

22. CO-OPERATIVE PURCHASING

The Municipality may enter into arrangements with any government body, ministry, agency, board, corporation or authority on a co-operative or joint basis for purchases of goods and/or services where there are economic advantages in doing so and such purchases comply with this policy.

23. TENDER AND CONTRACT ADMINISTRATION

23.1. Define Needs

In order to minimize the risk of over-spending or other contingent liabilities, Department Directors shall clearly define expenditure requirements, project scope, and all terms and conditions, rights and obligations prior to requesting any procurement quotation and shall be satisfied that all terms are in the best interests of the Municipality before entering into an expenditure commitment.

23.2. Financial Securities and Insurance

1. The Municipality may require that a Bid be accompanied by a Bid Deposit or other similar security to guarantee that the successful supplier enters into a Contract with the Municipality.
2. In addition to the security referred to above, the successful supplier may also be required to provide:
 - a) A Performance Bond to guarantee the performance of the Contract;
 - b) A Labour and Materials Bond to guarantee the payment for labour and materials to be supplied in connection with a Contract; and/or
 - c) Such further security as the Department Director deems appropriate in the circumstances.
- d) Prior to the commencement of work, the supplier shall provide to the Municipality, proof of insurance in accordance with the Bid Solicitation, satisfactory to the Department Director.
- e) Failure to comply with all terms and conditions of a Bid Solicitation, including failure to provide proof of insurance as required, shall be just cause for cancellation of the Award.
- f) Prior to the Municipality issuing payment to a supplier and before any work commences, the supplier shall provide a Certificate of Clearance from the Workplace Safety and Insurance Board confirming all premiums or levies have been paid to the Board to date.

23.3. Bid Irregularities

The process for administering irregularities contained in Bids pertaining to all Bid Solicitations shall be as set out in Schedule "B".

23.4. Form of Contract

1. A formal written agreement satisfactory to the CAO or Director of Finance shall be used when the resulting Contract is complex.
2. It shall be the responsibility of the Department Director, in consultation with the CAO or Director of Finance, to determine if it is in the best interest of the Municipality to establish a formal written agreement with the supplier.

3. All formal written agreements must be approved by Council.

23.5. Supplier Performance

1. The Department Director, or designate, shall monitor and document the performance of suppliers providing goods and/or services to that department. The Department Director, Director of Finance and CAO shall be notified in writing when the performance of a supplier has been unsatisfactory.
2. The Municipality may, in its sole discretion, disqualify a supplier from bidding on any Bid Solicitation or reject a Bid if a supplier:
 - a) Has, at any time, threatened, commenced or engaged in legal claims or litigation against the Municipality;
 - b) Is involved in a claim or litigation initiated by the Municipality;
 - c) Previously provided goods and/or services to the Municipality in an unsatisfactory manner;
 - d) Has failed to satisfy an outstanding debt to the Municipality;
 - e) Has a history of illegitimate, frivolous, unreasonable or invalid claims;
 - f) Provides incomplete, unrepresentative references or receives unsatisfactory external and/or internal references in a reference check undertaken by the Municipality; or
 - g) Has engaged in conduct that leads the Municipality to determine that it would not be in the Municipality's best interests to accept the Bid.

23.6. Submission of Tenders, and Proposals

Sealed tenders or proposals, clearly marked as to contents, shall be accepted. Tenders or proposals by facsimile or in electronic form will not be accepted.

23.7. Environmentally Sound Acquisitions

Departments will, when possible, 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.

23.8. Contract Execution

Successful bidder(s)/proponent(s) who are required to execute a contract agreement with the Municipality shall provide the following items for performance of a contract:

- a) Contract security;
- b) Proof of insurance;
- c) Certificate of Workplace Safety and Insurance Board (WSIB) compliance;
- d) Policy and Procedures related to Health & Safety;
- e) Signed Third Party Declaration of and supporting documentation that the supplier received AODA training;
- f) Project schedule;
- g) Accrediting credentials; and

- h) Any other relevant documentation as may be warranted and requested at the discretion of Council, the CAO or the Department Director.

The Department Director shall select the appropriate means to guarantee execution and performance of the contract. Means may include one or more of, but are not limited to, financial bonds or other forms of security deposits, provisions for liquidated damages, progress payments, and holdbacks.

23.9. Exercise of Contract Renewal Options

1. Where a contract contains an option for renewal, the Council may authorize the Department Director to exercise such option provided that:
 - a) The supplier's performance in supplying the goods, services or construction is considered to have met the requirements of the contract;
 - b) Council and the Department Director agree that the exercise of the option is in the best interest of the Municipality; and
 - c) Funds are available in appropriate accounts within Council approved budget including authorized revisions to meet the proposed expenditure.

The request to Council to exercise the contract renewal options shall include a written explanation as to why the renewal is in the best interest of the Municipality, including comments on the market situation and trends, and the report shall be approved by resolution of Council.

23.10. Contract Amendments and Revisions

1. No amendment or revision to a contract shall be made unless the amendment is in the best interest of the Municipality.
2. No amendment that changes the price of a contract shall be agreed to without a corresponding change in requirement or scope of work.
3. Amendments to contracts are subject to the identification and availability of sufficient funds in appropriate accounts within Council's approved Budget including authorized revisions, approved by resolution of Council.

