

THE CORPORATION OF THE TOWNSHIP OF SEGUIN

BY-LAW NO. 2011-057

BEING A BY-LAW GOVERNING PROCUREMENT POLICIES AND PROCEDURES AND TO REPEAL BY-LAW NO. 2005-009

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THE CORPORATION OF THE TOWNSHIP OF SEGUIN

BY-LAW NO. 2011-057

BEING A BY-LAW GOVERNING PROCUREMENT POLICIES AND PROCEDURES

WHEREAS Section 270 of the Municipal Act, 2001, as amended, imposes upon municipalities the obligation to adopt policies with respect to the procurement of Goods and Services;

AND WHEREAS this By-law establishes the authority and sets out the methods by which Goods, Services or Construction will be purchased and disposed of for the purposes of the Township of Seguin subject to certain exceptions set out herein;

NOW THEREFORE the Council of the Township of Seguin enacts as follows:

PART 1 - SHORT TITLE

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

PART 2 - PURPOSES, GOALS AND OBJECTIVES

- 2.1 The purposes, goals and objectives of this By-law and of each of the methods of procurement authorized are:
- a) To obtain best value;
 - b) To maximize savings for taxpayers;
 - c) To ensure service and product delivery, quality, efficiency and effectiveness;
 - d) To ensure fairness among bidders;
 - e) To ensure openness, accountability and transparency while protecting the financial best interests of the Township of Seguin;
 - f) To have regard to the accessibility for persons with disabilities to the Goods, Services and Construction purchased by the Township of Seguin;
 - g) To attempt to reduce the amount of solid waste requiring disposal through the purchase of environmentally responsible Goods and Services.

PART 3 - DEFINITIONS

- 3.1 "**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 appropriated if, in the opinion of the Treasurer and the Department Head, the expenditure is for normal operations and maintenance;
- 3.2 "**AWARD**", "**AWARDED**" and "**AWARDING**" mean authorization to proceed with the purchase of goods, services and construction from a chosen supplier;
- 3.3 "**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 ;

- 3.4 **“CONSTRUCTION”** means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials and the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional services related to the construction contract unless they are included in the procurement;
- 3.5 **“CORPORATION”** means the Corporation of the Township of Seguin;
- 3.6 **“CONTRACT”** means a binding agreement by way of a Purchase Order or Purchase Order incorporating a formal agreement or a formal agreement between two or more parties that creates an obligation to do or not to do a particular thing;
- 3.7 **“COUNCIL”** means the Council for the Corporation of the Township of Seguin;
- 3.8 **“DEPARTMENT HEAD”** 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 head, this definition shall be deemed to mean the Treasurer. The CAO has the same power and authority as a Department Head as set out in this By-law;
- 3.9 **“EMERGENCY PURCHASE”** means a purchase which, due to unforeseen circumstances, must be made immediately in order for municipal operations to proceed in an efficient, cost effective manner. What constitutes an emergency purchase is to be defined by that person who has authority to authorize the purchase;
- 3.10 **“FAIR MARKET VALUE”** means the price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties dealing at arms-length where fully informed and not under any compulsion to transact;
- 3.11 **“NORMAL OPERATING EXPENDITURE”** means an expenditure of an operational, recurring nature and does not include one-time special or capital expenditures;
- 3.12 **“OBSOLETE EQUIPMENT”** means equipment that cannot operate or do the job it was originally purchased for efficiently and economically;
- 3.13 **“PROPOSAL”** means an offer submitted in response to a Request for Proposal, acceptance of which may be subject to further negotiation;
- 3.14 **“PURCHASE ORDER”** means written authorization to purchase goods and services, on a form provided by the Township (see Schedule “A” attached hereto and forming part of this By-law);

- 3.15 “**QUOTE**” means a written estimate submitted to the Corporation in response to an informal request for the cost of providing goods or services to the Corporation;
- 3.16 “**REQUEST FOR PROPOSAL**” means a Bid Solicitation that is used to acquire Goods, Services or Construction, the suitability of which is dependant upon non-price factors and which may result in further negotiation between the parties;
- 3.17 “**SURPLUS EQUIPMENT**” means equipment no longer required for municipal operations;
- 3.18 “**TENDER**” means an offer submitted to the Corporation in response to a formal request for the cost of providing goods or services to the Corporation;
- 3.19 “**TENDERER**” 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;

PART 4 - GENERAL PROCUREMENT POLICY

4.1 APPLICATION

- 4.1.1 The procedures prescribed in this by-law shall be followed to make an award or to make a recommendation of an award to Council.
- 4.1.2 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 By-law. All purchases must be approved by the Department Head.

