Village of Sundridge
Corporate Policy

POLICY: Procurement Policy	**COUNCIL APPROVAL DATE:** October 28, 2026
POLICY NUMBER:	**RESOLUTION/BY-LAW NUMBER:** By-Law 2026-043
SUPERCEDES POLICY NUMBER:	**REVISION DATE:**

1. POLICY

This Policy has been Developed to comply with Section 270. (1) of the Municipal Act S.O. 2001, as amended, which provides that all municipalities and local boards shall adopt and maintain policies with respect to the procurement of goods and services.

2. PURPOSE

The purpose of this Policy is to express the Village of Sundridge goals and objectives in relation to the procurement of goods and services and to describe the means by which the Village will ensure an open, transparent and fair procurement process.

3. APPLICATION

- This policy applies to all Village employees, volunteers and elected officials
- This policy applies to all departments of the Village and to any boards/committees the Village administers
- This policy applies to the procurement of all goods and services except for those items set out in Schedule “A”. in addition to the items set out in Schedule “A”, this policy does not apply to the purchase or disposal of real property.

4. DEFINITIONS

Acquisition

The purchase of Goods and/or Services.

Approval Authority

The authority to approve Procurements including the Award and Contract up to the authority levels for the respective positions.

Authorized Delegate

The Individual holding a position which has been delegated by Council an approval authority and included any other individuals further delegated such approval authority in accordance with the Procurement Policy.

Award

The notification to a Bidder/Proponent of acceptance of a proposal, quotation or tender that brings a contract in existence.

Bid

An offer or submission received from a bidder/proponent in response to a call for bid, which is subject to acceptance or rejection.

Bidder

A person or entity who submits a response to request for quote, request for tender or request for standing arrangements.

Call for Bid

A formal or informal request for Bid, on the terms and conditions set forth in the Village's bid documents.

Clerk Administrator

The person appointed to that position as approved by Council and includes their designate(s).

Collusion

An activity undertaken by two or more people for the purpose of dividing the market, setting prices, limiting production, or limiting open competition, by deceiving, misleading, or defrauding others of their legal rights, or to obtain an objective forbidden by law, typically by defrauding or gaining an unfair advantage.

Consulting and Professional Services

Those services requiring the skills of a specialist for a defined service and includes architects, engineers, designers, surveyors, planners, accountants, auditors, management professionals, marketing professionals, software and information technology experts, financial consultants, lawyers, law firms, real estate agents and brokers, environmental planners and engineers, hydro geologists, transportation

planners and engineers, communications consultants and any other consulting or professional services required by the Village.

Contract

A legal agreement between two or more parties. Agreements can be in the form of a legal agreement or purchase order.

Contract Change Order

A mutually agreed upon addition to, deletion from, or modification of a Contract between the Village and the Vendor that could not have been reasonably foreseen and thereby included in the call for bid document.

Cooperative Purchasing

The coordination of purchases from other government agencies or public authorities with the Village of Sundridge.

Designate

A person(s) authorized to act on the behalf of an Authorized Delegate

Electronic Tendering

An internet-based process that provides suppliers with online access to information related to open competitive procurements, including advertising, receiving and submitting tender related information.

Emergency Purchase

An Acquisition that does not follow the regular procurement process because of emergency circumstances described in this Policy.

Essential Service

A service rendered by which the interruption would endanger the life, health or personal safety of those receiving the service.

Goods

Moveable property including the costs of installing, operating, maintaining, or manufacturing such moveable property, and any necessary raw materials, products, supplies, 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 Construction Contract.

Irregularity

A deviation between the requirements (terms, conditions, specifications, special instructions) of a bid request and the information provided in a bid response.

Low-Cost Purchase

A purchase of Goods, Services and/or Construction at the thresholds indicated in this Policy.

Negotiation

The action or process of conferring with one or more Vendors with the goal of reaching an agreement on an acquisition made pursuant to this Policy.

Procurement

Purchasing, renting, leasing or otherwise acquiring any goods or services, including the description of requirements, solicitation method, selection of sources, preparation and award of contract and all phases of the contract administration.

Proponent

The entity or person who submits a response to a Request for Proposal or Request for Pre-Qualification.

Public Service

A service provided by the government to people living within its jurisdiction. These services may include but are not limited to roads, bridges, parks, waste management, wastewater, housing and community services.

Request for Expression of Interest (EOI)

A formal, non-binding process where information is requested from suppliers regarding the feasibility and availability of specific goods and/or services in the marketplace and to determine if there are enough suppliers to justify a RFQ, RFP or RFT.