24. LEASE CONTRACTS

In general, rental or leasing arrangements will be considered when the cost of purchase of the goods or service cannot be reasonably justified and the goods or services are legitimately required to meet an operational need.

- 24.1. Lease/rental contracts will be negotiated by the Department Director, in consultation with the CAO and Director of Finance.
- 24.2. The lease/rental contract will require the written approval of the CAO and Director of Finance.
- 24.3. All financing leases must comply with the *Municipal Act 2001*.

- 24.4. A report to Council will generally be required, unless the term is one year or less and the value is less than \$50,000. The report shall include a description of the product or service, the value of the product or service, term of lease, monthly and annual lease payments, residual amount, interest costs and a comparison of lease/purchase options and shall include a recommendation by the Department Director, Director of Finance and CAO.
- 24.5. Any analysis of lease/rental or buy options, whether prepared at the time of proposed procurement or during any review of operational needs or long term planning exercise, must be submitted to the Director of Finance and CAO for review and recommendation prior to going forward to Council or any committee of Council.
- 24.6. A copy of all rental and lease documents must be forwarded to the Director of Finance after finalization and the original documents must be sent to the Clerk.

25. TERM OF COUNCIL

Where a contract may extend beyond the term of the Council, the contract may contain provisions to minimize the financial liability of the Municipality should the subsequent Council not approve sufficient funds to complete the contract and the contract must be terminated by the Municipality.

26. ACCESS TO INFORMATION

- 26.1. The disclosure of information received relevant to the issue of bid solicitations or the award of contracts shall be made by the appropriate officers in accordance with the provisions of *the Municipal Freedom of Information and Protection of Privacy Act*, as amended.
- 26.2. All suppliers who contract with the Municipality shall adhere to or exceed the standards set in the *Municipal Freedom of Information and Protection of Privacy Act* 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 Municipality as relate to the confidential and secure treatment, including collection, use, disclosure or retention of personal information, other confidential information of the Municipality, and all records thereof which they come into contact with in the course of performing services or providing goods to the Municipality.

27. PROVIDING ASSISTANCE

The CAO has the authority, provided there is no adverse impact upon the operations of the Municipality, to lend, lease, rent or otherwise provide any vehicle, equipment or other goods owned by the Municipality to any federal, provincial, or municipal body, ministry, agency, board, corporation or other public authority when such action is reasonably justified due to unforeseen conditions and shall report such action to Council forthwith.

28. CONFLICT OF INTEREST

- 28.1. Personal purchases shall not be made for any elected or appointed officials, members of a board or commission, or for Municipality officers, employees or their families.
- 28.2. Every elected official, appointed officer, employee of the Municipality or member of an employee's family is expressly prohibited from accepting, directly or indirectly, from any person, company, firm or corporation to which any Contract is, or might be awarded, any rebate, gift or money, except:
 - a) Gifts of a very small intrinsic value; or
 - b) Moderate hospitality during normal course of business that would not significantly exceed what the Municipality, through its Budget would likely provide in return and would not be perceived by others as influencing the making of a business decision.
- 28.3. All elected officials, officers or employees of the Municipality shall declare any Conflicts of Interest to the Director of Finance and shall have no involvement in a purchasing process where a real or perceived Conflict of Interest has been found or deemed to exist, including but not limited to:
 - a) Requesting the goods and/or services, setting the parameters of the Purchase, evaluating Bids or recommending, deciding or making Awards;
 - b) Direct contact with those making those purchasing decisions.
- 28.4. 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.

SCHEDULE A – Purchasing Exemptions

The purchasing methods described in this policy do not apply to the following goods and services:

1. Petty Cash items
2. Training & Education
 - a) registration/tuition fees for conferences, conventions, courses & seminars
 - b) magazines, books and periodical unless the purchase of such items are subject to value-added services
 - c) memberships
3. Refundable employee/councillor expenses
 - a) advances
 - b) meal allowances
 - c) travel and entertainment
 - d) miscellaneous – non travel
4. Employer's general expenses
 - a) payroll deductions remittances
 - b) medical
 - c) licenses, (vehicles, etc.)
 - d) debenture payments
 - e) grants
 - f) tax remittances
 - g) damage claims
 - h) payments for employment
5. Professional Services
 - a) Committee fees
 - b) medical and laboratory services
 - c) fees for professional legal or expert services
 - d) funeral and burial expenses
 - e) appraiser fees
 - f) witness fees
 - g) honorariums
 - h) advertising
6. Ongoing maintenance and software licencing agreements for equipment such as computer hardware/software, telecommunications equipment, elevators, and HVAC equipment.
7. Banking Services & Charges
8. Utilities (monthly charges)
 - a) water and sewer
 - b) electricity
 - c) gas
 - d) communication infrastructure services (Bell, Cogeco, etc.)
 - e) utility relocations
 - f) construction work completed by railways on Municipal property and billed to the Municipality.

