

Township of Southgate Purchasing & Procurement Policy #5

April 3, 2019



Purpose:

To ensure and maintain the integrity of all purchasing processes, to obtain the best value for both the short and long term expenditures of public funds for the Township of Southgate through acquiring quality and/or lifecycle value through an efficient and effective procurement process.

Scope:

This policy will outline the guiding principles of public procurement and the approach that Township of Southgate's departments will take when procuring goods and services.

The Township shall:

1. Encourage competition amongst suppliers by using an open, transparent and fair process, while at the same time receiving best value and quality;
2. Develop policy to assist and provide direction to Staff, Vendors and Council relating to the procurement and selection process;
3. Be cognisant of Health & Safety when purchasing goods and services by requiring specifications and operational recommendations/requirements related to Ergonomics of equipment being used by our staff related to operations and maintenance best practices;
4. Be environmentally conscious through the purchase of all goods and services;
5. Strive to ensure ethical purchasing practices are used by all staff of the Township of Southgate;
6. Where practicable, provide accessibility for persons with disabilities when purchasing goods, services and construction on behalf of the Township; and
7. Endeavour to ensure contracted employees, third party employees, agents, and others who deal with members of the public on behalf of the Township meet requirements of Township policies, Ontario regulation 429/07 (Accessibility Standards for Customer Service Regulation) and Ontario Regulation 191/11 (Integrated Accessibility Standards Regulation) with regard to training.

Township of Southgate Purchasing Procedures:

This Policy will outline the guiding principles of public procurement and the approach that the Township of Southgate and its operating departments will take when purchasing goods and services.

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1.0 Definitions

In this Procedure, unless a contrary intention appears:

- a) "Agreement to Bond" means a letter or other form issued by a bonding agency licensed to operate by the Government of Canada or the Province of Ontario advising that, if the bidder is successful, the bonding agency will issue the required bonds;
- b) "Award" means the acknowledgement of the authority to proceed to commit to an external vendor(s) for acquisition of goods and services;
- c) "Best Value" means the optimal balance of performance and cost determined in accordance with a pre-defined evaluation plan. Best Value may include a time horizon that reflects the overall life cycle of a given asset;
- d) "Bid" means an offer or submission received from a vendor in response to a procurement process, which may be subject to acceptance or rejection;
- e) "Bid Deposit" means certified cheques, bond surety issued by a surety company or other form of negotiable instrument to ensure the successful bidder will enter into a contract;
- f) "Bidder" or "Respondent" means one who submits a response to an invitation to bid as issued by the Township;
- g) "Blanket Order Contract" means any contract for the supply of routinely purchased Goods and Services where the exact quantity of Goods and Services required is determined and purchased on an as needed basis;
- h) "CAO" means the Chief Administrative Officer of the Corporation of Township of Southgate;
- i) "Certificate of Clearance" from the Workplace Safety and Insurance Board (WSIB) means a certificate issued by an authorized official of the WSIB certifying that the Board waives its rights under subsection 9(3) of the Workers' Compensation Act, R.S.O. 1990, Chapter W.11 as amended;
- j) "Certificate of Insurance" means a certificate from a reputable insurance company licensed to do business in Ontario providing proof of insurance from the awarded bidder inclusive of the stipulated requirements within the procurement document.
- k) "Competitive Bidding Process" means a procurement method where three or more vendors are given an equal opportunity to submit bids in accordance with Township policy and procedures;

- l) "Conflict of Interest" in respect of any matter dealt with in this Procedure includes a situation where a personal or business interest of a councillor, officer or employee of the Township is in conflict, or is perceived to be in conflict, with the best interests of the taxpayers of Township of Southgate, and includes a direct or indirect pecuniary interest of any councillor, officer or employee of the Township, or their spouse, parent or child in any bid, or any corporation related to the bidder;
- m) "Contract" means a written agreement between the Township and another party for the purchase of goods, services, or construction pursuant to this Policy and the bidder response process;
- n) "Contractor" means an individual, business, organization, corporation or director or owner thereof who may supply goods, services or construction to the Township;
- o) "Council" means the municipal Council for the Township of Southgate;
- p) "Delegated Authority" means the Council-approved legal right to conduct the tasks outlined in this Procedure;
- q) "Department Manager" means the head of a department within the Township of Southgate who is responsible for the procurement processes of their respective division, or their designate;
- r) "Execute" in relation to any document developed pursuant to this Procedure means to sign by the authorized officers of the parties, and "Executed" has a corresponding meaning;
- s) "Goods and Services" includes supplies, materials and equipment of every kind required to carry out the operations of a department and/or division;
- t) "In House Bid" means a bid from an internal staff-working group, comprised of one or more persons, which competes with external entities for procurement opportunities;
- u) "Informal Quotation" means a request for prices on specific goods and/or services obtained informally from selected sources, which may or may not be submitted verbally, in writing, electronically or transmitted by facsimile;
- v) "Insurance Documents" means certified documents issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario certifying that the bidder is insured in accordance with the Township's insurance requirements as specified in the bid documents;

- w) "Irregularities Contained in Bids" is defined in Appendix "C" and includes the appropriate response to those irregularities;
- x) "Irrevocable Letter of Credit" means an irrevocable letter on the financial institution's standard form addressed to the Township as payee, and providing that the financial institution as pay or will pay to the Township as payee, on demand, the sum specified in the form in the event of a failure to perform or fulfill all the covenants, undertakings, terms, conditions and agreements contained in a contract;
- y) "Labour and Material Bond" means a bond issued by a surety company licensed to operate in the Province of Ontario to ensure that the contractor will pay his or her direct Subcontractors and/or Suppliers for labour and materials to protect the Corporation against liability to the contractor's direct Subcontractor and Suppliers should the Contractor not make proper payments;
- z) "Maintenance Bond" means a bond issued by a surety company licensed to operate in the Province of Ontario to guarantee against any possible defects (on contractor work) after the completion of a contract for a specified period of time.
- aa) "Manager" means the head of a department within the Township of Southgate who is responsible for the procurement processes of their respective division, or their designate;
- bb) "Negotiated Request for Proposals (NRFP)" means a process where a need is identified, but the method by which it will be achieved is unknown at the outset. This process allows vendors to propose solutions or methods to arrive at the desired result and allows the Township to negotiate a vendor(s) to achieve a solution with each proposal is evaluated based on defined criteria;
- cc) "Performance Bond" means a bond issued by a surety company licensed to operate in the Province of Ontario to guarantee that the contractor will carry out the work in accordance with the terms of the contract;
- dd) "Prequalification" means a solicitation for details on vendors' backgrounds, capabilities and resources, and the goods or services they are offering to pre-select vendors to be invited to submit bids on a subsequent competition;
- ee) "Price Per Point Methodology" means, in a subsequent stage of evaluation of the RFP process, the price of each applicable proposal is divided by the number of respective technical points received, to calculate the price per point of the proposal.

- ff) "Professional Service Supplier" means a supplier of services requiring professional skills for a defined service requirement including firms or individuals having specialized competence in engineering, environmental, legal, planning or other disciplines.
- gg) "Public Auction" means a sale of equipment or property through an auction sale method with a live auctioneer or through an internet bidding methods.
- hh) "Purchase Order Letter" means the purchasing authorization in the form of a letter or email used to formalize a purchasing transaction with a vendor;
- ii) "Request for Expression of Interest (EOI)" is a focused market research tool used to determine vendor interest in a proposed procurement. It may be issued simultaneously with a Request for Qualifications when the proposed procurement is well defined and the purchaser has clear expectations for the procurement;
- jj) "Request for Information (RFI)" is used prior to issuing a call for bids as a general market research tool to determine what products and services are available, scope out business requirements, and/or estimate project costs;
- kk) "Request for Proposal (RFP)" means a process where a need is identified, but the method by which it will be achieved is unknown at the outset. This process allows vendors to propose solutions or methods to arrive at the desired result and each proposal is evaluated based on defined criteria;
- ll) "Request for Qualification" is a procurement process used to prequalify vendors for subsequent participation in an invitational bidding opportunity, rotational roster or other prescribed method as may be appropriate;
- mm) "Request for Quotation (RFQ)" means a competitive procurement process for obtaining bids based on precisely defined requirements for which a clear or single solution exists, and in accordance with Schedule "A";
- nn) "Request for Tender (RFT)" means a competitive procurement process for obtaining bids based on precisely defined requirements for which a clear or single solution exists, and in accordance with Schedule "A";
- oo) "Respondent" or "Bidder" means one who submits a response to an invitation to bid as issued by the Township;
- pp) "Rotational Roster" means a list of pre-qualified Professional Service Suppliers or contractors, categorized by field of expertise or equipment quotations provided as recommended by staff and adopted by Council, which is utilized to select a vendor(s) to provide services to the Township based on a pre-disclosed list of

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services, for a specified time period of usually one year and no longer than three years, whereby the Department Manager proceeds based on pricing with the first vendor on the list for availability, then the second vendor on the list and progresses through the list until ;