Request for information or RFI

A formal, non-binding process for gathering information from potential suppliers of a good or service during the planning phase of a project when product requirements,

specifications or purchase options cannot clearly be identified. An RFI is often used as a precursor to a Call for Bid.

Request for Proposals or RFP

A formal request for prices and details on goods and/or services from suppliers, where the goods and/or services may not be able to be fully defined or specified or when alternate methods are being sought to perform a certain function or service, at the time of the request.

Request for Quotations or RFQ

An informal or formal request for prices for an acquisition where comprehensive technical specifications can be developed and where sealed bids are opened in the public.

Service

The services to be provided under a contract and included labour and Consulting and Professional Services.

Single Service

A non-competitive procurement method used when a purchase is made from one source of supply where others may be available.

Sole Source

A non-competitive procurement process to acquire goods and/or services where there is only one available or known supplier for the source of the particular goods and/or services in the open market or there is only one supplier withing a reasonable proximity to the Village of Sundridge.

Supplier/Vendor

Any individual or organization providing or seeking to provide goods and/or services to the Village of Sundridge.

Unsolicited Proposal

An offer or proposal submitted by a contractor, vendor or consultant, in the absence of a Call for Bid. It may be submitted in response to a perceived need but not in response to a Call for Bid

Unfair Advantage

A risk that the bidder or any of its members had access to information related to the bid solicitation that was not available to other bidders and that would, give or appear to give, the bidder an unfair advantage.

5. PROCUREMENT GOALS AND OBJECTIVES

- Procure goods and/or services in an efficient, timely and cost-effective manner in accordance with legislative requirements, The Village priorities, as well as the directives and expectations of Council, management and the public at large
- Ensure an open and competitive procurement process, treating all suppliers and submissions in an objective and equitable manner
- To obtain the best value for the Village when procuring goods or services by regularly conducting a competitive bid process, where required in this Policy, to ensure the Village is receiving the best possible and current market price.
- to consider all costs and factors over the lifetime of the acquisition costs, installation, disposal value, disposal costs, training costs, maintenance costs, reliability and quality of performance.
- To utilize comprehensive and unbiased specifications.
- To promote respect for and ensure compliance with all applicable trade agreements, laws and regulations.
- To adhere to the highest standards of ethical conduct and avoid any real or perceived conflicts between the interests of the Village and those of the Village employees elected officials and committee members.

6. GENERAL CONDITIONS

No Village staff elected official, or committee member shall purchase or offer to purchase, on behalf of the Village, any goods, Services or Construction except in accordance with this Policy.

Any employee who intentionally and knowingly acquires or disposes of any goods or services for the Village in contravention of this Policy may be subject to disciplinary action.

Exceptions to this Policy are identified in Schedule A

Council approval shall be required where the provisions of the Procurement Policy are being waived

All purchases must have appropriate pre-approved funding and must be authorized prior to the procurement process, unless the purchase is an emergency purchase.

No employee or designated representative for the Village shall prepare, design or otherwise structure a procurement, select a valuation method or divide procurement requirements into two or more parts in order to circumvent any obligation and/or threshold of this Policy.

The Village shall not enter into any contract where there would be the establishment of any employee-employer relationship, except as exempted under Schedule A.

Geographical Location

The Village shall not give preference to suppliers, contractors, or service providers based on geographic location when evaluating, awarding, or administering procurement contracts. All bids and proposals shall be assessed solely on the basis of the evaluation criteria set out in the solicitation documents, in accordance with applicable legislation, the procurement policy and that ensure the best value for the Village.

Records Retention and Access to Information

All procurement activities must be supported by the appropriate documentation and all records relating to a Procurement process must be retained by the issuing department in accordance with the Records Retention By-Law and Schedules, as amended.

The disclosure of information received in relation to a Call to Bid or the Award shall only be made by the appropriate staff in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended.

Accessibility

When procuring goods and/or services, the Village will incorporate accessibility criteria and features when applicable and practical as may be required from time to time by applicable legislation.

Legal Claims

The Village reserves the right to neither accept nor award a contract, to any Bidder/Proponent, inclusive of its sub-contractor(s), with whom the Village is in litigation.

Collusion

Collusion will not be tolerated, and Bids may be rejected without further consideration if Collusion is suspected or present. The Village will report any suspected cases of collusion or other bid- rigging offences under the *Competition Act* to the Competition Bureau or to other relevant authorities.

Lobbying Restrictions

Vendors, their staff, or anyone involved in preparing bid shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcomes of the procurement process or subsequent Award. This restriction extends to all of the Villages elected officials committee members and staff.