SCHEDULE B - Chart of Bid Irregularities

Irregularity	Response
Late Bids	Automatic rejection
Unsealed Envelope	Automatic rejection
No bid deposit, uncertified cheque, or financial security not an original	Automatic rejection
Amount of Financial Security is insufficient	Automatic rejection (if expressed as a percentage of the total bid sum and the insufficiency is trivial or insignificant, rejection is not required)
Name, or signature of supplier, or bonding company is missing or incomplete	Automatic rejection
Failure to provide a letter of agreement to bond (if applicable)	Automatic rejection
Bids completed in erasable medium	Automatic rejection
Signature of representative authorized to bind the supplier missing or incomplete on the document	Automatic rejection or if electronic signature, 2 days to obtain original signature
Form of Proposal or Quotation missing or incomplete	Two (2) working days to correct to the satisfaction of department, otherwise automatic rejection
Signature of witness, if required, missing or incomplete	Two (2) working days to correct otherwise automatic rejection
Date of Bid missing or incomplete	Two (2) working days to correct, otherwise automatic rejection (or automatic rejection if stated in the Bid Solicitation)
Bids received on documents other than those provided or specified by the Municipality	Automatic rejection.

Irregularity	Response
Bids containing minor obvious clerical errors or mathematical errors	Two (2) working days to initial the correction as made by the Municipality. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Municipality reserves the right to waive initialing and accept Bid as corrected.
Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed)	Two (2) working days to correct to the satisfaction of the Municipality, otherwise automatic rejection.
Bids, in which all necessary Addenda have not been acknowledged	Two (2) working days to confirm Bid to the satisfaction of the Municipality, or if stated in the Bid Solicitation automatic rejection.
Failure to attend mandatory site visit (if required)	Automatic rejection.

Working days start from the hour the Bidder is notified by Municipality staff of the irregularity.

SCHEDULE "C" – Purchasing & Execution Authority

Method of Purchasing	Dollar Value	Purchasing Authority	Document Execution Authority	Type of Agreement with Supplier
Direct Purchase <ul style="list-style-type: none"> Non-competitive purchases of \$0 to \$1,000 	0- \$1000	Dept. Rep. - any employee authorized by the CAO or Dept. Director	Dept. Director or Designate	Cash, credit card or purchasing card
Low Value Purchase <ul style="list-style-type: none"> 3 verbal or written quotations for goods and services 	\$1001 to \$2,500	Department Director or Designate	Department Director or Designate	Legally executed agreement
Mid-Range Value Written Quotation <ul style="list-style-type: none"> obtaining a minimum of 3 written quotations for goods and services 	\$2,501 to \$10,000	Department Director or Designate	Department Director	Legally executed agreement
High Value Tender or RFP <ul style="list-style-type: none"> formal bid solicitation to obtain quotations from at least 3 suppliers 	\$10,001 to \$50,000	Council through budget approval	Department Director, CAO or Council	Legally executed agreement
High Value Tender or RFP	\$50,001 and over	Council through budget approval	Council	Legally executed agreement
Special Circumstances	N/A	Council	Department Director, CAO or Council	Legally executed agreement



SCHEDULE D – All Budgeted Items Over \$2,501

Tender/Quote Number:	Issue Date:	Closing Date:	Opening Date:
----------------------	-------------	---------------	---------------

* Tenders/Quotes must be placed on comparable basis with respect to freight, taxes, etc., attach separate sheet to show analysis, if applicable.

Tender/Quote Requested By:								
Tender/Quote Requirements:								
Company Name/Address	Date & Time	Tender Amount	Staff Initials		Tendered Amount	Staff Initials		Rank
1.								
2.								
3.								
4.								
Remarks (include details of any submission disqualified and reasons):								

Recommendation

Recommend Tender/Quote from:	Within Budgeted Amount? Yes No
Send Tender/Quote for further analysis:	Department:
Other (describe):	G.L. #:
Recommended by (signature):	Date:

Further Analysis

Recommendation:	
Signature:	Date:

Approval*

Signature of C.A.O.:	Date:
Signature of Treasurer:	Date:

*Purchases over \$50,001 require Council approval

SCHEDULE E – Proposal Ranking Sheet

1. Background

[Include a brief description, context, scope, and objectives of the services]

2. The Selection Process

[Describe briefly the selection process, beginning with the advertising (if required), the establishment of the shortlist, expressions of interest, and withdrawals of firms before proposal submissions]

3. Technical Evaluation

[Describe briefly the meetings and actions taken by the evaluation committee: formation of a technical evaluation team, outside assistance, evaluation guidelines, justification of criteria and associated weightings]

4. Results

[Present results of the technical evaluation: scores and the award recommendation]

Highlight strengths and weaknesses of each proposal (most important part of the report):

Strengths: I.e. Experience in very similar projects, quality of the methodology, proving a clear understanding of the scope etc.

Weaknesses: I.e. Lack of experience including lack of practical experience (experience in studies rather than in implementation), lack of staff experience compared to the firm's experience, lack of responsiveness etc.