- qq) "Management Team" is the group of staff consisting of the Clerk, Treasurer, Public Works Manager, Facilities Manager, Fire Chief, CBO, EDO, Librarian CEO and the C.A.O. of the Township of Southgate;
- rr) "Sealed Bid" means a formal sealed response received in response to a request for bids;
- ss) "Single Source" means more than one source is available but for reasons of function or service, one supplier is recommended for consideration of the particular goods or services;
- tt) "Sole Source" means when there is only one available supplier of the required goods or services;
- uu) "Supplier" means any individual or organization providing goods or services to Township of Southgate including but not limited to contractors, consultants, respondents, vendors, service organizations etc.;
- vv) "Township" means The Corporation of the Township of Southgate;
- ww) "Two-envelope approach" means a process in which a bid is submitted into two sealed envelopes. The technical and qualitative information is submitted in the first envelope and the price information is provided in the second envelope. The second envelope is only opened if the first envelope shows the bidder to be qualified, compliant and meeting the minimum evaluation rating if so established;
- xx) "Unsolicited Proposal" means submission from any source whereby a User Division believes that the proposal may be of benefit to the Township and the information has not been submitted in response to a bid call.
- yy) "User Department" means the department within the Township of Southgate that requires the goods, services or construction and for which the Manager or designate is the contact for the purpose of the procurement process;
- zz) "Vendor" means an individual, business, organization, corporation or director or owner thereof who may supply goods, services or construction to the Township;

- aaa) "Vendor/Consultant of Record" means a Vendor or consultant that has been acknowledged historically for an extended period of time (beyond a calendar year) and continues to provide services to the Township because of their expertise, historical knowledge provided in an advisory role, confidence of the services and quality of services as a supplier of goods and/or service history of technical files/records maintained on behalf of the Township that were awarded supplier status by Southgate or by one of the former amalgamated municipalities.

2.0 General

2.1 Administration

The CAO and Treasurer will administer this Policy.

2.2 Questions

Any question involving the meaning or application of this Policy is to be submitted to the Treasurer, who will resolve the question in consultation with the CAO, if needed.

2.3 Compliance

The following is a list of compliance issues that the Township must follow in relation to procurement and purchasing processes:

- a) No purchase shall be divided to avoid any requirements of this Policy. This does not preclude splitting of work within a project with different tasks or scope of work or objectives;
- b) Departments shall initiate purchases only for unique departmental requirements to ensure that purchases are not duplicated in other departments; and
- c) To take advantage of corporate purchasing power. When staff has decided that corporate purchasing power is a factor and the goods or services involve more than one department, the Treasurer may issue the bid document on behalf of all relevant departments.

3.0 Authorization

3.1 Authority to Award

Schedule "A", attached to and forming part of this Procedure, outlines the approval authority for awarding of Contracts for the procurement of goods, services and construction on behalf of the Township.

3.2 Authority for Payment

Southgate Council is the ultimate authority for all expenditures. Council provides the authority to initiate procurement processes for goods and services through the authorization of annual budgets, resolution or by-law. Authorization limits for payment are outlined on Schedule "A", attached to and forming part of this Procedure.

3.3 Calls for Bids or Quotations Before and After Approvals Received

Following the adoption of the current annual operating and capital budgets, and when required, the receipt of any necessary approvals from other federal, provincial or municipal

agencies, staff is authorized to use the appropriate procurement method for municipal goods and services.

Notwithstanding section 3.3, staff may use the appropriate procurement method for municipal construction projects and the acquisition of goods prior to the adoption of the capital budget by Council and before the receipt of necessary approvals from other federal, provincial or municipal agencies provided the procurement documents specifically state that the Award of purchase or contract is subject to receipt of such approvals. Staff is authorized to use the appropriate procurement methods to procure up to 50% of the gross expenditures contained in the first year of the current 5 year capital forecast.

4.0 Procurement Methods

The purchase of all goods and services, save and except those outlined in Schedule "D" to this Policy shall be undertaken utilizing one of the following methods of procurement, using standardized documents.

Notwithstanding the provisions of this Policy, every bid document issued by the Township shall contain a provision that the Township shall have the right to:

- a). Reject the lowest or any bid at its absolute discretion; and
- b). Reserve the right to reissue the bid document in its original form.

4.1 Informal Procurement Processes

Informal processes will be completed by the user department and shall include direct purchase or informal quotations. It will also include the Request for Quote process where CAO and/or Treasurer will assist in the document creation with the user department.

4.1.1 Direct Purchase:

Direct purchase, as described below, may be used when:

- The dollar value of the item is equal to or less than \$5,000;
- The item is not covered under a Blanket Order Contract; or
- The item is not available from the Township's existing inventory.

Staff is authorized to use a direct purchase method for making small order purchases from such vendors and upon such terms and conditions as their Manager deems appropriate. Direct purchase should be made using one of the following methods and in accordance with the policies associated with each:

- Purchase Order authorization letter or email, if required;
- A pre-arranged method whereby the Supplier has agreed to invoice the Township; or
- A corporate credit card; or
- Petty cash purchase.

4.1.2 Request for Quotation (RFQ)

RFQ procedures will be used when:

- The cost of the item is \$5,000 or greater, but not more than \$50,000;
- The ability exists to detail what is being purchased;

- Best Value for the Township can be achieved by an Award selection made on the basis of the lowest compliant bid that meets specifications; and
- It is the User department's responsibility to prepare the specification and create the Request for Quote. The User department will review the document prior to issuance with the CAO.

The RFQ method allows potential bidders to be invited to participate in the quotation process. The User Division is required to invite a minimum of three (3) bidders.

A fair and competitive process is undertaken whereby a minimum of 3 quotes (fax, mail, or e-mail) are sought where possible using fair and ethical purchasing practices, and the lowest compliant bid is awarded the Contract. The successful bids must be kept on file for a minimum of 6 years for auditing purposes and 1 year for unsuccessful proposals. Although a minimum of 3 quotes is sought, an open process without a minimum number of bids will be more competitive, and is encouraged. A summary of bids will be prepared and awarded to the lowest acceptable bidder subject to signed approval, as per Schedule "A". This summary will be kept with the Finance Department. Any irregularities resulting in rejection of a bid shall be documented and kept in the procurement file for that specific transaction.

4.2 Formal Procurement Processes

Formal processes will be issued by the department manager in consultation with the CAO and Council approval, and issue a request for tender or request for proposal document.

4.2.1 Prequalification of Technical Proposals

The prequalification process is an optional first step that can be used prior to the release of a Two Envelope NRFP procurement process. The prequalification option is first step when there are a variety of private sector technology or implementation solutions available. The prequalification process allows suppliers to introduce ideas and make recommendations, as well as the Township to research, gain knowledge, understand the system approach, determine best approaches, find possible solutions and value for specific project requirement before creating a defined technical specification for a Procurement process.

If in the opinion of the Township there is a desire to explore and prequalify bidders, to seek technical options, enhancement and designs to complete a project. This step is an option used to draw out contractor recommendations and to add value through reduced construction, implementation or maintenance costs, life cycle improvements, improved service capacity, etc., that would allow Southgate to consider ideas from these prequalifying of technical proposals. The prequalifying technical proposals submitted are evaluated for responsiveness, creativity and recommendations to the solicitation documents. A clarification and discussions meeting is held with all responsive bidders, and minutes of this meeting are prepared and distributed to all responsive bidders. The results of this meeting are used to finalize the technical specifications and the scope of work.

This initial optional for responsive bidders to the prequalification process are then invited to submit proposals for the procurement process to select a service provider based on the amended technical specifications and scope of work that will have more detailed information as a result of the prequalification process.

4.2.2 Request for Tender (RFT):

RFT or Tender purchasing process should be used where rigid procurement guidelines are clearly defined in detail and has little flexibility to alter the type of product or service received. Careful consideration, management discussions and justification should be undertaken by staff prior to using a RFT as a purchasing method. If an RFT is used it must fit the following criteria:

- The cost of the item is greater than \$50,000.00;
- The ability exists to detail what is being purchased; and
- Best Value for the Township can be achieved by an award selection made on the basis of the lowest compliant bid that meets minimum specifications.

The Department is responsible to provide detailed specifications and RFT bid documents to the Council, CAO and Treasurer for approval. The Department Manager shall incorporate the specification section, administer the Request for Tender and coordinate the tendering process.

All RFTs shall be advertised in accordance with Section 6.0 of this Policy.

4.2.3 Request for Proposal (RFP) and Negotiated Request for Proposal (NRFP):

RFP procedures shall be used when:

- The solution to the requirement cannot be accurately specified;
- Innovative solutions are required;
- To achieve Best Value, the Award selection will be made based on a fully disclosed evaluation method involving a combination of mandatory and desirable requirements. See Section 4.3.8 for more detail on NRFP negotiations parameters.

The NRFP method of purchase is a competitive method of purchase that may result in further negotiation with the short-listed and/or successful bidder prior to contract being finalized

Terms of Reference for RFPs that will have a long-term or large scale, community wide impact, or where community input may be sought (i.e. studies, master plans or other projects leading to Procedure development) will be reported to the appropriate standing committee and approved by County Council prior to being issued.

The department shall provide the Terms of Reference section of the RFP and incorporate it into the approved Request for Proposal process.

All RFPs shall disclose the evaluation criteria that will be used to make an Award. Weighted value of the criteria is often disclosed in the Bid documents. In all situations where the weighted value of the criteria is not disclosed in the Bid documents, the weighted value shall be determined by the Department with input from CAO prior to the RFP being issued.