4.2 RESPONSIBILITIES AND AUTHORITIES

- 4.2.1 Department Heads have responsibility for procurement activities within their departments and are accountable for achieving the specific objectives of the procurement project.
- 4.2.2 Department Heads have the authority to award contracts in the circumstances specified in this by-law provided that the delegated power is exercised within the limits prescribed in this by-law, and the requirements of this by-law are met.
- 4.2.3 No other forms of procurement shall be permitted, unless prior approval is obtained by Council resolution.

4.3 REQUIREMENT FOR APPROVED FUNDS

- 4.3.1 The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts within Council approved estimates.
- 4.3.2 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:

- (i) the identification and availability of sufficient funds in appropriate accounts for the current year within Council approved estimates,
 - (ii) the requirement for the goods or services will continue to exist in subsequent years and, in the opinion of the Department Head, the required funding can reasonably be expected to be made available, and
- 4.3.3 All purchase requests for contracts for which sufficient funds are not available and identified shall be rejected unless the deficiency is minimal and alternative funding has been identified and approved by the CAO or Council.

4.4 RESTRICTIONS

- 4.4.1 No Contract for Goods, Services or Construction may be divided into two or more parts to avoid the application of the provisions of this By-law.
- 4.4.2 No Contract for Services shall be awarded where the services would result in the establishment of an employee - employer relationship.
- 4.4.3 No employee shall purchase any Goods, Services or Construction, except in accordance with this By-law.
- 4.4.4 Where an employee involved in the award of any Contract has any pecuniary interest, direct or indirect, the employee shall immediately disclose the interest to the CAO and/or Council and shall not take part in the award of the Contract or attempt in any way to influence the award of the Contract.

4.5 TOTAL PROJECT COST

- 4.5.1 Where this by-law prescribes financial limits on contracts that may be awarded on the authority of a Department Head, or provides for financial limits on contracts required to be reported to Council, for the purpose of determining whether a contract falls within these prescribed limits, the contract amount shall be the sum of:
- (i) all costs to be paid to the supplier under the contract; and
 - (ii) all taxes,
 - (iii) less any rebates.

4.6 PRESCRIBED COUNCIL APPROVAL

- 4.6.1 Despite any other provisions of this By-law, the following Contracts are subject to Council approval:
- (i) any Contract requiring approval from the Ontario Municipal Board;
 - (ii) any Contract where the Total Acquisition Cost is greater than the Council Approved Budget;
 - (iii) In any case where the applicable Procurement Procedures set out in Part V have not been followed and the Department Head considers they cannot reasonably be followed
 - (iv) any Contract where a Good, Service or Construction has a total Acquisition Cost which exceeds \$30,000.00, PROVIDED THAT in the event of an Emergency, as defined in Part I, where Council is unable to meet immediately, the Mayor (or in the Mayor's absence, the Acting Mayor) or CAO may authorize aggregate procurements to deal with the Emergency of not more than \$20,000. Council shall be advised of any Emergency Procurement at its next meeting;

- (v) where a Request for Quotation, Proposal or Tender has been restricted to a single source of supply because standardization or compatibility is the overriding consideration.

4.7 TRADE AGREEMENTS

- 4.7.1 Procurement by the Township may be subject to the provisions of trade agreements.
- 4.7.2 Where an applicable trade agreement is in conflict with this By-law, the trade agreement shall take precedence, unless the Township qualifies for an exemption from such requirement.
- 4.7.3 Council is to be advised where a procurement action may not conform to an applicable trade agreement as early as possible in the procurement process.