Proposal Number:		
Proponent Name:		
Total Score:		
Comments:		
Strengths:		
Weaknesses:		
Scoring: *	Criteria 1:	Score:
	Criteria 2:	Score:
	Criteria 3:	Score:

Proposal Number:		
Proponent Name:		
Total Score:		
Comments:		
Strengths:		
Weaknesses:		
Scoring: *	Criteria 1:	Score:
	Criteria 2:	Score:
	Criteria 3:	Score:

Proposal Number:		
Proponent Name:		
Total Score:		
Comments:		
Strengths:		
Weaknesses:		
Scoring: *	Criteria 1:	Score:
	Criteria 2:	Score:
	Criteria 3:	Score:

***Sample Scoring Chart** – noting that this example is for a simple evaluation and more complex projects would require a more in depth weighted scoring chart

0	1	2	3	4	5
No Submission	Unsatisfactory	Marginal	Satisfactory	Very Good	Excellent
<i>Does not respond to the requirement</i>	<i>Does not meet most of the requirements</i>	<i>Meets most of the requirements but does not clearly demonstrate abilities</i>	<i>Meets all of the minimum requirements</i>	<i>Exceeds all of the requirements and clearly demonstrates abilities</i>	<i>Exceeds all of the requirements and has clearly demonstrated superior abilities.</i>

Appendix 1 – Sample Tender Document

Vendor: Address: Fax: Telephone: Attn:	Request for Tender/Quotation No:	Page
	NGxx-xx	x of x
	Return Quote to:	
	Municipality of North Grenville	
Tender Opening Location:		
285 County Rd. #44, PO Box 130 Kemptville, ON K0G 1J0		

Buyers Name:	Buyers Phone #	FOB
<name> for the Municipality of North Grenville	613-258-9569 ext. xxx	N/A
Payment Terms	Date Issued	
30 days	xx	
Freight Terms	Tender/Quote VIA	Confirm to/Telephone
N/A	Sealed Quote	613-258-9569
	Closing Date/Time	Quote Effective Date
	xx at xx:00xm	60 Days

Item	Qty	Unit	Description	Delivery Date	Unit Price	Total
1						
Bidder to complete fill-in areas below this line						Sub-Total \$
						Delivery Charge \$
Warranty						
All or Part to be subcontracted <input type="checkbox"/> Yes <input type="checkbox"/> No			Payment Terms			HST \$
I have read and agree to comply with the terms and conditions of this Tender/Quotation			Company Representative's Name (Print)			Grand Total \$
			Phone #			
			Signature and Title of Authorized Company Official			
			Date			

Instructions for Tenders/Quotations

- I. *A Municipality of North Grenville return envelope is provided which should be used to submit a response to the Request for Tender if, due to bulk, the tender and supporting documents cannot be contained in the envelope, the entire submission can be packaged in plain paper and the tender return envelope affixed to the top of the package.*
- II. *Carefully read all terms and conditions printed below, plus any supplementary terms and conditions which may be attached*
- III. *A completed Quotation/Tender must be received at the designated location prior to closing date and time to be considered valid.*
- IV. *Late Tender submissions will be returned unopened.*
- V. *The successful bidder will be notified by the Municipality by means of a purchase order or other agreement applicable to the requirements being tendered.*
- VI. *If you do not wish to bid on this tender, please complete and return the "Notice of No Bid" in the tender return envelope provided.*

General Terms and Conditions

1. Validity of Quotation/Tender

To be considered valid, this Quotation/Tender must be completed, legible and signed (in ink) and be submitted on the forms provided. If lengthy description is necessary, attach separate sheet(s) which will be considered part of the Quotation/Tender. Any attachments must be listed on the main Quotation/Tender document. Any erasure, overwriting or strikeovers must be initialled by the person signing for the bid.

2. Acceptance, Revocation and Rejection of Quotation or Tender

The Bidder agrees that the bid is a firm bid to supply requirements specified in this document at the quoted process, and on the terms and conditions herein contained, which offer may be accepted by the Municipality or its designated officials in whole or in part, as specified. Late Quotations/Tenders will be rejected and returned unopened. Should a Bidder wish to alter after the bid, amendments will be accepted until the designated time of bid closure.

3. Alternatives

Brands are to be as specified or an equivalent approved by the Municipality. When submitting bids on alternatives, supporting literature should accompany your submission wherever possible.

4. The Lowest or any Quotation/Tender not necessarily accepted

- a. The Bidder acknowledges that the Municipality shall have the right to reject any, or all, Quotation/Tenders for any reason, or to accept any Quotation/Tender which the Municipality in its *sole unfettered discretion* deems most advantageous to itself. The lowest, or any, Quotation/Tender will not necessarily be accepted and the Municipality shall have the *unfettered* right to:
 - i. Accept a non-compliant Quotation/Tender
 - ii. Accept a Quotation/Tender which is not the lowest Quotation/Tender; and
 - iii. Reject a Quotation/Tender that is the lowest Quotation/Tender even if it is the only Quotation/Tender received.
- b. The Municipality reserves the right to consider, during the evaluation of Quotation/Tenders;
 - i. information provided in the Quotation/Tender document itself;
 - ii. information provided in response to enquiries of credit and industry references set out in the Quotation/Tender;

- iii. information received in response to enquiries made by the Municipality of third parties apart from those disclosed in the Quotation/Tender 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 compliance of the Bidder with the Municipality's requirements and specifications; and
 - vii. innovative approaches proposed by the Bidder in the Quotation/Tender.
- c. The Bidder acknowledges that the Municipality may rely upon the criteria which the Municipality deems relevant, even though such criteria may not have been disclosed to the Bidder. By submitting a Quotation/Tender, 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 Quotation/Tender submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

5. Price

Prices quoted by the Bidder shall include packing, packaging, delivery, unloading and installation charges, where applicable, unless otherwise specified in the Quotation and shall remain unchanged during the period stipulated in the Quotation.