The Department Manager and/or the CAO shall maintain a list of suggested evaluation criteria for assistance in formulating an evaluation scheme using a RFP. This may include, but is not limited to, factors such as qualifications and experience, strategy, approach,

methodology, scheduling, past performance, facilities, equipment, and pricing. Weighting of the criteria will be the responsibility of the Department Manager, with input from the CAO and Treasurer where required.

The Department Manager may identify appropriate criteria from the list maintained by the CAO for use in an RFP, but are not limited to criteria from the list. Cost will always be included as a factor, as Best Value includes both quality and cost.

The weighting of the Cost section of the evaluative criteria should not exceed 30%, but there may be cases where it will be recommended to be higher than 30%.

All RFPs shall be advertised in accordance with Section 6.0 of this Policy.

A Two-Envelope Approach should be considered for RFPs. Purchasing will initiate discussion with user group to decide appropriate approach. A Price per Point Methodology should be used to evaluate RFP submissions.

All RFPs will be received by the Treasury Department, in a Sealed Bid format and placed in a secure location until the time of opening.

Public openings are not required with RFP process. When a public opening is deemed necessary, only the name of the bidders submitting responses to the RFP will be read. Details of the proposals or any financial information will not be publicly disclosed at the opening.

An Evaluation Committee, composed of a minimum of two Township staff members, and where applicable one consultant who is overseeing the project, shall review all proposals against the established criteria, reach consensus on the final rating results. One member of Treasury staff will facilitate the scoring process of the submissions. Supporting documents will be forwarded to purchasing and kept in the respective procurement file.

The Department Manager or CAO shall submit a comprehensive report to Council which will contain a recommendation for award to the bidder meeting all mandatory requirements and providing Best Value as stipulated in the RFP.

Public reporting will not include summaries of bids, as this information will remain confidential. Any public disclosure of information shall be made by the Clerk in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990.

Unsuccessful proponents may, upon their request to the Department Manager, meet with staff to review their bid submission. Discussions relating to any other bid submissions other than that of the proponent present, will be strictly prohibited.

4.2.4 Two Envelope NRFP

The Two Envelope NRFP procurement is a process where technical and financial proposals are submitted simultaneously. A key feature of this procurement method is that the

submission of proposals takes place in two stages. Another feature of the Two Envelope process is the bidders can assist in defining the technical requirement and the scope of work.

The Two Envelope NRFP procurement process is best used for the procurement of goods, services and construction works where there is flexibility and interest in accepting concepts and designs to complete a process. The following are the steps in the process:

1. The responding bidders submit technical and financial proposals as requested at the same time.
2. The technical proposals are evaluated first, and the financial proposals remain sealed and secured for a public opening.
3. Firms achieving the minimum technical qualifying mark or greater, as stated in the call for proposals, are then invited by notice to attend the public opening of their financial proposals.
4. Financial proposals are then evaluated, and the firm achieving the highest score on the combined technical and financial proposals evaluation is invited to contract negotiations.
5. If negotiations fail, the next highest ranked firm is called for contract negotiations.

4.2.5 Consultant Developed Tendering

Consultant Developed Tendering is used for larger projects that are very technical in nature and require engineered design, technical inspection and contract management of the project. It is often referred to as Engineering, Procurement, and Construction Management, and is a specialized form of tendering and contracting arrangement. In this arrangement, the Township selects a consultant service provider who provides the engineer and contract management services for the whole project on behalf of the municipality. The consultant coordinates all design, creation of tender documents, oversees the procurement process, provides contractor recommendation, site inspection, manages construction site meetings, financial project management of progress payment certificates and hold backs to ensure the project is completed as required by the tender documents. The consultant does not undertake actual site work for the construction project. Some Consultant Developed tenders will require a document fee because of and based the size of the document and to ensure those taking out these large documents are serious about responding to the call for bidder responses.

4.3 Other Procurement Processes

4.3.1 Blanket Order Contracts

Blanket Order Contracts occur as a result of a previous competitive bid, which establishes the successful bidder as the preferred source for a product, over a specified term.

A Blanket Order Contract may be used where:

- One or more divisions repetitively order the same goods or services and the actual demand is not known in advance;
- 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;

- It is beneficial for the municipality to enter into a multi-year contract for goods or services to provide efficiencies or economies of scale; and
- To establish prices and select sources, Managers shall employ a procurement method contained in this Procedure for the acquisition of goods and services.

The User Department shall maintain each contract in accordance with its terms and conditions and this Procedure. Blanket Order Contracts should, when applicable, define source and price with the selected supplier(s) for all frequently used goods or services.

More than one supplier may be selected where it is in the best interest of the Township and the Bid solicitation allows for more than one.

Purchasing action initiated by a division for frequently used goods or services shall be made with the supplier(s) listed in the Blanket Order Contract.

In the bid documents, the expected quantity of the specified goods or services to be purchased over the time period of the agreement will be as accurate an estimate as practical and be based, to the extent possible, on previous usage adjusted for any known factors that may change usage.

The term of a Blanket Order Contract will be determined in conjunction with the User Division. A Blanket Order Contract will not extend past five years (plus one additional year extension if specified in the contract) without the bid solicitation process being conducted.

4.3.2 Rotational Rosters

A Rotational Roster is the result of a competitive bidding process, which prequalifies vendors to be placed on a list where they will be provided an equal opportunity to perform work for the Township as it becomes available.

Rotational rosters can only be utilized where budget is predetermined for either maintenance or capital projects. Once vendors have been selected through the prequalification and evaluation processes, they are placed on a roster based on an undisclosed score. The number of vendors placed on a rotational roster should reasonably reflect the requirement over a period of three years.

Only those vendors placed on the roster will have the opportunity to perform work. Rotational Rosters may only be used to obtain Service Suppliers. When services are required the appropriate roster is utilized to select the service provider. Subsequent service requirements will follow the same process allowing the next vendor on the list the opportunity to perform work for the Township. If a vendor declines a specific project, that vendor moves to the bottom of the roster as if the vendor had accepted the project.

The User Department in accordance with the goals and objectives of this Procedure shall maintain Rotational Rosters.

A Rotational Roster will be valid for a period no longer than three years from the date it was established, at which time the competitive bidding process will be conducted to re-

establish the roster. Purchases awarded to a vendor on a rotational roster shall not exceed \$25,000 per project.

4.3.3 In House Bidding

The Township will not consider In House Bids for goods and services that compete with the private sector during any procurement process.

4.3.4 Unsolicited Proposals

Unsolicited bids received by the Township shall be reviewed by the respective Department Manager and the Treasurer. Approval authority shall be in compliance with Schedule "A". Unsolicited proposals must be in writing, detailing information on a product or service that may provide the Township with significant value and/or savings. Unsolicited proposals may be accepted and a contract entered into for a maximum of one year, without a competitive bid process, providing the total annual expenditure is less than \$5,000.

4.3.5 Cooperative Purchasing with Municipal Partners

The Township supports membership in organizations that supports any other cooperative initiatives such as LAS and the County of Grey Purchasing deems as beneficial to the County and the lower tier municipalities. The Department Manager has the authority to participate with other units of government (such as Vendors of Record provided by the Ministry of Government Services or legislated cooperatives) in their initiatives for cooperative purchasing and bulk buying of goods and services. The policies of the public authorities calling the cooperative Bid solicitation are to be the accepted Procedure for that particular purchase unless additional terms specific to the Township are negotiated with the successful bidder. Approval authority shall be in compliance with Schedule "A".

4.3.6 Sole and Single Sourcing

Sole Sourcing is a method of procurement whereby a purchase is confirmed with the supplier or contract awarded without a competitive bidding process due to the fact that the supplier is the only source of supply for the required goods or services. Sole Sourcing will be permitted if one or more of the following circumstances apply:

- One supplier/contractor possessing the unique ability or capability to meet the requirements of the Corporation due to a patent, sales/distributor agreement or copyright;
- Service is obtained from a public utility;
- The supply relates to necessary unique replacement parts from an exclusive source of supply;
- The supply relates to the purchase of parts that must be compatible with goods previously supplied, and there are no reasonable alternatives to the products;
- To maintain warranty or service agreement compliance for purchased products; and
- When the required item is covered by an exclusive right such as a patent, copyright or exclusive license.

Single Sourcing is a method of procurement whereby there is more than one vendor able to supply and the order is confirmed or contract awarded without a competitive bidding

process. Single Sourcing will be permitted if one or more of the following circumstances apply:

- Disclosure of information in an open contract competition would breach some duty of confidentiality or compromise security;
- The compatibility of a Purchase with existing equipment, product standards, facilities or service is a paramount consideration;
- There is an absence of competition for technical reasons and the Goods and/or Services can only be supplied by a particular Supplier;
- An unforeseeable situation of urgency exists and the Goods and/or Services cannot be obtained in time by means of open procurement procedures;
- The Corporation has a rental contract with a purchase option and such purchase option is beneficial to the Corporation;
- For matters involving security, police matters or confidential issues, in which case a purchase may be made in a manner that protects the confidentiality of the Supplier or the Corporation;
- There are no bids in response to a Bid Solicitation;
- A roster for Professional Services has been developed in accordance with the Purchasing By-law;
- When competitive procurement may be found to be impractical
- Where a good is purchased for testing or trial use and there is a clearly established deadline for the testing or trial period that does not exceed 12 months;
- Where construction materials are to be purchased and it can be demonstrated that transportation costs or technical considerations impose geographic limits on the available supply base, specifically in the case of sand, stone, gravel, asphalt, compound and pre-mixed concrete for use in the construction or repair of roads (Broader Public Sector Guidelines - section 10.3.4.2.1 Single Sourcing); and
- When an urgent procurement is necessary for fulfilling a statutory order issued by a federal or provincial authority (i.e. compliance order).