4.8 CANCELLATION OF REQUEST FOR QUOTATION, PROPOSAL OR TENDER

- 4.8.1 A Department Head, with the concurrence of the CAO or CFO, 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.

PART 5 - PROCUREMENT PROCEDURES

5.1 GENERAL

- 5.1.1 The purchasing methods described in this by-law do not apply to the following Goods and Services:
 - (i) Employers General Expenses:
 - Salaries, wages and benefits;
 - Payroll Deductions Remittances;
 - Licenses;
 - Debenture or Loan Payments;
 - Grants & Donations;
 - Damage Claims;
 - Petty Cash Replenishment;
 - Tax Remittances;
 - Debentures and Long Term Debt
 - Debt and Bank Charges;
 - Utilities
 - On going vehicle maintenance
 - (ii) Training and Education:
 - Memberships;
 - Registration fees for conferences, conventions, courses and seminars
 - (iii) Refundable Employee/Councillor Expenses:
 - Meal Allowances;
 - Travel

- (iv) Professional, Consulting and Special Services
 - Committee Fees;
 - Legal fees and other Professional Services related to litigation or legal matters
 - Management consultants
 - Planning, Engineering and Architectural services
- (v) Implementation of The Emergency Plan.

5.1.2 The following are authorized procedures for the procurement of goods, services and construction:

| Procedure | Project Cost |
|--|------------------------------|
| Operational Purchases | \$3,000 or less |
| Operational Purchases with Purchase Order | \$3,001 to \$10,000 |
| Request for Quotation/Proposal | \$10,001 to \$30,000 |
| Request for Tender | Greater than \$30,000 |
| Request for Proposals, with permission | Greater than \$30,000 |
| Negotiation Method, with permission | Greater than \$3,000 |

5.1.3 Council has the authority to waive any part or parts of this By-law by resolution.

5.1.4 Lowest or any bid not necessarily accepted.

5.2 PURCHASES OF \$3,000 OR LESS

5.2.1 Department Heads shall have authority to make purchases to meet the requirements of the municipality for the acquisition of goods, services or construction having a value of \$3,000 or less.

5.2.2 Purchases shall be made from the competitive marketplace wherever possible.

5.2.3 All disbursements shall be evidenced by vouchers or invoices.

5.3 PURCHASES BETWEEN \$3,001 AND \$10,000

5.3.1 Requirements estimated at between \$3,001 and \$10,000 shall be handled by the Department Head obtaining 3 quotes from suppliers unless it can be demonstrated that:

- i) There are a limited number of suppliers for the goods being purchased so that obtaining competitive prices would not be meaningful; or
- ii) There is an advantage to purchasing goods and services from a particular supplier; or
- iii) It is an emergency purchase.

Approval from the CAO is required for purchases of less than \$3,000 if the appropriation is **not** included in the current budget. A Council resolution is required for purchases over \$3,000 if the appropriation has **not** been included in the current year budget.

- 5.3.2 The Department Head will request a minimum of three quotes, where possible, review the quotes to ensure compliance with the related procedures and established terms or conditions.
- 5.3.3 Purchase Orders must be completed and signed by the Department Head and Treasurer.
- 5.3.4 Purchase Orders over \$5,000 must also be signed by the CAO.

5.4 PURCHASES BETWEEN \$10,001 AND \$30,000 - REQUEST FOR QUOTATION/PROPOSAL

- 5.4.1 The Department Head shall prepare the prescribed form which shall include the following information:
 - i) The specifications for the goods and services required;
 - ii) The name and address of the municipality and person to whom the quotes/proposals should be directed;
 - iii) The date and time of closing for the receiving of quotes/proposals.
 - iv) Required delivery date.
- 5.4.2 Invitations to submit quotes/proposals shall be directed to a minimum of three suppliers. The Department Head shall keep a list of suppliers who have been invited to quote with the objective of getting the best value for the municipality.
- 5.4.3 Quotations/Proposals received by the Township must be in writing and shall include specifications of products/services being quoted upon, supplier's company name, name of individual supplying quote, date of quote, amount of quote and delivery date.
- 5.4.4 The Department Head shall prepare a Summary Form provided by the Township, which shall include specifications of products/services being quoted upon, supplier's company name, name of individual supplying quote, date quote received, amount of quote and delivery date from all quotations received.
- 5.4.5 Provided that the proposed expenditure is included in the approved current year budget of the Corporation or is a Council-approved project, the Department Head shall issue a Purchase Order approved by the Treasurer and CAO.
- 5.4.6 Where the proposed expenditure is **not** included or will exceed the allocation of funds in the approved current year budget of the Corporation, a Council resolution is required.
- 5.4.7 Quotes/Proposals shall remain confidential until after the date and time of closing has expired.