6. Packaging

All goods shall be packaged in standard commercial packages and/or cartons unless otherwise specified and shall be accompanied by a packing slip. All shipping containers shall carry the names of the item, size or weight, quantity, the name of the vendor, purchase offer number, tagging and shipping instructions specified.

7. Harmonized Sales Tax

Bidders must include the Harmonized Sales Tax (HST) in their bid

8. Unit Price

All unit prices must be clearly indicated and must be extended and totalled. In the event of any conflict between unit prices and the total sum, the unit prices will be used in evaluating the bid.

9. Cash Discounts

Cash discounts offered for expeditious payment of invoices, if applicable, shall be quoted separately and the time will be measured from the date of which the goods and services are delivered, whichever is the later date.

10. Electrical Equipment

All electrically operated equipment quoted or tendered must be C.S.A and/or Ontario Hydro approved and bear label.

11. Legal Responsible

The Bidder shall indemnify and save harmless the Corporation of the Municipality of North Grenville against all claims, actions, suits and proceeding for the infringement of any patent based upon the use of any inventions protected by such patent or for royalties or other payments which may be payable in conjunction with carrying out the work and in respect of the use of disposal by the Municipality or articles and supplies, furnished pursuant to a contract

All contractors, subcontractors and suppliers to the Municipality shall comply with all legislation and regulations which may be applicable to this Quotation/Tender

12. Delivery Conditions

Unless otherwise stated in the "Request for Quotation/Tender", all goods ordered in quantities specified from time to time shall be delivered to the specified destination in the Province of Ontario, in good order and free from any extra expense to the Municipality. Unless otherwise specified, all deliveries shall be made on a normal working day. The tenderer shall ensure strict adherence to any specified delivery schedule.

13. Quality Control

Authorized representatives of the Municipality of North Grenville shall during normal working hours, have access to the Bidders plant and premises where any part of the work is being carried out.

The Bidder shall provide assistance, test pieces and samples to carry out any requested inspections and/or appropriate tests of goods or materials.

Representative samples of the goods delivered shall be inspected by the consignee. In the event that the goods supplied do not conform to specifications, they shall be rejected and returned to the bidder, at the bidder's expense.

If latent defects are discovered after the goods have been accepted, such goods will then be rejected and the Bidder shall replace the defective goods at the Bidder's expense. Rejected goods will be returned to the Bidder, transportation charges 'collect'. The Bidder shall replace rejected goods within a reasonable period not usually exceeding fifteen (15) working days.

14. Supplementary Terms and Conditions

Any articles hereinafter have been numbered as supplementary to the respective articles of the general policies.

- ☐ These supplementary policies shall, where used, govern over the general policies.

Supplementary policies attached.

Note: Receipt of this completed form will assist us in calling for future bids.
Please complete and submit this form prior to the closing date and time
as shown on the Request for Quotation/Tender form.

Notice of No Bid

Quotation/Tender No:
NGxx-xx

A Quotation/Tender is not being submitted for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods or services | <input type="checkbox"/> We are unable to competitively quote/tender at this time |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> Specifications are not sufficiently defined | <input type="checkbox"/> We do not have facilities to handle this requirement |
| <input type="checkbox"/> Insufficient information to prepare quotation/tender | <input type="checkbox"/> Cannot quote/tender a firm price at this time |
| <input type="checkbox"/> Quantity too small | <input type="checkbox"/> Insufficient time to prepare quotation/tender |
| <input type="checkbox"/> Quantity too large | <input type="checkbox"/> Licensing restrictions (please explain below) |
| <input type="checkbox"/> Quantity beyond our production capacity | |
| <input type="checkbox"/> Cannot meet packaging requirements | <input type="checkbox"/> Agreements with distributors and/or dealers do not permit us to sell directly |
| <input type="checkbox"/> Cannot handle due to present plant loading | |
| <input type="checkbox"/> Cannot obtain raw materials in time to meet delivery requirements | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

I/We wish to quote/tender on similar good/services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title		Date:
	Firm Name		
	Address		
	City		
	Province	Postal Code	

Appendix B – Sample RFP Document



REQUEST FOR PROPOSAL

<Project Name>

Issued on:

<Date>

Requested by:

The Municipality of North Grenville
285 County Road 44
P.O. Box 130
Kemptville, Ontario
K0G 1J0

Attention:

<Name>

Closing Date and Time:

<#> complete copies of each proposal must be received by:

<Time>local time on

<Date>

TABLE OF CONTENTS

1.0	INSTRUCTIONS TO PROPONENTS	5
1.1	Invitation	5
1.2	Charge for Documents	5
1.3	Costs Incurred by Proponents	5
1.4	Acceptance of Terms	5
1.5	Insurance	5
1.6	Clarification	5
2.0	Terms of Payment	6
2.1	Proposal Validity	6
2.2	Follow-On Contracts	6
3.0	TERMS OF REFERENCE	6
3.1	Background	6
3.2	Plan Objectives	6
3.3	Scope of Work	7
3.4	Assumptions	7
3.5	Public Consultation	7
3.6	Project Reporting	7
3.7	Deliverables	7
3.8	Background Documents Provided	7
3.9	Summary of Key Dates for Proposal	8
4.0	EVALUATION CRITERIA	8
4.1	Basis of Selection	8
4.2	Selection Criteria	8
4.3	Qualifications and Experience of Company	9
4.4	Qualifications and Recent Relevant Experience of Project Team	9

4.5	Understanding of Objectives.....	9
4.6	Quality Approach and Methodology	9
4.7	Proposed Work Plan and Schedule.....	9
4.8	Fees.....	10
4.9	Consultant Interviews.....	10
5.0	SPECIAL TERMS AND CONDITIONS.....	10

INTRODUCTION

The Municipality of North Grenville (the Municipality) is an urban/rural municipality located adjacent to the southern border of the City of Ottawa. As one of the fastest growing municipalities in Eastern Ontario, North Grenville is committed to providing a broad range of amenities and services to its residents and visitors alike.

The urban serviced area (formerly the Town of Kemptville) currently serves a population of approximately 5,000. It is strategically located 30 minutes from downtown Ottawa, the Nation's Capital, along Highway 416, with easy access to Highways 417 and 401. The Municipality has experienced strong growth in recent years and has projected a population build out of 15,150 by the year 2034 within the urban serviced area.

The Municipality is responsible for the provision of a wide range of services including fire protection, by-law enforcement, emergency management, parks, recreation, cemeteries, local roads and bridges, snow removal, drainage, land-use planning, economic development, libraries, sewer and water services to the urban serviced area, and general municipal governance and administration. The operating and capital budgets for the Municipality for <year> are <\$X> million and <\$X> respectively.

<This paragraph of the Request for Proposal (RFP) should provide a high level description of what the request for proposal is for and the purpose of the requirement>.

Consultants wishing to submit an **<RFP for (name of project)>** are to provide **<enter number of copies>** of their proposal in a sealed package clearly identified as to the contents and addressed to:

The Municipality of North Grenville
285 County Road 44
Box 130
Kemptville, Ontario
K0G 1J0

Attention: <name>

Director of <enter department name>

A full description of the project and scope of work is set out herein.

1.0 INSTRUCTIONS TO PROPONENTS

1.1 Invitation

The Municipality of North Grenville is seeking proposals from qualified consulting firms to provide professional services to <describe the services needed>.

The Municipality requires that the Project be completed prior to <enter date>.

Consultants are to provide <#> copies of their proposal in a sealed package, clearly identified as to the contents and addressed to:

The Municipality of North Grenville
285 County Road 44
Box 130
Kemptville, Ontario
K0G 1J0

Attention: <Name>

Director of <enter department name>

Proposals must be received at this location **NO LATER THAN** <enter time> LOCAL TIME on **<enter date>**.

Proposals received after the above due date and time will not be considered and will be returned unopened to the Consultant. Fax or electronic submissions will **not** be accepted.

1.2 Charge for Documents

All documents, including background information, will be provided at no cost. Refer to section 3.8 for a list of background documents to be available to the successful consultant.

1.3 Costs Incurred by Proponents

All expenses incurred in the preparation and submission of proposals shall be borne by the Consultant. No payment will be made for any proposals received, or for any other effort required of or made by the Consultant prior to the commencement of work defined by the proposal approved by the Municipality.

1.4 Acceptance of Terms

All those who submit a proposal represent that they have read, completely understand, and accept the terms and conditions of this Request for Proposal (RFP) in full.

1.5 Insurance

<If insurance is required, outline the details of required amounts and policies.>

1.6 Clarification

All inquiries regarding this RFP are to be directed to the individual identified below. Inquiries must be received in writing or email no later than <enter date>. All inquiries received and the

responses provided will be sent by the Municipality to all Consultants by way of written addendum(s), no later than <enter date>, without naming the source of the inquiry.

The Municipality of North Grenville
285 County Road 44
Box 130
Kemptonville, Ontario
K0G 1J0

Attention: <enter name>
<enter position/title>
<enter email address>

2.0 Terms of Payment

The successful Consultant shall be reimbursed on a monthly basis for actual work completed and time spent on the project. Monthly invoices are to include supporting documentation for all disbursements. Disbursements will be paid at cost.

Invoices submitted by the Consultant shall include the project title, a description of the work completed and a billing summary. This summary shall include the tasks set forth in the financial submission and shall indicate the budgeted cost, percentage invoiced to date and a total of these amounts for each task.

2.1 Proposal Validity

Proposals shall remain valid and open for acceptance by the Municipality for a period of sixty days (60) calendar days following the deadline for receipt of proposals.

2.2 Follow-On Contracts

The Municipality reserves the right to award subsequent phases of the project to the successful proponent, and fees for any follow-on contracts shall be based on the same unit or per diem rates proposed under this RFP, unless negotiated and approved otherwise.

The Municipality also reserves the right to request competitive proposals for subsequent phases of the project if deemed to be in the best interests of the Municipality of North Grenville.