The use of Sole and Single Sourcing with a particular vendor exceeding \$5,000 must be reported to Council. Any single or sole sourcing with an amount between \$5,000 and \$50,000 must be reported to Finance Department and CAO by applicable Department Manager if in budget. In order for a division to sole or single source for goods or services exceeding \$50,000, an staff report must be presented with finance input and approved by Council, outlining the rationale. Input must be sought from the CAO and Treasurer to ensure the purchasing principles in this Procedure are taken into consideration and risk to the Township is minimized. Approval authority shall be in compliance with Schedule "A".

4.3.7 Selecting or Renewing Vendors of Record as Service Providers

These types of suppliers are Professional Consultative Services, categorized by fields of expertise, required credentials for the service and certifications that are maintained as a requirement by the municipality for engineering, financial, human resources, information technology (IT) and legal types of services. These types of services would be selected

through a process or retained as a result of historic performance that would be recommended by staff and adopted by Township Council.

A Vendor of Record is selected to provide a specific scope of services, based on their profession field and experience to the Township. To select a new Vendor of Record, a Request for Proposal process would be used to determine the successful consultant service provider for a period of up to 3 to 5 years. Staff may with a staff report recommendation to Council request and extension of Service of a Vendor of Record for up to 3 to 5 years with updated pricing rates quotation for services. The selection criteria would be based on the proposal pricing, organizational expertise, staff complement to deliver the services required, specializations related the specific services required, sub-contracted services, references and past experience of the Township of Southgate if applicable.

- History of technical files and records maintained;
- Knowledge base they could provide to the Township;
- Consistency of the support provided in an advisory role; and
- Confidence in the services provided to the Township based on past experience.

A Vendor of Record shall annually provide 60 days prior to the start of a calendar year a quotation of their hourly rates for each service or specialized service provider partner working for them, to the Township. When requested, each Vendor of Record shall provide a quotation for each new project or open file, to include an itemized description of the scope of work, project requirements, with milestone and project completion timelines for projects or files with a budgeted cost of over \$10,000.00. If the project or scoped work quotation cost is over \$10,000.00 and less than \$50,000.00 annually, it may be approved through the annual Township capital and operating budget approval process. If the cost is greater than \$50,000.00 a formal proposal from the service provider would need Council approval.

4.3.8 Negotiation or Best and Final Offer Purchasing

Negotiation may only be used under the following circumstances:

- Those outlined in sole and single sourcing;
- As a result of an NRFP and RFQ processes, if required;
- With respect to RFTs, the Township may enter into negotiations with the lowest compliant bidder if the price bid is over the budgeted amount for the project. Should the Township be unable to reach an agreement with the lowest compliant bidder, the Township reserves the right to enter into negotiations with the next lowest compliant bidder, to cancel the bid opportunity or to present a report to Council as per Section 9.00 – whichever is deemed to be in the best interest of the Township;
- There is only one source of supply;
- A particular vendor is being recommended because they have provided a proposal with more cost-effective or beneficial options or services; and
- All bids received failed to meet the specifications and/or tender terms and conditions and it is impractical to recall tenders or formal quotes.

It is the responsibility of the Department Manager, Treasurer and CAO to ensure that all competitive bidding options have been considered prior to the negotiation method being utilized.

The following conditions must be inserted as conditions in every RFT, RFQ and NRFP document released by the Township for acceptance by the bid respondents in the selection process terms section:

Notwithstanding any other provisions of this procurement process, the Township's CAO and the Department Manager may enter into negotiations with the flexibility to consider vendor proposals with one or more bidders for the supply of goods or services when any of the following conditions exist:

- a) Due to market conditions goods or services are in short supply;
- b) There is only one source of the subject goods or services;
- c) Two or more identical acceptable low bids have been received;
- d) Efforts at breaking identical bids have previously been unsuccessful and the same goods or services are required again;
- d) All compliant bids exceed the amount budgeted for the goods or services;
- e) The Township is unable to reach an agreement with the selected bidder, and further reserves the right to enter into negotiations with the next selected bidder;
- f) All bids received are not compliant;
- g) The extension or reinstatement of an existing contract would be more cost effective or beneficial to the Township;
- h) A particular vendor is being recommended because they have provided a proposal with more cost-effective or beneficial options or services;
- i) When it is necessary to ensure compatibility with existing products or to avoid violating warranty and/or guarantee requirements when service is provided; or
- j) When authorized by Council.

4.3.9 Procurement for Mission Critical Operations

Notwithstanding the provisions of this policy, a mission critical purchase shall be made, when an event occurs that is determined by the CAO in consultation with the Treasurer and the Department Manager to be a threat to any of the following:

- An imminent or actual danger to the life, health or safety of an official or an employee while acting on the Township's behalf;
- An imminent or actual danger of injury to or destruction of real or personal property belonging to the Township;
- The welfare of persons or of public property;
- The security of the Corporation's interests and the occurrence requires the immediate delivery of goods or services and time does not permit for competitive Call for Bids;
- An unexpected interruption of an essential public service;
- A spill of a pollutant as contemplated by Part X of the Environmental Protection Act, R.S.O. 1990, Chapter E.19;
- Mandate of a non-compliance order;

- Where, in the opinion of the CAO, the Treasurer and the appropriate Department Manager, a mission critical has occurred;
- Non-competitive procurement or negotiation methods may be utilized;
- A purchase or contract in excess of the preauthorized expenditure limit may be issued; and
- Any purchase or contract issued under such conditions together with a source of financing shall be justified and reported by the Department Manager or CAO to the next Council meeting following the date of the requisition.

4.3.10 Procurement during Declared Emergencies

Notwithstanding the provisions of this by-law, an emergency purchase shall be made, when an event occurs that is determined by the Emergency Management Team to be a Public Emergency and community threat. The activation of the Township's Emergency Management Plan as defined by the Emergency Management Act, R.S.O. 1990, Chapter E.9 will have been activated and may use or follow these procurement options and reporting processes:

- Non-competitive procurement or negotiation methods may be utilized;
- A purchase or contract in excess of the preauthorized expenditure limit may be issued; and
- Any purchase or contract issued under such emergency conditions shall be justified and reported by the Department Manager or CAO to the Emergency Management Team at the next available Control Group meeting following the requisition; and
- The Treasurer or a designate will record and track all emergency procurements for reporting and payment purposes.

4.3.11 Non-Competitive Purchases

Under the direction and control of Purchasing, the requirement for competitive bid solicitation for goods and services may be waived under the authority of this Procedure and replaced with negotiations as it relates to the circumstances within section titled "Single and Sole Sourcing".

4.3.12 Request for Expression of Interest

Requests for Expression of Interest may be issued to obtain information on the availability and interest of suppliers of any goods or services. Requests for Expression of Interest may or may not result in the development of a list of available suppliers.

Requests for Expression of Interest are used to assess Supplier capabilities, or to conduct market research, without the intention of evaluating the responses or awarding a contract. An RFEI may not be used to pre-qualify a potential Supplier and must not influence their chances of being a Successful Bidder on any subsequent purchasing opportunity. The information received may be used for the purposes of developing future documents for a subsequent competitive process.

4.3.13 Request for Pre-Qualification (RFPQ)

RFPQ may be issued to prequalify vendors for various projects or purchases. The purpose of a RFPQ is to determine whether the qualifications of a bidder, as required by the Township, are at a level that will allow participation in a subsequent bidding opportunity that takes place as a direct result of the Request for Pre-Qualification.

An RFPQ may be issued to pre-qualify Vendors for various projects or purchases. The purpose of an RFPQ is to determine whether the qualifications of a Bidder, as required by the Township, are acceptable in order to allow participation in a subsequent bidding opportunity that takes place as a direct result of the Request for Pre-qualification. A Vendor may be pre-qualified by providing an acceptable response to a Request for Pre-Qualification or a Request for Roster Candidates (RFRC). Selection of pre-qualified vendors will be based on fully disclosed evaluation criteria, which may include: experience from similar work; verification of applicable licenses and certificates; financial capability and others.

As a result of pre-qualification, the Township will only allow those pre-qualified Vendors to participate in the bidding process for the scope of work and/or services as specified in the RFPQ or RFRC document.

Pre-qualification may be done on a project specific basis; for a group of projects that are similar in scope for which the same category of Supplier would be utilized; or for Roster development.

4.3.14 Request for Information (RFI)

RFI may be issued by the Township in conjunction with Purchasing to provide staff with an understanding of potential solutions/needs.

An RFI may be issued in advance of a formal bid process to assist in the development of a more definitive set of terms and conditions, scope of work/service and the selection of qualified Vendors. RFI may or may not lead to a formal bid process.