5.5 PURCHASES OF GREATER THAN \$ 30,000.00 - REQUEST FOR TENDER

- 5.5.1 A Request for Tender shall be used for purchases exceeding \$ 30,000 where all of the following criteria apply:
 - (i) two or more sources are considered capable of supplying the requirement;
 - (ii) the requirement is adequately defined to permit the evaluation of tenders against clearly stated criteria;
 - (iii) the market conditions are such that tenders can be submitted on a common pricing basis;
 - (iv) it is intended to accept the lowest priced responsive tender without negotiations.

- (v) sufficient funds are available and identified in appropriate accounts within Council Approved budgets; except in an emergency situation
 - (vi) the provisions of this By-law are complied with.
- 5.5.2 A Request for Tender shall be issued by;
- (i) advertisement in a publication with large commercial circulation and/or
 - (ii) an advertisement, at least once, in the local newspaper.
- 5.5.3 The Department Head will review all tenders against the established criteria and reach consensus on the final rating results.
- 5.5.4 A written report may be prepared and presented to Council recommending award of contract to the supplier meeting all mandatory requirements and providing best value as stipulated in the Request for Tender and is the lowest price.
- 5.5.5 Final acceptance of Tenders must be by resolution of Council.

5.6 PURCHASES OF GREATER THAN \$30,000 – REQUEST FOR PROPOSALS

- 5.6.1 Where there is a requirement to acquire goods or services of greater than \$30,000 that cannot be stated with the degree of certainty required for an exact specification, the Department Head may, with prior written approval from the Treasurer and CAO, issue a call for Requests for Proposals.
- 5.6.2 The Request for Proposal shall include the evaluation criteria to be used in the final awarding of the contract.
- 5.6.3 The procedures to be followed for the Requests for Proposals for purchases of greater than \$30,000 will be the same as those outlined in 5.4.1 through 5.4.4.
- 5.6.4 A written report shall be prepared and presented to Council recommending award of the contract to the supplier meeting all mandatory requirements, providing best value to the Township, and satisfying the evaluation criteria.
- 5.6.5 Final acceptance of Proposals under this Section must be by resolution of Council.

5.7 NEGOTIATION METHOD

- 5.7.1 Notwithstanding any other provisions of this By-law, the Department Head may enter into negotiations with one or more vendors for the purchase of goods or services over \$3,000 when any of the following conditions exist:
- (i) due to market conditions, the goods or services are in short supply.
 - (ii) there is only one source of the subject goods or services, or an exclusive right such as a patent, copyright or exclusive license applies to the item.
 - (iii) no bids or proposals were received under a competitive process.
 - (iv) all acceptable bids or proposals received under a competitive bidding process exceed the budgeted amount for those goods or services.
 - (v) no acceptable bids or proposals were received.
 - (vi) to ensure compatibility with existing products or to avoid violating existing service requirements, and the extension or re-instatement of an existing contract would be beneficial to the Township.
 - (vii) a single source is being recommended because it would be neither beneficial nor cost-efficient to competitively source the goods or services.
 - (viii) the nature of the service or commodity is suited to 'per unit' pricing, as opposed to total dollar value of the purchase.
 - (ix) When authorized or directed by Council.

- 5.7.2 Prior written approval shall be obtained from the Treasurer and CAO for the use of the Negotiation method, except in the case of 5.7.1 (ix).
- 5.7.3 When the Negotiation Method is used to select a supplier of goods or services, all other provisions of this By-Law relating to Council approval, preparation of purchase orders, and awarding of tenders by Council shall be followed.