No elected officials, committee members, or employees shall provide information regarding the Villages need for a specific Acquisition to prospective Vendors where the provision of the knowledge could provide an unfair advantage whether perceived or actual.

The Village may reject any bid by any Bidder/Proponent that engages in lobbying, without further consideration, and may terminate that Bidders/Proponents right to continue in the procurement process.

During a procurement process, all communications shall be made through the Treasurer or any staff member otherwise listed in the bid document. No vendor or person acting on behalf of a vendor or group of Vendors shall contact any elected official, committee member or employee of the Village to attempt to seek information. This restriction extends to all of the Village's elected officials, committee members and staff.

Elected Officials and Committee Members

Elected officials and committee members shall completely separate themselves from the procurement process.

Policy Review

The Treasurer shall review as appropriate, but no later than every five (5) years, the effectiveness of this policy and report to Council recommending any changes to meet the needs and requirements of the Village.

7. RESPONSIBILITES AND AUTHORITES

Procurement activities shall be subject to all applicable Village policies and any specific provisions of the Municipal Act, and all other relevant Federal and Provincial legislation.

Council

- Approve Procurement activities pursuant to policy

Clerk Administrator

- Ensure that all staff adheres to the Procurement Policy and address any non-compliance that the Treasurer has brought to their attention.
- Has the authority to award Emergency Purchases, in collaboration with the Finance Department
- Has the authority to approve additional funding, in collaboration with the Finance Department for new acquisitions or additions to acquisitions that are over budget but that cumulatively, the project cost variance from budget does not exceed fifteen percent (15%) to a maximum of $20,000 and the variance increase will not negatively impact the approved budget.
- Where necessary, the Clerk Administrator is authorized to approve the contracts normally subject to Council approval during the time that regular Council meetings are suspended, provided that a report is submitted to Council as soon as reasonably possible, setting out the details of any contract approved pursuant to this authority.

Treasurer

- Ensure all purchases are performed in accordance with the Procurement Policy
- Addresses all instances of non-compliance to this Policy with the appropriate Department Head and continued non-compliance shall be reported to the Clerk Administrator
- Has the authority to approve additional funding, in collaboration with the Clerk Administrator for new acquisitions or additions to acquisitions that are over budget but cumulatively the project cost variance from the budget does not exceed fifteen percent (15%) to a maximum of $20,000 and the variance increase will not negatively impact the approved budget.

- Any question involving the meaning or application of this Policy is to be submitted to the Treasurer for resolution.
- Responsible for the integrity of the Procurement process.

- Provides Procurement advice and related services that may be required by departments for the purpose of fulfilling the Procurement needs of the Village
- Facilitates the disposal of assets that have been deemed surplus in accordance with applicable policies.
- Acts as the Village's representative with other public agencies.
- Participates in the Bid Review process.
- Where applicable, participate in Negotiations.
- Delegate approval authority to staff within the parameters of the procurement policy.

Department Head

- Ensure that funds are available and approved in the current budget as approved by Council.
- Work with the Finance department on all procurement activities within their department and ensuring they are carried out in accordance with this Policy.
- Monitor all contract expenditures to ensure compliance with financial limits.

8. APPROVAL AUTHORITY

General

Any person with delegated approval authority shall ensure that an approved budget exists for the proposed procurement and that such procurement does not violate any of the Village's policies or any applicable law. Any such procurement shall also satisfy any applicable audit requirements of the Village.

Council must approve any Procurement process in the following circumstances.

- Where the provisions of the Procurement process are being waived
- Where the acquisition was not included in the approval budget
- Any contract prescribed by statue to be authorized by Council.
- Where Council has directed staff to provide a report to Council

APPROVAL AUTHORITY LEVELS

Total Procurement Amount ($)	Delegated Authority Managers
Up to $10,000	Treasurer/Clerk Administrator
Up to $25,000	Treasurer/Clerk Administrator
Over $25,000	Council

*Emergency purchases are excluded from the levels noted

EXECUTION OF AWARD

- The Treasurer or Clerk Administrator (or designates) shall execute such Contracts on behalf of the Village.
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9. REQUIREMENT OF APPROVED FUNDS

The beginning of the Procurement process commences with the approval by Council of the operating and capital budgets for the Village. Upon approval of these budgets, Staff has the authority to purchase Goods, Services and Construction.

Acquisitions that are deemed by a department head to be necessary but that are not in the budget must be approved by Council or Committee.

Insufficient Budget at Time of Award of Solicitation

In the event that the Bid that is recommended for Award exceeds the approved funds available, the Village may pursue any of the following options.