4.3.15 Time & Material Request for Proposals (TM-RFP)

TM-RFP may be issued by the Township as a procurement option with other Purchasing tools, with a justification report and Council approval. This procurement is an option to provide staff with potential solutions for building upgrades and/or design builds, to achieve project cost savings by the Township accepting the unknown risks that contractors normally assume and build into their bid pricing. The contractors bid their labour rates, commit to material pricing rates and quote percentage fee charges on subcontractors and materials to cover project management to cover overhead and profits factors.

When using the TM-RFP the selection process needs to be weighted with greater importance on contractor references, quality of work, approach to the project, prequalification analysis through interviews to assess the contractors history related to project completion commitments and trust during previous work, subcontractors information, project timelines, project management, larger equipment pricing, etc. and less weight on the project bid pricing. Refer to Appendix "G" for sample TM-RFP Pricing Submission form, that can be included as an option in a Project RFP for a pricing response.

4.3.16 Public Auction Sale Procurement Approval

The Township may select an auction sale as a procurement method when purchasing equipment or property. The level of approval required for Public Auction purchasing will follow the Authority to Award guidance in Schedule A as the financial threshold in dollars. Where Council approval is required the Department Head will provide a staff report to Council providing a needs justification and the ability to fund the cost of the item from reserves and/or DC funds. Staff will also create a report for the same Council meeting in a closed session to provide information about an upside bid price recommendation the Township is willing to pay. Staff in the report to Council shall provide a funding plan to support the auction item purchase. Staff shall receive direction from Council on the maximum bid price only as a closed session discussion, subject to the equipment or property being in the approved annual operating budget estimates or the 10 year capital projections or by amending the current years budget.

5.0 Fees

The Township may charge a nominal fee for bid documents that required extensive charting, printing or plotter use etc. This fee will be in accordance with Township's Fees and Charges By-law and when referenced in the bid documents. Refer to Section 4.2.5 related to Consultant Developed Tendering which in some cases charge a document fee because of and based the size of the document and to ensure those taking out these large documents are serious about responding to the call for bidder responses.

6.0 Risk Management

6.1 Bid Deposits/Bid Bond Assurance

The CAO and Treasurer, in consultation with the User Department, will determine whether a Bid Deposit will be part of the bid submission requirements. The amount of the Bid Deposit, if required, will be reflective of the project budget while offering adequate protection to the Township in case of default by the bidder to execute a project contract if. The determination for requiring Bid Deposits and Securities will be based on the project type, value of the project and discretion based on vendor history.

1. Project Type:

Bid deposits and securities are required for procurement project or service is delivered that requires manpower and equipment supplied vendor to complete the installation or construction of a bridge, a well, paving, watermain, etc. to achieve the final results, subject to the scope and value of the project.

Bid deposits and securities are not required for procurement of a product, equipment or service when delivered without the requirement of on-site installation or construction is relied on to achieve the final results. The purchase of grader, waste collection truck, chlorine, etc. would be exempt from requiring a Bid Deposits and/or Security.

2. Value of the Project will determine the amount of securities if required based on the following criteria:

- Security of 10% required at staff's discretion of the tender value of the project is over \$100,000;
- Security of 5% at staff's discretion of the tender value of the project is over \$50,000 and less than \$100,000;
- Security of 5% at staff's discretion if the tender bid is less than \$50,000; and
- Staff's discretion for the requirement of securities is based on the need for leverage to ensure contractors complete the project in a timely and complete manner. When requiring securities it is important to realize that the requirement for securities comes with an increase in the cost of the project bids, but ensures project is completed according to the terms and conditions in the tender document.

Bid Deposits if required will be provided, in their original form, in one of the following methods and shall be clearly specified in the bid documents:

- Certified cheque made payable to the Township of Southgate;
- Bank draft made payable to the Township of Southgate;
- Money order made payable to the Township of Southgate;
- A Bid Bond or an Agreement to Bond issued by a bonding agency currently licensed to operate in the Province of Ontario naming the Township of Southgate as the obligee;
- An irrevocable and unconditional letter of credit naming the Township of Southgate as the beneficiary; or
- Bid Bonds and Agreements to Bond must be irrevocable for a minimum of sixty (60) days but can be requested to remain irrevocable for a longer period at the discretion of the User Department.

The Township will not pay interest on any Bid Deposits, and all Bid documents issued by the Township shall include a statement to this effect. All Bid Deposits must be original, signed documentation. Photocopies and facsimiles are not acceptable. Only when the request allows for electronic bid submissions, will a scanned copy of the bid deposit be acceptable.

The Township is authorized to access any Bid Deposit in its' possession that is forfeited as a result of bid withdrawal after closing.

The Township will return all bid deposits with the exception of the 2 lowest bids within 30 days of the closing date. Once a contract has been awarded, all but the lowest bid deposit will be returned. The Township reserves the right to utilize the awarded companies bid deposit as a performance bond.

6.2 Security Holdbacks & Other Maintenance/Warranty Guarantees

The CAO and Treasurer, in consultation with the Department Manager 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.

The Township may request securities as a Performance, Labour & Material or Maintenance Bond for no less than 50% of the bid amount for any procurement anticipated to be over \$100,000 or a payment holdback for 90 day warranty period past the completion/acceptance of the finished project.

- Performance Bond, to guarantee the faithful performance of the Contract;
- Labour and Material Bond to guarantee the payment for labour and materials that are supplied by the contractor through direct suppliers and subcontractors in connection with the contract; or
- Maintenance Bond to guarantee the fulfillment of the contractor's obligation under the warranty clause of the contract.

The Township shall require sufficient security holdbacks & other maintenance/warranty guarantees to cover financial risks to the Township;

- Provide flexibility in applying leverage on a supplier so that the penalty is proportional to the deficiencies; and
- comply with provincial statutes and regulations.

Stipulated by the Construction Lien Act as amended, a minimum payment holdback of 10% shall be mandatory on all construction Contracts exceeding \$500,000. Additional holdbacks may be permitted in compliance with other Township policies as applicable. Holdbacks will be released by the Treasurer or designate, upon receipt of a written notice, executed by the User Department Manager or designate, to approve release of the holdback.

Holdbacks for deficiencies shall be taken into consideration so as to ensure the deliverables are aligned with the payment being issued. It is the responsibility of the contract manager/project owner to ensure that approved invoices reflect an adequate reduction for applicable deficiencies prior to the invoice being certified for payment and submitted to the Township for processing. It is the responsibility of the contract manager/project owner to notify the Contractor of the holdback to address the deficiency.

Prior to providing notice to release the holdback, the contract manager/project owner must ensure:

- All terms and conditions of the contract have been completed to the satisfaction of the User group.
- Receipt of clearance from the WSIB for any arrears
- Receipt of Statutory Declaration of progress payment distribution by the contract
- All requirements of the Construction Lien Act (as amended) have been satisfied.

6.3 Insurance

Prior to execution of the contract, or where deemed appropriate by the Township's Insurer, the Treasurer or User Department, evidence of satisfactory insurance coverage must be obtained from the bidders insurance agent or broker, ensuring indemnification of the Township of Southgate from any and all claims, demands, losses, costs or damages resulting from the performance of a Supplier's obligations under the Contract.

All standard bid documents must indicate the insurance requirements to be provided by the successful bidder.

The appropriate insurance coverage shall be determined by Treasurer in consultation with the User Department, maintaining an adequate amount of protection to the Township. In the event of an unusually large project budget the Township staff may recommend a higher insurance limit to cover the risks adequately.

All hired Contractors/Service Providers must supply a Certificate of Insurance (COI) confirming the required coverage to the User Department, which will forward it to Treasurer. The certificate must include, as a minimum, naming the Township as an additional insured inclusive of a cross liability clause. The successful bidder is required to keep in force the required insurance requirements throughout the course of the project and will not allow the COI to lapse, or change, without giving thirty days written notice to Township's Treasurer.

Insurance limits may be based on the recommendations of the Township's Insurer.

The type of insurance required will be relevant to the goods, services or construction being purchased. Requests for insurance may include but are not limited to:

- Commercial/general liability;
- Automobile liability;
- Homeowners liability Procedure (for leasing of facilities, entrance permits, etc.); and/or
- Professional errors and omissions liability.

6.4 Bidder's Risk – Liquidated Damages and Penalties

Should the Township require a defined delivery date as part of the bid document's conditions and the project is not completed or the product not delivered, the provisions of this policy shall apply to that specific procurement. Should the Supplier encounter difficulties that may prevent them from delivering on time or the agreed to equipment/product quality, the supplier shall notify the Township thereof immediately, stating the reasons. In addition, in case of fault of the supplier the Township shall be entitled to demand compensation of a liquidated damages amounting to 1.0% of the value of the late goods/services per started week (7 days) of delay up to a maximum of 10% of the entire value of the order or project. The liquidated damages shall be set off against any claims for damages dues to late delivery. The liquidated damages may be applied as a credit by the purchaser against contracted agreed price has paid in full. The Supplier shall bear the performance risk until acceptance of the Purchaser of the project being complete, to which the goods shall be delivered in accordance with the contract.