3.0 TERMS OF REFERENCE

3.1 Background

<This section should contain background information such as a description of services we currently provide and what is needed, or a brief description of request and how it ties to the Municipality.>

3.2 Plan Objectives

<This section should outline the areas to be addressed in the RFP. It should provide the purpose and description of the project or work to be performed. In order for companies to submit accurate proposals, they need the details of exactly what work needs to be performed and the purpose of the work. The purpose of the work is important because sometimes bidders may be

able to provide different but more effective solutions. You could say, for example, "Areas to be addressed in this Plan will include policies and procedures related to, but not limited to the following: >

- 1.
- 2.
- 3.

3.3 Scope of Work

<While the plan objectives provides bidders with general information about the project, this part of the Request for Proposal should include details of what exactly is required for the project. In addition to the description of the project, this section should detail any additional work required to achieve the desired result (i.e. research, coding, etc.).>

3.4 Assumptions

<If any assumptions need to be acknowledged, they should be listed here. For example, "It is important that the Plan acknowledges certain assumptions which the Municipality holds to be true:"

1. Financial risk to the Municipality be minimized;
2. The Municipality shall become more effective and efficient in the provision of services to the community;
3. The Municipality will continue to be one of the fastest growing communities in Eastern Ontario.>

3.5 Public Consultation

<The consultant is expected to prepare a strategy on how to communicate with the public, as well as senior staff and Council. This section describes how they need to go about it. For example, do you want a public meeting, or a targeted social media campaign etc.>

3.6 Project Reporting

<This section outlines who the Consultant shall report to, and who their day-to-day Municipal contact will be. It also needs to state that "Council shall be the approval authority for the Plan".

This paragraph describes how many copies of the finished project will be required, and shall state "In addition, one (1) digital copy of all documentation, in MS Word or PDF shall be provided. All printed material must be reproducible".>

3.7 Deliverables

<Describe any deliverable that must be provided. For example, training for Municipal Staff, or provincial regulations that must be met or exceeded.>

3.8 Background Documents Provided

<The following documents will be made available following the awarding of the contract:

1. In number form, outline all documents to be provided.>

3.9 Summary of Key Dates for Proposal

Distribution of RFP	<enter date>
Submission of proposal	<enter date>
Consultant Clarification Question Submission	<enter date>
NG Clarification Answer Distribution	<enter date>
Consultant interview (if necessary)	<enter date>
Anticipated award of assignment (at the latest)	<enter date>

4.0 EVALUATION CRITERIA

The successful firm will possess the requisite technical skills to deal with the complex matters to be addressed in the scope of work and will be required to work directly with Municipal staff, the project manager, the public, agencies and stakeholders in a professional manner.

To achieve this, the Municipality is interested in a firm, which in addition to sound technical qualifications, exhibits such skills as timeliness, diplomacy, tact, strong communication ability (both written and verbal) and an understanding of the municipal culture.

The Consultant Project Team member(s) must demonstrate:

- <list the skills they must demonstrate>
- <list the skills they must demonstrate>
- <list the skills they must demonstrate>

4.1 Basis of Selection

The Municipality intends to recommend the appointment of the Consultant on the basis of best overall value, based upon a review of the technical and fee proposal, and the consultant interview. The Consultant appointment is subject to approval by the Municipality in accordance with the provisions of the Procurement By-Law.

4.2 Selection Criteria

A total of 100 points will be allocated to each proposal, as follows:

Category	Available Points
<i>Technical:</i>	
Qualifications and Experience of Company	10
Qualifications and Relevant Experience of Project Team	20
Understanding of Objectives	10
Quality of Approach and Methodology	20
Proposed Work Plan and Schedule	20
Sub-total	80
<i>Financial:</i>	
Fees and disbursements (including sub-consultants)	20
Total	100

Financial points will only be awarded to submissions that have achieved a minimum score of 60 out of 80 points on the technical evaluation criteria. Proposals that do not meet this minimum score will be deemed non-compliant and will be given no further consideration.

Technical proposals scoring 60 points or higher will be evaluated financially, on the following basis:

The lowest cost submitted will be awarded 20 points, and the other cost proposals will be awarded points based upon the ratio of the cost submitted to the highest cost submitted, e.g.:

$$\text{Points} = 20 \times \left(1 - \frac{\text{Proposal cost} - \text{Lowest}}{\text{Highest} - \text{Lowest}} \right)$$

Up to three (3) of the highest rated proposals may be invited by the Municipality to attend an interview to present and discuss their proposal. Interview details and evaluation criteria will be provided at the time of notification of request to attend an interview.

4.3 Qualifications and Experience of Company

Provide a brief company profile and recent relevant experience. Provide three (3) similar projects completed by your firm in <subject matter at hand>, including as a minimum, one (1) project completed in the last five (5) years. Provide client references for each project.

4.4 Qualifications and Recent Relevant Experience of Project Team

Provide the qualifications, recent relevant experience and responsibility of each member of the project team (Project Manager, key team members, sub-consultants and other staff), clearly stating the employment history of the Project Manager and key team members, years with current firm and work location. Resumes should be included in an appendix.

4.5 Understanding of Objectives

Describe your understanding of the assignment, including overall scope and objectives, noting any particular issues that may require specific attention.