- Negotiate
- Cancel the Call for Bid or
- Revise the Call for Bid and reissue

Council may add additional funds to the approved budget, provided that there are sufficient funds available to allow the Village to award. Staff are required to submit a report to Council seeking approval of the additional funds, unless the following condition applies:

- The total cost of Acquisition does not exceed the approved budget by more than fifteen percent (15%) to a maximum of $20,000 and the variance increase will not impact the approved Village.

10. METHODS OF PROCUREMENT

General

The dollar values for Procurement limits or thresholds represent the cumulative value spent in one calendar year for a particular good and/or Service.

- For multi-year contracts, it is the estimated total of the procurement value over the term of the contract, including any extensions or renewals that will govern which procurement process applies.
- Sales taxes, excise taxes, goods and services taxes, harmonized sales taxes, duties and shipping shall be excluded in determining the procurement limit and the type of procurement process to be followed.
- Purchases and/or contracts shall not be divided to avoid the requirements of the Procurement Policy or to circumvent prescribed spending authority dollar limits.

SUMMARY OF THRESHOLDS FOR PURCHASING

Procurement Value	Purchase Type	Procurement Method	Approval Authority
$0 - $20,000	Low Cost Purchase	Three (3) written quotes, where in the Village's best interest	Delegated
$20,000	Open Competitive Procurement	Call for Bid issued market	Delegated

STANDARD METHODS OF PROCUREMENT

Low-Cost Purchase (LCP)

Conditions of Use

- The value of the Goods and/or Services is less then $3,000
- The goods and/or services are not covered under any existing contract
- The goods and/or services are required on an item-by-item basis
- Intended for one off or small, multiple purchases with a cumulative value not exceeding the threshold. Not intended to be a repetitive or ongoing need
- An attempt for three (3) written quotes will be made where it is in the Village's best interest or a cost comparison from two (2) to three (3) sources.

Evaluation and Award

- Best value for the Village can be achieved when selection is made on the basis of total lifecycle cost that meets all the requirements
- Purchases may be made by the method satisfactory to all parties. It is the Village preference to be invoiced for all purchases, when possible.

Request for Bid (Quote, Tender, Proposal)

Condition of Use

- The estimated price is between $3,001 and $20,000
- The requirements can be fully defined
- Solicitation will be issued to a minimum of three (3) bidders;
- An open competitive process is encouraged but not required.

Evaluation and Award

- The lowest bidder may not always be the successful bidder
- Best value for the Village can be achieved by an award selection made on the basis of total lifecycle cost that meets all terms, conditions and specifications.
- A signed form and/or agreement will be required.

Request for Tender (RFT)

Conditions of Use

- The estimated price is $20,001 or more
- The requirements can be fully defined
- Solicitation shall be advertised through an electronic tendering method

Evaluation and Award

- The lowest bidder may not always be the successful bidder
- Best value for the Village can be achieved by an award selection made on the basis of total lifecycle cost that meets all terms, conditions and specifications.
- A signed form and/or agreement will be required.

Request for Proposals (RFP)

Conditions of Use

- The estimated price is $20,001 or more
- Comprehensive technical specifications cannot be fully defined or specified
- Alternate methods or innovative solutions are being sought to perform a certain function or service.

Evaluation and Award

- Evaluation will be based on the criterion as outlined in the Call for Bid document of which, price is only one criterion;
- Award of the Contract may not always be the successful bidder
- A signed form and/or agreement will be required.

Request for Standing Arrangements (RFSA)

Conditions of Use

- The same Goods and/or Services will be required on a repetitive basis over a period of time, and the actual demand is not known in advance, or
- A need is anticipated for a range of goods and services for a specific purpose, but the actual demand is not known at the outset, and delivery is to be made when a requirement arises, or
- There is a need for a list of Vendors for their services that will be provided on an “as needed or required” basis.

Evaluation and Award

- More than one Vendor may be selected where it is in the best interests of the Village, and the procurement documentation allows for more than one and
- Selection methodology and evaluation criterion (where required) will be as outlined in the Call for Bid document
- A signed form and/or agreement will be required.

Request for Information (RFI)

Conditions of Use

- There is a need to seek information, clarification, comments, feedback from the marketplace that may assist in compiling a potential future Call for Bid
- Submissions shall be provided at no cost to the Village
- Submissions become the property of the Village of Sundridge

Evaluation and Award

- An RFI submission does not create any contractual obligation between the Village and the respondent. The details provided are for information purposes only.