6.5 Exclusion of Bidders in Litigation

The Township may, in its absolute discretion, reject a bid or proposal submitted by the bidder prior to or after bid opening, if the bidder:

- Is a party to litigation with the Township; or
- Directly or indirectly, including by common ownership or control or otherwise, is related to a party to litigation with the Township; or

- Intends to use a sub-contractor in respect of the specific project who is a party to litigation with the Township; or
- Who, directly or indirectly, including by common ownership or control or otherwise, is related to a party to litigation with the Township.

For the purposes of this section, the phrase “party to litigation with the Township” includes cases in which the bidder or prospective bidder or any of the parties named above, have advised the Township in writing of their intention to commence litigation, or have commenced or have advised the Township of their intention to commence an arbitrational process, against the Township.

Bids from any bidder in any of the above circumstances may be rejected as non-compliant. In determining whether or not to reject a bid under this section, the Township will consider whether the litigation is likely to affect the bidder’s ability to work with the Township, its consultants and representatives, and whether the Township’s experience with the bidder in the matter giving rise to the litigation indicates that the Township is likely to incur increased staff and legal costs in the administration of the Contract if it is awarded to the bidder.

6.6 Suspension of Bidders Due to Performance

The Township, when appropriate may suspend the rights of any vendor or its affiliates to bid on any requirement, where the prior performance of the vendor has been unsatisfactory. Unsatisfactory performance shall include, but not be limited to, a failure to meet contract specifications, terms and conditions, as well as health and safety violations.

A vendor whose bidding rights have been suspended may request, in the form of a letter to the Township, reinstatement of bidding rights at any time after their suspension specified in the written notice given.

6.7 Pecuniary/Conflict of Interest

It is the responsibility of all Township staff or Council members involved in bid evaluation and selection to disclose any inherent or potential Pecuniary/Conflict of Interest to the Township Clerk. This disclosure must take place prior to opening any tenders or proposals and will be noted on the “Public Procurement Opening Results Report”, Appendix C form used for documenting the results of the bid opening.

Any staff or Council member disclosing a Conflict of Interest shall remove themselves from the procurement process associated with the conflict. It is the responsibility of all Members of Council to disclose any inherent or potential pecuniary/conflict of interest to Council at the time the matter is being considered.

6.8 No Local Preference

The Township imparts fair and impartial evaluation of all procurement submissions. This means that we do not extend preferential treatment to any vendor, including local companies. Not only is it against the law, it is not good business practice, since it limits fair and open competition for all vendors and is therefore a detriment to obtaining the best possible value for each tax dollar.

In accordance with the Discriminatory Business Practices Act, R.S.O. 1990, c.D.12, there shall be no local preference given to any Bidder when awarding a Bid for purchase of Goods and Services for the Township.

6.9 Trade Agreements

Procurement by the Township may be subject to the provisions of trade agreements. Where an applicable trade agreement is in conflict with this By-law, the trade agreement shall take precedence. The Treasurer shall advise Departments where a procurement action may not conform to an applicable trade agreement as early as possible in the procurement process.

6.10 Dispute Resolution

In the event any company or person who has been involved in the bidding or purchasing process as described in this Policy identify a dispute with regards to this process, the following dispute resolution steps shall be followed. In each step the Township shall keep the resolution process fair and transparent to all concerned.

The company or person identifying a dispute shall be required to state the nature of the dispute in writing giving full details and history of the events leading to the dispute claim and address the written dispute claim to the Township Clerk. Where the Clerk's office is directly involved in the dispute topic, the written dispute claim will be directed to the CAO and/or the Township's solicitor.

Upon receipt of the written dispute claim, the Township Clerk shall request a meeting with all persons named in the dispute claim to discuss the particulars of the dispute claim. If those attending said meeting shall agree that the matter can best be handled by a written response only, the Township Clerk or designate shall with the assistance of those named above prepare a written response and send it to the company or person who issued the dispute claim.

At a meeting between those who have been named in the written dispute claim and the originator of the dispute claim, the Township Clerk or designate shall chair such meeting and appoint a meeting recorder to record all pertinent conversation. If the dispute can be resolved at this meeting a written report of such resolution shall be sent by the Township Clerk or designate to all who were in attendance at the meeting.

In the event a resolution could not be achieved at said meeting, the originator of the dispute claim requests to further prosecute the dispute claim, the Township Clerk or designate shall forward the dispute claim to contact the Township Solicitor. The dispute claim shall then be handled by the Township Solicitor in accordance with established procedures for processing such claim.

6.11 Tie Bids

In the case of tie bids between two responsive and responsible bidders and, where multiple awards are not an alternative for award, the Township shall determine the successful bidder by coin toss. In the case of tied bids between three or more responsive and

responsible bidders and where multiple awards are not an alternative for award, the Township shall determine the successful bidder by a draw of the bidder names from a hat. The tied bidders shall be invited and have the option to attend and witness the Township staff, being the CAO or Clerk, the Treasurer or Deputy Treasurer and a representative from the User Department complete the tie bids selection process.

In the case of tie bids between two responsive and responsible bidders, where multiple awards are not an alternative, the Township may determine the successful bidder by an in depth evaluation and scoring of the proposals related to product quality, project benefits for the municipality, suppliers history of project results related to service provided and the Township/Consultant's time and effort to support the contractor's project. If after an evaluation proceed bids remain tied by 2 or more bidders and where multiple awards are not an alternative for award, the Township shall determine the successful bidder by a draw of the bidder names from a hat.

The tied bidders shall be invited and have the option to attend and witness the Township staff, being the CAO or Clerk, the Treasurer or Deputy Treasurer and a representative from the User Department complete the tie bids selection process by a draw process.

6.12 Scope and Contract Changes

For projects awarded at \$50,000 and under, any change orders or contract changes that are in excess of 10% over the awarded amount regardless of the approved budget amount, must be approved by the Department Manager, CAO and Treasurer, prior to issuing a change order request to the supplier/vendor.

For projects awarded over \$50,000, any change orders or contract changes that are in excess of 10% over the awarded amount regardless of the approved budget amount, must be approved by the Department Manager, CAO and Treasurer, prior to issuing a change order request to the supplier/vendor. For any change exceeding 20% of the awarded amount, a staff report to Township Council will be required for approval.

Projects over \$100,000 that are over budget will be communicated in the quarterly reports with detailed explanations as to what happened and how the overage will be funded.

Where projects have a change order with a cost of less than 10% of the project awarded price, the department Manager may approve.

7.0 Standardization

7.1 Documents - Statement of Project, Scope of Work and Proposal Support Documents
In order to assist bidders to understanding the bid process requirements of the Township of Southgate, ensure accessibility requirements are met and ensure that legal and insurance risks are controlled, standard formats and language, with the exception of specifications, shall be used by staff involved in procurement. The following is a list of

support documents included in this policy under Appendix section of this document being but not limited to:

- i. Bids Proposals Received Log - Appendix A
- ii. Public Procurement Opening Attendance Register - Appendix B
- iii. Public Procurement Opening Results Report - Appendix C
- iv. Bid Response forms for Equipment - Appendix D
- v. Bid Response forms for Projects - Appendix E
- vi. Bid Response forms for Services - Appendix F
- vii. Time & Materials RFP Pricing Submission Template - Appendix G

Preparation of specifications for RFQs or RFTs and Scope of Work for RFP's shall be the responsibility of the User Department. The specific language for the above documents will be developed by applicable Department Head to form the detail of the project and specifications, and will be updated or amended as appropriate, when and if necessary, through addendum proposal releases during the open bid call period. Where the Township's standard documents are not being used, the document shall be provided to CAO and Treasurer for review prior to issuance or execution.

7.2 Bidder Submission Opening Process

All bids will be received by the Finance department, in the form of a Sealed Bid and placed in a secure location until the time of opening. As the bids are received, Township staff will record each proposal on the Appendix A document titled "Bids Proposals Received Log".

Tenders will be opened by at least one employee from Finance or designate and at least one employee from the department that issued the procurement document or designate at the time of the tender opening date and time as defined in the bid documents. Those in attendance at the public tender opening meeting, other than staff are required to sign-in using the Appendix B form titled "Public Procurement Opening Attendance Register". During the actual opening of the sealed bid proposals, Township staff will document the bids received using the Appendix C form titled, "Public Procurement Opening Results Report". Such summary details will be kept with the appropriate procurement file.

Prior to award, the Department Manager and/or Treasurer shall be responsible for reviewing the bids to verify that all specifications of the tender or proposal are met. The Treasurer and/or Department Manager will review extended totals, ensure that there are no irregularities contained within the Bids and that all terms and conditions as outlined in the Bid document have been satisfied at the time of opening.

In accordance with Authority to Award, Schedule "A" procedures, the Department Manager in consultation with CAO (as applicable) will submit a staff report to Council, which will contain a recommendation for award, as well as, a summary of the bids received using the Appendix C form titled, "Public Procurement Opening Results Report".

The report shall indicate the number of bids opened, the company name of the bidder for each bid and the respective amount and the recommended bidder for award. The bidder's company name for proposals received late as rejected bids shall be listed and noted as non-compliant without the bid amount listed.