PART 6 - TENDER AND CONTRACT ADMINISTRATION

6.1 SUBMISSION OF TENDERS

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

6.2 NO ACCEPTABLE TENDER OR EQUAL TENDERS RECEIVED

- 6.2.1 Where tenders are received in response to a request for Quotation/Proposal but exceed budget, are not responsive to the requirement or do not represent fair market value, a revised solicitation shall be issued in an effort to obtain an acceptable bid unless Section 6.2.2 applies.
- 6.2.2 The Council may waive the need for a revised Request for Quotation/Proposal and instruct the Department Head to enter negotiations with the lowest compliant bidder or the highest compliant bidder for a revenue-driven bid selection emanating from a bid solicitation under the following circumstances:
- (i) the total cost of the lowest compliant bid is in excess of the funds appropriated by Council for the project or the divisional highest responsive bid revenue is less than that made in appropriate accounts in the Council approved department estimates, and
 - (ii) Council agrees that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the bid solicitation.
- 6.2.3 The method of negotiation shall be those accepted as ethical practices.
- 6.2.4 If two equal bids are received, a means of breaking the tie consistent with the provisions of the solicitation shall be employed.
- 6.2.5 Factors to be considered in breaking the tie include:
- (i) prompt payment discount,
 - (ii) when delivery is an important factor, the bidder offering the best delivery date be given preference,
 - (iii) a bidder in a position to offer better after sales service, with a good record in this regard, be given preference,
 - (iv) a bidder with an overall satisfactory performance record be given preference over a bidder known to have an unsatisfactory performance record.

6.3 GUARANTEES OF CONTRACT EXECUTION AND PERFORMANCE

- 6.3.1 The Council may require that a bid be accompanied by a Bid Bond or other similar security to guarantee entry into a contract.
- 6.3.2 In addition to the security referred to in Section 6.3.1 above, the successful supplier may be required to provide;
- (i) a Performance Bond to guarantee the faithful performance of the contract, and/or

- (ii) a Payment Bond to guarantee the payment for labour and materials to be supplied in connection with the contract.
- 6.3.3 The Council and Department Head 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.
- 6.3.4 Prior to commencement of work and where deemed appropriate, evidence of Liability Insurance Coverage satisfactory to the Department Head must be obtained, ensuring indemnification of the Township of Seguin from any and all claims, demands, losses, costs or damages resulting from the performance of a supplier's obligations under the contract.
- 6.3.5 Prior to final payment to a supplier, a Certificate of Clearance from the Workplace Safety and Insurance Board shall be obtained, when appropriate, ensuring all premiums or levies have been paid to the Board to date.
- 6.3.6 The Department Head shall ensure that the guaranteed means selected will;
 - (i) not be excessive but sufficient to cover financial risks to the Township;
 - (ii) provide flexibility in applying leverage on a supplier so that the penalty is proportional to the deficiencies, and
 - (iii) comply with provincial statutes and regulations.
- 6.3.7 Financial bonds for contract performance shall only be required where the Township will be exposed to costs if the contractor does not complete the requirements of the contract.
- 6.3.8 If the risk to the Township is not adequately limited by the progress payment provisions of the contract, a minimum payment hold back of 10% shall be mandatory on all contracts exceeding \$ 30,000.00.

6.4 IRREGULARITIES CONTAINED IN BIDS

- 6.4.1 The process for administering irregularities contained in bids pertaining to all contracts shall be as set out in Schedule "D" (attached hereto and forming part of this By-law).
- 6.4.2 For an irregularity listed in the first column of Schedule "D", the response applicable to it is set out opposite to it in the second column.

6.5 CONTRACTUAL AGREEMENT

- 6.5.1 The award of contract may be made by way of an agreement, or as a Purchase Order.
- 6.5.2 A Purchase Order may be used when the resulting contract is straightforward.
- 6.5.3 A formal agreement is to be used when the resulting contract is complex and will contain terms and conditions.