Request for Expression of Interest (RFEOI)

Conditions of Use

- There is uncertainty regarding the market availability and interest in providing the good or service;
- The submissions received assist with potential future call for bid
- Submissions shall be provided at no cost to the Village
- Submissions become the property of the Village of Sundridge

Evaluation and Award

- An RFEOI submission does not create any contractual obligation between the Village and the respondent

Request for Pre-qualification (RFPQ)

Conditions of Use

- When work is considered to be complex, high risk or there is a need to develop a short list of qualified proponents that have the capabilities to meet the Villages needs.
- Is the initial phase of a two or more-phase solicitation process.

Evaluation and Award

- An RFPQ submission does not create any contractual obligation between the Village and the respondent
- Selection methodology and evaluation criterion will be as outlined in the Call for Bid document
- A subsequent call for Bid document will be issued as outlined in the RFPQ only to the pre-qualified proponents.

11. Alternative Methods of Procurement

Sole Source

The requirements for a competitive bid process may be waived under the authority of the Council with the consent of the Treasurer and Clerk Administrator.

Where a sole source over $20,000 is proposed, department staff will issue a memo to Council outlining the sole source procurement and providing proof of one of the valid reasons below

The procurement may be conducted using a Sole Source process for the following valid reasons:

- Statutory or market-based monopoly
- Competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, license, contract restrictions, technical secrets or controls of raw material or
- The complete item, service or system is unique to one supplier and no reasonable and competitive alternative or substitute exists.
- The Village has equipment or services from this supplier and variance to the brand or service may create inefficiencies or have increased costs

Single Source

The requirement for a competitive bid process may be waived under the authority of the Treasurer with the consent of Council and Clerk Administrator. The Procurement may be conducted using a single source process if the Goods and/or Services are available from more than one source, but there are valid and sufficient reasons for selecting one Supplier in particular.

Where a Single Source over $20,000 is proposed, a written report indicating the rationale for a non-competitive selection shall be provided to Council for approval.

The following are valid reasons for a Single Source purchase, Council may approve items or circumstances that are not listed at their discretion:

- An attempt to acquire the required Goods and/or Services by soliciting competitive submissions has been made in good faith but has failed to identify more than one willing and complaint supplier.
- The confidential nature of the requirement is such that it would not be in the public interest to solicit competitive submissions
- Construction, renovations, repairs, maintenance etc. in respect of a lease by the Village a may only be done by the lessor, in accordance with the lease agreement.
- A Good or Service is compatible with an existing Good or Service where a substitute is available, however the warranty, maintenance or service will be affected if the substitute is used
- Standardization on a particular make or model of the required Goods is desirable for the purpose of minimizing inventories of spare parts, minimizing the time and expense associated with operator training, and maximizing operator transferability.
- Where due to abnormal market conditions, the goods, services or construction required are in short supply
- For the Procurement of Goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchase.
- When the Village has a lease with a purchase option and exercising the purchase option would be beneficial.
- When the Village has existing equipment, supplies and purchasing same or similar brand is in the best interest of the Village
- A consultant/supplier has specific knowledge of the project or Village and has undertaken work for which duplication would be required if another firm were to be selected.

12. Emergency Purchases

The Clerk Administrator jointly with the Treasurer and Council may authorize an emergency Purchase up to $20,000 when it is required in one of the following circumstances:

- Prevent or alleviate serious delay
- Maintain or prevent the disruption of essential services
- An unexpected interruption of a public service
- Maintain security and/or order
- Protect public property
- Protect human, animal, or plant life
- A spill of a pollutant
- Comply with the Emergency response plan or respond to a state of emergency

The relevant details surrounding the Emergency Situation shall be included in a report and provided to Council at the next scheduled meeting.

13. Cooperative Purchasing

The Village of Sundridge may participate with other government agencies or public authorities in cooperative acquisition ventures when it is in the best interest of the Village to do so or to utilize buying group contracts in a manner consistent with applicable trade agreements.

The cooperative purchasing process may be conducted in accordance with the procurement policies and procedures of the entity that is responsible for coordinating and leading the process, provided that those policies and procedures are consistent with the Village's obligations under applicable trade agreements and procurement goals and objectives set out in this policy.

Where the Province of Ontario requires the Village to meet a provincial standard and has established a "Vendor of Record" arrangement, the Village may use such arrangement in place of any procurement process otherwise required in the Procurement Policy.

The Village and each government agency or public authority will issue its own purchase order or contact for their respective Goods and/or Services when purchasing through a cooperative arrangement such as

The Village may issue a purchase order or contract on behalf of local area municipalities or agencies for shared services or other joint ventures. Agreements shall be put in place to outline the obligations of all parties involved in these arrangements.

14. Unsolicited Proposals

Unsolicited proposals received by the Village may be reviewed by the Treasurer to determine if there is a need for the goods or services proposed.