7.3 Bid Evaluation and Selection Process

- i. The selection criteria of proposals will be evaluated on the basis of the following criteria in no order that is indicative of specific project weighting or importance:
 - Extent to which the goods or services provided address the design requirements of the Township as described in bid documents;
 - Project costs;
 - Warranty, maintenance and servicing capacity;
 - Delivery and installation timelines; and
 - Vendor's record related to:
 - Qualifications and experience of the Company and personnel;
 - Customer satisfaction as evidenced by Vendor's references;
 - Approach to project management and cost controls; and/or
 - Vendor may be requested to make an oral presentation.
- ii. The evaluation process used by the Township of Southgate will use to evaluate submissions will be the responsibility of the Department Manager in consultation with the CAO and Treasurer as required. After evaluating all respondent proposals, staff will recommend a short-list of preferred respondents. During this process, references may be contacted. The Township may evaluate bid proposals based on, but not limited to a combination of the following information being proposal pricing, the contractor/supplier approach to the project implementation, project reporting, product quality, product features, maintenance, reliability, service history, warranty, securities, references, experience, credentials, training, policies and liability coverage.
- iii. If required the Township may at their discretion conduct interviews and/or reference checks of a short-list of respondents being invited to present their proposals, in person to the panel and other department heads, at pre-arranged interviews.
- iv. The final decision will be made by the Department Manager in consultation with the CAO and Treasurer if required, to complete the evaluation of the information provided in the bid documents, consideration for the selection criteria, the responses received from reference, product research related to reliability, company history, etc.
- v. The recommendation to the Township Council regarding the preferred proposal will be presented in a staff report to Council for final approval. The Township of Southgate will make the final decision and may reject any or all proposals received.

8.0 Public Notice

8.1 Website Notice

All Formal, Informal and Other Procurement opportunities where there is a competitive bidding process required will be a posted on the Township's website.

8.2 Advertising Notice

All Formal, Informal and Other Procurement opportunities with an estimated budget of \$25,000.00 or less where there is a competitive bidding process required will be at staff's discretion if advertising in the local newspapers or other means available, is required to achieve any promotional benefit to the process. Where advertising in local newspapers or other means available, is not used for a procurement process, staff will attempt to contact all local contractors or regional equipment/vehicle vendors the Township is aware of with the capacity to complete the project or capability to provide the product or service.

If a pre-qualification process has taken place to short-list potential Respondents for a subsequent bidding opportunity will be notified and advertising is not required for that step of this type of bidding process. The pre-qualification process is required to be posted on the Township's website.

Advertising in any publications, local newspapers, Township distributed communications or third party websites is the financial responsibility of and at the discretion of the User Department Manager to ensure value for the investment.

These advertising provisions do not apply to sole and single sourcing, negotiation, procurement in emergencies, non-competitive purchases and other procurement processes initiated by the Township in which bid documents are supplied to selected prospective bidders as provided in this Policy.

9.0 Contracts

9.1 Contractual Agreement

An Award pursuant to this Policy may be made by way of confirming the bid documents authorization commitment of Contract approval by the Township providing to the successful bidder notice by an Bid Approval letter or email to bid the contract agreement. A Bid Approval letter or email is to be used when the resulting Contract is straightforward with the terms and conditions relevant to the Award outlined in the letter or email and the original bid documents.

An Authorization Letter is to be used when the resulting Contract is straightforward. The terms and conditions relevant to the Award will be outlined in the Authorization Letter.

Project Contracts may be considered by the User Department Manager, in consultation with Treasurer and CAO to determine if it is in the best interests of the Township based on the past history with the contractor, as well as the value, complexity and scope of the project, to enter into a Contract with the Vendor.

9.2 Requirements Prior to Commencement of Work

The Township will not authorize any work until all required documentation identified in the bid document, has been received in satisfactory form. The successful bidder shall submit all documentation requested in the bid document to the User Department being awarded the

Contract prior to commencement of the work. Such documentation may include but is not limited to:

- i. Executed bonding/securities;
- ii. Insurance documentation;
- iii. Clearance certificate or applicable documentation from WSIB;
- iv. A signed copy of the Township's Occupational Health and Safety Procedure;
- v. A signed copy of the contractor's Occupational Health and Safety Procedure;
- vi. Notice of Project Registration with the Ministry of Labour; and
- vii. Any other documentation required to facilitate the execution of the Contract as detailed in the RFQ, RFP or RFT.

9.3 Exercise of Contract Extension

Where a bid document for goods or services contains an option for renewal, the User Group may authorize such option provided that all of the following apply:

- i. The supplier's performance in supplying the goods or services is considered to have met the requirements of the contract;
- ii. The Department agrees that exercising the renewal option is in the best interests of the Township;
- iii. Funding is available in appropriate accounts within the Township approved budget including authorized revisions, to meet the proposed expenditure; and
- iv. The contract falls within the authority to award limitations outlined in Schedule "A".

9.4 Execution and Custody of Documents

The Township shall execute contracts in relation to the Authority to Award (Schedule A document) conditions and/or through By-law approval in the name of The Corporation of the Township of Southgate for which the award is made by Delegated Authority. All original purchasing and contract documentation for the contracting of goods or services shall be retained in accordance with the Records Retention By-law.

9.5 Procurement Records Retention and Access to Information

The contents of any bid, proposal or submission shall be made available to the public, on request, except to the extent such information is confidential information protected from disclosure under the provisions of the Municipal Freedom of Information and Protection of Privacy Act, 1990.

All procurement documentation, as well as any other pertinent information shall be maintained, retained and only disposed of in accordance with the Townships Records Retention By-law.

10.0 Reporting

10.1 To Council

Despite any other provisions of this Policy, the following procurements, over \$50,000, excluding taxes, are subject to prior Council approval;

- i. Any contract or project that is over \$50,000 and where the total annual cost or change orders exceeding the awarded amount by 10% or more;
- ii. Any acquisition of goods or services that is not already approved in the current year's budget, such as items requiring pre-budget approval or post-budget amendments, must be reported to Council in order to have the expenditure authorized via resolution;
- iii. Any contract where the award is not being recommended to the lowest bidder;
- iv. Where authority to award has not been expressly delegated;
- v. A negotiated result in accordance with procurement options describe in Section 4.3 of this Policy as long as the negotiated result does not exceed the Council approved budget; and
- vi. Any contract anticipated to be financed by debentures.

Reports requiring Council approval will be prepared by the User Division and approved by the CAO and Treasurer prior to being placed on future Committee Agendas.

11.0 Materials and Asset/Inventory Control Management

11.1 Materials Inventory Managements

All Township Managers shall be responsible for maintaining inventory in their respective areas unless a corporate strategy has been identified. An internal system of inventory control should be used to maintain adequate levels of supply to support each respective department.

11.2 Project Management

All annual maintenance, services and capital projects completed and/or delivered by contractors/service providers shall be monitored by the department manager or a designated responsible person for that department. The responsible department should undertake the appropriate oversight and hold contractor progress meetings for longer term projects that last greater than 30 days to ensure accountability, quality of work and timelines.

11.3 Disposal of Surplus Goods & Assets

For information and direction on the sale and disposal of surplus asset refer to Southgate Policy #49, titled "Surplus Assets Disposal Policy".

12.0 Purchasing Procedure and Process

12.1 Policy Review

The CAO and Treasurer shall review departmental purchasing related files from time to time to determine the effectiveness and integrity of the processes and to monitor Policy adherence.

13.0 Accessibility and Procurement

The Township is a major purchaser of goods and services. It is important that procurement processes are inclusive so that all vendors can participate, and all contracted parties are aware of the need to provide accessible goods and services.

13.1 Our Vision

Availability of accessibility options is a high priority in the procurement process. The vendor community is aware of and understands the need to demonstrate leadership in removing barriers for persons with disabilities.

13.2 Our Commitment

The Township is committed to integrating accessibility into procurement policies, procedures and practices by:

- i. Conducting regular reviews and updates of procurement-related directives, policies, procedures and standards;
- ii. Embedding accessibility requirements into the procurement process;
- iii. Conducting reviews to ensure compliance and continuous improvement in procurement practices;
- iv. Reviewing feedback on the procurement process and taking appropriate action as needed.

Everyone has the right to access public information. If a person cannot access a public document because documents are supplied to selected prospective bidders as provided in this Policy, they should contact the Township for the information they require.

13.3 Compliance to the Township of Southgate Accessibility Policies and Procedures

In accordance with section 5 of the AODA, Integrated Accessibility Standards Regulation (IASR) Township Policy #50, the Township of Southgate is committed to incorporating accessibility criteria or features when procuring or acquiring goods, services or facilities, except where it is not practicable to do so. The Township of Southgate recognizes that it might not always be possible to ensure that goods, services or facilities procured or acquired are accessible. In this regard, The Township of Southgate will provide an explanation, upon request, in accordance with this regulation.

In accordance with Regulation 429/07 Accessibility Standards for Customer Service Sect 6, every provider of goods and services shall ensure that every person who deals with

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members of the public or participates in the developing of the service providers policies practices and procedures governing the provision of goods and services to member of the public shall be trained. Website or other preapproved training would be considered an acceptable form of training. A waiver form will be required form the successful tender.

In accordance with the Integrated Accessibility Standards Regulation 191/11, the Township of Southgate is committed to including accessibility criteria and features, when procuring or acquiring goods, services or facilities. When it is not practicable to do so, an explanation will be provided, upon request.