4.6 Quality Approach and Methodology

Describe the approach and methodology to be followed in completing all aspects of the assignment in order to achieve the stated project objectives.

4.7 Proposed Work Plan and Schedule

Provide a work plan and schedule in the form of a Gantt chart to illustrate the breakdown of the major tasks and the level of effort of the individual team members in sufficient detail to allow a complete understanding as to how and by whom the work is to be carried out.

The Consultant shall allow a minimum of <#> week(s) for the review of draft Plan and <#> week(s) for the review and acceptance of final Plan. The Consultant will be required to make a presentation to Council on the final study and recommendations.

The Consultant shall outline the measures that it has in place to ensure the project delivery and cost control to meet the needs of the Municipality.

4.8 Fees

The Consultant is to provide a total upset limit price, including all fees, sub-consultants and disbursements, but exclusive of HST, to complete this assignment in accordance with the services detailed herein in the Consultant's proposal.

The breakdown of fees shall be presented in a table format identifying the level of effort that each team member has allocated to each of the tasks in the proposed work plan, as well as disbursements for each task, if applicable.

Costs for materials for display and distribution for all public open houses and public meetings are to be included as a disbursement. Costs of newspaper advertisements and rooms for public meetings will be the responsibility of the Municipality.

All reasonable and proper expenses incurred by the Consultant shall be reimbursed without any allowance thereon for overhead and/or profit. The following costs shall not be reimbursed:

- Communication expenses including facsimile, local phone and cellular charges;
- Standard PC or computer aided design and drafting equipment (excludes specialized equipment or software as identified in Consultant's proposal); and
- Travel and living expenses unless identified in the proposal or approved in advance.

The Consultant shall provide the per diem cost for any additional public meetings as a separate line item, should they be required.

4.9 Consultant Interviews

Up to three (3) of the highest rated proposals may be required to make a brief presentation (15 minutes) to the Senior Management Team on this project to discuss their methodology and approach to this assignment.

5.0 SPECIAL TERMS AND CONDITIONS

Submission of a proposal constitutes acknowledgement the proponent has read and agrees to be bound by all the terms and conditions of the Request for Proposal.

The Municipality will not make any payments for the preparation of the response to the Request for Proposal. All costs incurred by a proponent will be borne by the proponent.

This is not an offer. The Municipality does not bind itself to accept the lowest price proposal or any proposal submitted.

The Municipality has the right to cancel the Request for Proposal at any time and to reissue it for any reason whatsoever, without incurring any liability and no proponent will have any claim against the Municipality as a result of the cancellation or re-issuing of the Request for Proposal.

The Consultant acknowledges that the Municipality shall have the right to reject any, or all, Proposals for any reason, or to accept any Proposal which the Municipality in its *sole unfettered discretion* deems most advantageous to itself. The lowest, or any, Proposal will not necessarily be accepted and the Municipality shall have the *unfettered* right to:

- (i) Accept a non-compliant Proposal;

-
- (ii) Accept a Proposal which is not the lowest Proposal; and
 - (iii) Reject a Proposal that is the lowest Proposal even if it is the only Proposal received.

The Municipality reserves the right to consider, during the evaluation of Proposals:

- (i) information provided in the Proposal document itself;
- (ii) information provided in response to enquiries of industry references set out in the Proposal;
- (iii) information received in response to enquiries made by the Municipality of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Consultant;
- (iv) the manner in which the Consultant provides services to others;
- (v) the experience and qualification of the Consultant's senior management, and project management;
- (vi) the compliance of the Consultant with the Municipality's requirements and specifications; and
- (vii) innovative approaches proposed by the Consultant in the Proposal.

The Consultant acknowledges that the Municipality may rely upon the criteria which the Municipality deems relevant, even though such criteria may not have been disclosed to the Consultant. By submitting a Proposal, the Consultant acknowledges the Municipality's rights under this Section and absolutely waives any right, or cause of action against the Municipality, by reason of the Municipality's failure to accept the Proposal submitted by the Consultant, whether such right or cause of action arises in contract, negligence, or otherwise.

If a contract is to be awarded as a result of the Request for Proposal, it will be awarded to the proponent whose proposal, in the Municipality's opinion, provided the best potential value to the Municipality and is capable in all respects to fully perform the contract requirements and the integrity to assure performance of the contract obligations based on the objective assessment outlined above.

If the Municipality decides to award a contract based on a submission received in response to this Request for Proposal, the successful proponent will be notified of the intent to award in writing, and the subsequent execution of a written agreement shall constitute the making of a contract. Proponents will not acquire any legal or equitable rights or privileges whatsoever until the contract is signed by both parties.

In the event of any inconsistency between the RFP and the contract, the contract shall govern.

The Municipality reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria. Unsuccessful proponents will be provided with a verbal debriefing on the evaluation of their submission after the selection process has been completed, if so requested.

Proponents may not amend or withdraw their proposals after the closing date and time.

Proposals will be evaluated as soon as practicable after the closing time.

The proposals and accompanying documentation submitted by the proponent are the property of the Municipality and will not be returned.

Proponents are advised that all communications with the Municipality related to this RFP during the bidding process must be directly and only with the individual nominated in section 1.6.