15. Negotiated Purchases

Negotiations during the Procurement process may be used under any of the following circumstances:

- When only one submission is received and it exceeds the amount allocated in the budget provided that the vendor is compliant

- When the lowest Compliant Bid received exceeds, the amount allocated in the budget
- when all bids received are noncompliant and it is impractical to reissue the call for bid
- during a Single, Sole or Emergency purchase
- when a competitive bid process has been conducted and an extension of the contract term is available as outlined in the original Call for bid document.
- When a competitive bid process has been conducted and the contract has expired of will expire shortly and unforeseeable circumstances have caused a delay in issuing a new call for bid in such case, the contract extension should not extend beyond a one (1) year term.
- Where a competitive bid process has been conducted and expanded works or coordinated works are appropriate in the circumstances.
- Where a competitive bid process has been conducted the bid documents allow for negotiation.
- Where a competitive bid process has been conducted and the Village deems it beneficial and/or necessary to negotiate.

16. OTHER

Term of a Contract

- The term of a Contract will be determined by the department head and the Treasurer.
- A Contract will not extend past five (5) years without a bid solicitation process being conducted. Contracts may consist of varying initial terms and renewals but must not exceed a total length of five (5) years
- For complex Goods or Services contracts, where the development, implementation, costs and/or risk of the Village is deemed as being significant, the term of the contract may be extended up to ten (10) years with the approval of the Council and Clerk. A contract over five (5) years in length must be approved by the Council and Clerk
- The length of time for each contract will be determined by factors such as ensuring best value for the Village, the nature and complexity of the Procurement, industry, technology advancements, market conditions, competition, sustainability, historical experience and any other factors deemed necessary by the Village
- On an annual basis the Village will complete a review of Contracts currently in place to determine those eligible for renewal and conduct a bid solicitation process where required to establish new contracts.

Exercise of Contract Renewal Options

Where a contract contains an option for renewal, Council may authorize the exercise of such option provided that all of the following apply:

- The supplier's performance in supplying the Goods and/or Services or construction is considered to have met the requirements of the contract
- Any price increases are consistent with the prevailing market conditions for the Goods and/or Services being purchased or were previously included in the Call for Bid document.
- The facts justifying the decision to award this supplier previously are still relevant at the time of contract renewal
- The value of the contract is within departmental spending authority, or the renewal of a Contract has previously been authorized by Committee and Council in an award of contract letter
- Funds are available or will be available in appropriate accounts within the approved budget, including authorized revisions, to meet the proposed expenditure.

Contracts Amendments and Revisions

- No amendment to a contract shall be made unless the amendment is in the best interest of the Village and shall not be made contrary to the provisions of this policy.
- No amendment that changes the price of a contract shall be agreed to without a corresponding change in requirement or scope of work.
- Amendments to contracts are subject to the identification and availability of sufficient funds within approved budgets.
- Department heads may authorize amendments to contracts provided that the total amended value of the contract does not exceed the approved budget.
- Where a contract change order or the cumulative value of the contract change orders plus the original contract price exceeds the council approved budget by fifteen (15%) to a maximum of $20,000 and the variance increase will not negatively impact the approved Village, the department shall obtain the appropriate authorization from the Treasurer.

- Where a contract change order or the cumulative value of the contract change orders plus the original contract price exceeds the Council approved budget by more than fifteen percent (15%), council approval of additional funds is required

- Funding should be in place prior to approving the contract change order and prior to the execution of the work. When it is not possible to complete the change order prior to the execution of the works, it shall be completed as soon as possible after commencement.

Specifications

- Specifications should be clear and concise. They must not be structured to restrict or limit competition due to brand or other similar requirements. They shall allow for potential Vendors to provide alternatives in the event that an equivalent product or method is available. Biasing of specification in favour of, or against a particular Good or Service is prohibited. Nothing in this section restricts the ability to design specifications with existing Goods or Services.

Advertising

- Where only selected potential Suppliers will be eligible to participate in a Procurement process, invitation will be made through the use of an electronic tendering system.
- Where a Procurement process will be open to all, invitation will be made using at least one of the following methods:
    An electronic advertising/tendering system (details on the procurement will also be noted on social media and the village website)
    Village website
    Any other forms of advertising as determined by the Village.

Corporate Purchasing Card

- Acquisitions made with the corporate purchasing card must comply with this Policy.
- No personal purchases may be made with the corporate purchasing cards that are not authorized by Village policy. The Village staff shall not use corporate purchases to gain personal points or other similar benefits in any Vendor reward program.