6.6 EXERCISE OF CONTRACT RENEWAL OPTIONS

- 6.6.1 Where a contract contains an option for renewal, the Council may authorize the Department Head to exercise such option provided that;
 - (i) the supplier's performance in supplying the goods, services or construction is considered to have met the requirements of the contract;
 - (ii) the Council and Department Head agree that the exercise of the option is in the best interest of the Township; and

- (iii) funds are available in appropriate accounts within the Council approved estimates including authorized revisions to meet the proposed expenditure.
- 6.6.2 The request to Council to exercise contract renewal options shall include a written explanation as to why the renewal is in the best interest of the Township, include comments on the market situation and trend, and the report shall be approved by resolution of Council.

6.7 CONTRACT AMENDMENTS AND REVISIONS

- 6.7.1 No amendment or revision to a contract shall be made unless the amendment is in the best interest of the Township.
- 6.7.2 No amendment that changes the price of a contract shall be agreed to without a corresponding change in requirement or scope of work.
- 6.7.3 Amendments to contracts are subject to the identification and availability of sufficient funds in appropriate accounts within Council approved departmental estimates including authorized revisions, approved by resolution of Council.

6.8 EXECUTION AND CUSTODY OF DOCUMENTS

- 6.8.1 The CAO is authorized to execute all agreements in the name of the Township of Seguin and shall be responsible for the safeguarding of original purchasing and contract documentation for the contracting of goods, services or construction for which the award is made.

6.9 TERM OF COUNCIL

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

6.10 SURPLUS OR OBSOLETE EQUIPMENT OR SUPPLIES

- 6.10.1 Department Heads shall report to Council a list of any vehicles and equipment which are no longer used or which have become obsolete, worn out, or incapable of being used, and the Department Head wishes to dispose of.
- 6.10.2 Department Heads shall report to Council a list of any furniture, stocks of supplies, and other goods and materials which are no longer used or which have become obsolete, worn out, or incapable of being used, and have a value greater than \$1,000, and the Department Head wishes to dispose of.
- 6.10.3 Disposal of any items with an estimated value in excess of \$1,000 shall be approved by Council.

PART 7 - OTHER

7.1 ACCESS TO INFORMATION

- 7.1.1 The disclosure of information received relevant to the issue of bid solicitations or the award of contracts emanating from bid solicitations 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.

7.2 BY-LAW REVIEW

7.2.1 This By-law shall be reviewed by Council as soon as possible following a municipal election, to evaluate effectiveness of the procurement process and any other prescribed matter.

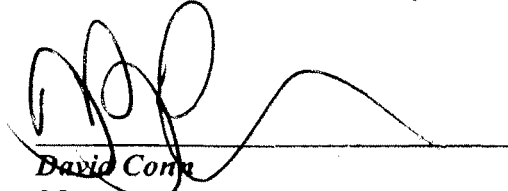
7.3 EFFECTIVE DATE

7.3.1 This By-law shall come into force and take effect on the date of passing.

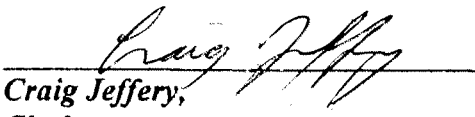
7.4 REPEAL

7.4.1 That all By-laws and Resolutions, or parts thereof, contrary hereto or inconsistent herewith of The Corporation of the Township of Seguin relating to various fees and services provided are hereby repealed.

READ a FIRST, SECOND and THIRD time, ENACTED and PASSED this 15th day of August, 2011.



David Coma
Mayor



Craig Jeffery
Clerk



TOWNSHIP OF SEGUIN

RR#2, 5 HUMPHREY DRIVE
 PARRY SOUND, ONTARIO P2A 2W8
 PHONE: (705) 732-4300 FAX: (705) 732-6347

Request for Quotation/Proposal

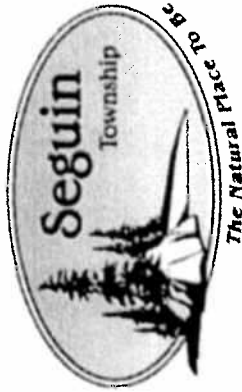
Deadline (date and time) for submission of quotation/proposal:

Specifications of item for which quotation/proposal is being requested _____ Delivery required by:

| Description of Product/Service | Name of Company/Business Supplying Quotation/Proposal | Name of Individual Supplying Quotation/Proposal | Date Submitted | Net Amount | Tax | Delivery Date |
|--------------------------------|---|---|----------------|------------|-----|---------------|
| | | | | | | |

Municipal Contact:

NOTE: Quotations/Proposals must be submitted on this form to the attention of the Municipal Contact as above.