Evaluation Team

- An Evaluation process is used with some methods to allot points according to the criteria and submission requirements in the Call for Bid. The Village will consist of a minimum of two individuals and where possible, should include a cross section of members from each department.
- The highest scoring submission will be the successful proponent, subject to the terms and conditions of the Call for Bid and this policy.

SCHEDULE "A" – EXCLUSIONS

Goods and Services Not Subject to the Provisions of the Procurement Policy

Competitive bidding processes are not required for the following categories. The listing below is not a comprehensive listing. The Clerk Administrator and Treasurer and Council will, from time to time, review and approve new situations or items to determine if they fall within the purview of this schedule.

Employers General Expenses

1) Payroll deduction remittances
2) Medicals
3) Tax remittances
4) Debt payments
5) Grants and levies
6) Licenses, certificates and other approval required (for example, vehicles, elevators, radios)
7) Insurance claims and adjudications, legal settlements, mediation and arbitration awards
8) Refundable expenses, including cash advances, meal allowances, travel expenses and accommodation
9) Temporary staffing agencies and service
10) Other employee related expenses, such as: Memberships in professional organizations, staff relations, staff development and training, staff attendance of seminars, courses, workshops, conferences, conventions or trade shows. This shall not include any training specifically designed for the Village.
11) Real property payments include land, buildings, leasehold interests, easements, encroachments and licenses, or the like.

Professional Special Services

1) Additional non-recurring Accounting and Auditing Services
2) Public Debenture Sales
3) Group Benefits

4) Committee Fees
5) Realty Services regarding the Lease, Acquisition, Demolition, Sale of Land and Appraisal of Land
6) Appraisers of real property for property insurance assessments
7) Medical Professionals Services
8) Expert Witnesses

Utilities

1) Electricity
2) Postal Services
3) Water
4) Natural Gas
5) Communications, for example: telephone, cable

Government Bodies

1) Federal, Provincial or Municipalities
2) Crown Corporations and Government Legislative Bodies

Other

1) Publications (including news papers, periodicals, magazines or books) CDS, DVDs and all copyrighted material
2) Maintenance of software for systems previously acquired
3) Media advertising

SCHEDULE "B" – SUBMISSION IRREGULARITIES

A bid irregularity is a deviation between the requirements (terms, conditions, specifications, special instructions) of a bid request and the information provided in a bid response.

A **"major irregularity"** is a deviation from the bid request that affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the Bidder/Proponent could gain an unfair advantage over competitors. The Village shall reject any bid, which contains a major irregularity.

A '**minor irregularity"** is a deviation from the bid request, which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected, the Bidder/Proponent would not gain an unfair advantage over competitors. The Village may permit the Bidder/Proponent to correct a minor irregularity.

MATHEMATICAL ERRORS – RECTIFIED BY STAFF

The Bid review Team shall be responsible for all action taken in dealing with bid irregularities, and acts in accordance with the nature of the irregularity:

✓ major irregularity (automatic rejection)

✓ minor irregularity (Bider/Proponent may rectify)

✓ Mathematical error (additions or extensions) as above

The list of irregularities in this schedule should not be considered all-inclusive. During the Bid Review process, Village Staff will review minor irregularities not listed and acting in consensus shall have authority to waive other irregularities or grant two (2) business days to correct such irregularities, which they jointly consider to be minor.

In the event that the vendor withdraws its bid due to the identification of a major irregularity, the Village may disqualify such vendor from participating in the Village Bid opportunities for a period of up to one year.

Where a vendor has been given notice of a specified time period to correct an irregularity, the vender shall be deemed to be in default of the process and, here applicable, the bid deposit shall be forfeited if the correction is not made. The submission will be given no further consideration for award.

This Bid Irregularity List shall apply where the irregularity is with respect to a stated requirement of a formal call for bid (RFQ,RFP, and RFT) or information gathering Bid (RFEOI,RFI,RFPQ) and where the submission must be received on/before a specified date and time.

GENERAL

ITEM	IRREGULARITY	RESPONSE
1.	Late Submissions	Automatic rejection
2.	Partial Submission (all items not bid on)	Acceptable unless complete submission has been specified in the request
3.	Conditional Submissions (submissions qualified, based on a Bidder's/Proponent's condition or restricted by an appended statement)	Rejection unless, in the opinion of the Bid Review Team, the qualification or restriction is minor and would not adversely affect an award decision and/or the total price.
4.	Submitter has not been previously qualified under a related pre-qualification process, where applicable	Automatic Rejection
5.	Failure to include required documents at time of submission	Automatic Rejection
6.	More than one submission from the same submitter and not identified as an alternative or optional submission or, no written withdrawal notice has been received	The submission package bearing the most recent date/time stamp will be considered the intended submission and the previously date/time stamped submissions will be considered withdrawn.

7.	Other Minor Irregularities	The Bid Review Team shall have the authority to waive irregularities, which are considered minor
8.	Any Irregularity	Despite the provisions herein contained, Council may waive any irregularity where it considers it to be in the best interest of the Village

BID DOUCMENTS

ITEM	IRREGULARITY	RESPONSE
9.	All required sections of the document not completed	Automatic rejection unless, in the consensual opinion of the Bid Review Team, the incomplete nature is trivial or insignificant and does not affect the total price
10.	Un-initialed changes to the request documents which are minor (e.g. the Bidders/Proponents address is amended by overwriting but not initialed	Two (2) business days to correct and initial errors. The Village reserves the right to waive initialing and accept the submission
11.	Incomplete, illegible or obscure submissions or submissions which contain additions not called for, erasures, alternations, or strike-out errors or irregularities of any kind	Automatic rejection; unless the Bid Review team deems the irregularity as immaterial and the irregularity is remedied by the Bidder/Proponent – Two (2) business days to correct
12.	Submissions not completed in English	Automatic Rejection
13.	Failure to acknowledge addenda identified as amending e.g. results in financial implications	Automatic Rejection
14.	Failure to acknowledge addenda identified as information e.g. closing date extended	Two (2) business days to acknowledge
15.	Submissions received on Bids Tenders other than those provided on Bid Forms by the Village	Automatic Rejection

16.	Authority to bind the Bidder/Proponent signature missing	Automatic Rejection
17.	Alternate items provided in whole or in part	Available for further consideration unless specified otherwise in the request
18.	Pages requiring completion of information by Bidder/Proponent are missing	Automatic Rejection

BID DEPOSIT

ITEM	IRREGULARITY	RESPONSE
19.	Bid deposit or bid bond not submitted with submission	Automatic Rejection
20.	Bid deposit or bid bond not in the acceptable form	Automatic Rejection
21.	Certified cheque not certified	Two (2) business days to rectify
22.	Amount on Bid deposit or Bid bond is incorrect and/or insufficient	Two (2) business days to rectify
23.	Effective period of Bid bond is less than the irrevocable period stipulated in the call for bid document	Two (2) business days to rectify

AGREEMENT TO BOND

24.	Agreement to bond with the Village not submitted	Automatic rejection
25.	Agreement to bond amount is incorrect and/or insufficient	Two (2) business days to rectify
26.	Surety provider and/or Bidders/Proponents authorized signature missing from Agreement to Bond	Two (2) business days to rectify

PRICING

ITEM	IRREGULARITY	RESPONSE

27.	Failure to include the Schedule(s) of Items and Prices, Price Form or Price Details, as may be applicable , for inclusion with submission	Automatic Rejection
28.	Pricing or signature pages missing	Automatic Rejection
29.	Submissions containing minor mathematical errors	Two (2) business days to correct and initial errors. The Village reserves the right to waive initialing and accept submission
30.	Conditions placed by the Bidder/Proponent on the total contract price	Automatic Rejection
31.	Unit price has been changed but not initialed and the price extension is consistent with the unit price as amended	Two (2) business days to correct initial errors. The Village reserves the right to waive initialing and accept bid.
32.	Unit price has been changed but not initialed and the price extension is not consistent with the unit price as amended	Automatic Rejection
33.	Unit price extension which is not consistent with the unit price	The Village will correct the extension based on the unit price provided. Unit pricing will govern
34.	Other mathematical errors which are not consistent with the unit prices	Two (2) business days to initial corrections. Unit prices will govern/ the Village reserves the right to waive initialing and accept submission
35.	Pricing appears to be unbalanced to the extent that it would have a significant adverse effect to the Village if awarded	Automatic Rejection

POST AWARD NOTIFICATION

ITEM	IRREGULARITY	RESPONSE
36.	Failure to execute required bonding or financial security within the prescribed time period	Automatic rejection and bid deposit forfeited
37.	Failure to execute a Contract Agreement within the prescribed time period	Automatic rejection and bid deposit forfeited

38.	Failure to provide supporting documents, as specified within the bid document and within the prescribed time period	Automatic rejection and bid deposit forfeited

SCHEDULE "C" – DISPUTE RESOLUTION PROCESS-

COMPETITIVE BID PROCESS

As part of the Alternative Dispute Resolution Process (ADR) directly related to the competitive bid process, any Proponent who has dispute matter shall submit a letter to Council. Council will review the letter and determine the process to be followed.