TOWNSHIP OF SEGUIN

RR#2, 5 HUMPHREY DRIVE

PARRY SOUND, ONTARIO P2A 2W8

PHONE: (705) 732-4300 FAX: (705) 732-6347

Summary of Quotations/Proposals
Received

Specifications of item for which quotations were requested:

| Description of Product/Service | Name of Company/Business Supplying Quotation/Proposal | Name of Individual Supplying Quotation/Proposal | Date Received | Net Amount | Tax | Delivery Date |
|--------------------------------|---|---|---------------|------------|-----|---------------|
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SCHEDULE "D" TO BY-LAW NO. 2011-057

| | IRREGULARITY | RESPONSE |
|-----|---|--|
| 1. | Late Bids | Automatic rejection and not read publicly. |
| 2. | Unsealed Envelopes | Automatic rejection |
| 3. | Insufficient Financial Security (No deposit or bid bond or agreement to bond or insufficient deposit or bid bond or agreement to bond) | Automatic rejection unless, in the opinion of the Council and Department Head, the insufficiency in the financial security is trivial or insignificant |
| 4. | Bids not completed in non-erasable medium and signed in ink. | Automatic rejection |
| 5. | Incomplete bids (Part bids - all items not bid) | Automatic rejection unless, in the opinion of the Council and Department Head, the incomplete nature is trivial or insignificant |
| 6. | Qualified Bids (Bids qualified or restricted by an attached statement) | Automatic rejection unless, in the opinion of the Council and Department Head, the qualification or restriction is trivial or not significant |
| 7. | Bids received on documents other than those provided by the Township of Seguin | Automatic rejection unless, in the opinion of the Council and Department Head, the matter is trivial or insignificant |
| 8. | Bids containing Minor Clerical Errors | 48 hours to correct and initial errors |
| 9. | Execution of Agreement to Bond (Performance Security) Bonding company corporate seal or signature missing from agreement to bond | Automatic rejection |
| 10. | Execution of Bid Bonds (Financial Security) | |
| | (a) Corporate seal or signature of the bidder, or both, missing | 48 hours to correct |
| | (b) Corporate seal or signature of bonding company missing | Automatic rejection |

SCHEDULE "D" TO BY-LAW NO. 2011-057

| | IRREGULARITY | RESPONSE |
|-----|---|--|
| 11. | Other Bid Security - Uncertified Cheques | Automatic rejection |
| 12. | Documents – Execution | |
| (a) | Corporate seal and/or signature missing | 48 hours to correct |
| 13. | Erasures, Overwriting or Strike-Outs which are not initialled | 48 hours to initial |
| 14. | Uninitialled changes to the tender documents which are minor (example: the tenderer's address is amended by over writing but not initialled) | 48 hours to initial |
| 15. | Unit prices in the Schedule of Prices have been changed but not initialled and the contract totals are consistent with the price as amended | 48 hours to initial |
| 16. | Other mathematical errors, which are Not consistent with the unit prices | 48 hours to initial corrections as made by the Township of Seguin |
| 17. | Mistakes in Tendering On the application of the Tenderer and the demonstration of an error in the tender or the Tenderer's calculation sheet | Following consultation with the bidder and the Council/Department Head, where applicable and requested, the Council may allow the bid to be withdrawn and the bid deposit returned |
| 18. | Documents, in which all necessary Addenda, which have financial implication, have not been acknowledged | Automatic rejection |
| 19. | Other Minor Irregularities | Council and Department Head shall have authority to waive irregularities, which they jointly consider to be minor. |
| 20. | Any Irregularity | Despite the provisions herein contained, Council may waive any irregularity where it considers it to be in the best interest of the Township |

SEGUIN TOWNSHIP

By-Law 2011-057 Procurement Policies and Procedures