Schedule A

Authority to Award

Section 270 of the Municipal Act, 2001, as revised by Bill 130 requires that the Township of Southgate adopt and maintain a purchasing policy with respect to and including the delegation of powers and duties.

Authority to award in this schedule relate to the amount contained in approved budgets or by Council resolution only, unless it is an Mission Critical Operations or Declared Emergency procurements as per Sections 4.3.9 and 4.3.10 of this policy.

Subsequent service agreements resulting from awards endorsed by Southgate Council are delegated to the CAO and the appropriate department Managers for signature. This section outlines whether Delegated Authority or Council authority is required to Award a Contract.

Net taxes shall be included in determining the price of a Contract for the supply of goods or services for the purpose of the relationship of the price to the preauthorized expenditure limit. When awarding multi-year contracts, with a net expenditure under \$250,000 per annum, Council approval will not be required.

Authority to Award	Dollar Value	Minimum Method of Procurement
Any Department Manager	\$5,000 or less	Direct Purchase
Authorized by the Department Manager and CAO	\$5,000 - \$10,000	Request for Quotation / Proposal
Department Manager, Treasurer and CAO	\$10,000 - \$50,000	Request for Tender / Proposal
Council	Greater than \$50,000	Request for Tender / Proposal Blanket Contracts or renewals of Blanket Contracts
Council	\$50,000 or greater	Negotiations & Vendors of Record
Council	Irregular result **	
Council		Original Rotational Rosters

** Irregular Result are described in Schedule C, as well as **bids** received that are 10% or more over budget, or that contain a discrepancy in the opinion of Department Manager and CAO.

NOTE: Any procurement under \$50,000 where the total annual acquisition cost is greater than the Council approved budget by \$2,500 or more, the Treasurer and Chief Administrative Officer must approve.

Schedule B

Bid Irregularities

The following list of irregularities should not be considered all inclusive. The CAO and, as may be warranted, in consultation with any or a selection of the following, respective departmental staff and Treasurer, shall review irregularities not specifically listed and, acting in the best interests of the Corporation, have authority to waive such irregularities, permit correction to the irregularity or reject the submission.

Number	Irregularity	Response
1.	Late Submissions.	Rejection, not opened or read publicly. Submission to be returned to submitter.
2.	Insufficient Financial Security (No bid bond/deposit or agreement to bond or insufficient bid bond/deposit)	Automatic Rejection for no bid deposit. Automatic Rejection for no agreement to bond. 48 hours to correct shortfall in bid deposit if less than required by no more than 10%.
3.	Conditional Bids (Bids qualified or restricted by an attached statement).	Automatic rejection unless, in the opinion of Department and Purchasing, the qualification or restriction is insignificant.
4.	Illegible or obscure Bids, non-initialed erasures, non-initialed alterations.	Automatic rejection.
5.	Documents, in which all necessary Addenda which have significant financial or scope implications in the opinion of the Purchasing Manager and user group, have not been acknowledged.	Automatic rejection.
6.	Documents in which all necessary Addenda which do not have significant financial or scope implications in the opinion of the Department Manager and user group, and/or CAO have not been acknowledged.	48 hours to submit.
7.	Bids received from bidders who did not attend mandatory site visit(s).	Automatic rejection.

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Number	Irregularity	Response
8.	Bids received on documents other than those provided by the Township of Southgate, when specified to do so.	Automatic rejection.
9.	Failure to insert the bidder's business name in the space(s) provided Mandatory Submission Pages.	48 hours to submit.
10.	Failure to include signature of the person authorized to bind the bidder in the space provided on the Tender / Proposal Form	48 hours to submit
11.	More than one submission from the same submitter and not identified as an alternative or optional submission and 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 and will be returned to sender.
12.	Bids Containing Mathematical Errors	<p>If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly. If both the unit price and the total price are left blank, the Bid will be rejected as incomplete.</p> <p>If the unit price is left blank but a total price is shown for the item, the unit price shall be corrected according to the total provided.</p> <p>If the Tender contains an error in addition and/or subtraction in the approved tender documentation format requested (i.e. not the additional supporting documentation supplied), the error shall be corrected and the corrected total Contract price shall govern.</p> <p>Tenders containing prices which appear to be so unbalanced as to likely affect the interests of the Township adversely will be clarified and may be rejected.</p>

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Number	Irregularity	Response
13.	Other minor irregularities	CAO, in conjunction with the Treasurer shall have authority to waive irregularities, which they jointly consider to be minor.
14.	Any irregularity	Despite all provisions herein contained, the Treasurer and CAO in conjunction with the members of the Department Head Management Team may waive any irregularity where it is considered it to be in the best interest of the Township.

Schedule C

Goods and Services Exempt from Procurement Procedure

The purchasing methods described in this Procedure do not apply to the following Goods and Services:

1. Staff development, workshops, training and education
2. Registration, accommodation and tuition fees for conferences, conventions, courses and seminars
3. Magazines, books and periodicals
4. Memberships
5. Refundable Employee/Councillor Expenses
7. Advances
8. Meal allowances
9. Travel (fuel, accommodation, etc.)
10. Ongoing maintenance for existing computer hardware and software.
11. Employer's General Expenses
12. Payroll Deduction Remittances
13. Medical or Dental
14. Licenses
15. Debenture Payments
16. Grants to Agencies to support third party procurement
17. Damage Claims
18. Tax Remittances
19. Insurance Premiums

Schedule D

Bid Deposit/Bid Bond, Securities & Holdback Grid

The following grid for determining the amount of the Bid Deposit/Bid Bond, Securities and Hold Back in dollars required for projects if these assurances are required.

Dollar Value of the Project	<u>Minimum Amount of Bid Deposit/ Bid Bond Requirement</u>	<u>Minimum Amount of Project Securities Requirement</u>	<u>Minimum Amount of Holdback/ Warranty Requirement</u>
Less than \$50,000	5% Discretionary	25% Discretionary	5% Discretionary
\$50,000 to \$100,000	5%	25%	5%
Greater than \$100,000	10%	50%	10%

Appendix A

Bid Proposals Received Log

Tender #	Name of Company	Date Received	Time Received	Sealed Bid (Yes/No)	Staff Initial
1				Yes or No	
2				Yes or No	
3				Yes or No	
4				Yes or No	
5				Yes or No	
6				Yes or No	
7				Yes or No	
8				Yes or No	
9				Yes or No	
10				Yes or No	
11				Yes or No	
12				Yes or No	
13				Yes or No	
14				Yes or No	
15				Yes or No	

Name of Tender: _____

Closing Date: _____

Department: _____

Closing Time: _____

Appendix B

Public Procurement Opening Attendance Register

Procurement for: _____ **Date:** _____

Name	Company or Affiliation	Contact Information

Personal Information Collection Notice:

The Township of Southgate collects personal information in communications, information sharing or presentations made in the Township’s Council Chamber during Public events. The Township collects this information to document to actual events of the proceedings. If you are you make comment or ask questions you should be aware that your name and the fact that you communicated with the Township will become part of the public record. The Township will also make your communication and any personal information in it, such as your name, address and postal code or email address available to the public unless you expressly request, in writing, that the Township to remove it. By having communications during Public Procurement Opening event, you are authorizing the Township to collect and use the above-noted information for this purpose.

Audio and Video Recording of Public Procurement Openings: This Public Procurement Opening may be audio and/or video recorded and Township staff may make these recordings available if possible in future, if required, as a public record of these proceedings.

MFIPPA Disclosure:

All information submitted to the Township of Southgate is being collected under the authority of the Municipal Act and subject to disclosure under the Municipal Freedom of Information Act (MFIPPA). Questions about this collection should be directed to the Clerk’s Department 519-923-2110 ext. 230.

Appendix C

Public Procurement Opening Results Report

Bid Opening for: _____

Date: _____ Time: _____

Location: _____

Township Staff & External Support Representative	_____	Approval: _____
	_____	Approval: _____
	_____	Approval: _____

Announcements:

1. This is a Public Procurement Opening event may be Video & Audio recorded.
2. When the decision will be made and successful bidder notified? _____
3. When we plan on starting this project? _____

Procurement Meeting Notes: _____

Tender Results:

Bidder	Bid Price	Taxes	Total
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Corporation of the
Township of Southgate
185667 Grey Road 9
Dundalk, Ontario
N0C 1B0**



**Phone 1-519-923-2110
Toll Free 1-888-560-6607
Fax 1-519-923-9262
www.southgate.ca
info@southgate.ca**

Appendix D

Bid Response – Equipment & Vehicle Purchases

Equipment: _____

Name of Company

Address Telephone #

Name of Person with Signing Authority

Position of Person with Signing Authority (Please print using ink or type)

Bid documents received at: **Township of Southgate**
Attn: _____
185667 Grey Road 9,
Dundalk, Ontario N0C 1B0

Township Contact/Project Liaison: _____

Email address: _____

Notice to Bidders Regarding this Document

Contractors are advised to carefully read the clauses in this document as a Contract Agreement and confirm acceptance of same with approval below:

Witness

Signature of Signing Authority

Date: _____

Instructions to Bidders - Equipment & Vehicle Purchases

Project Information

Sealed tenders document clearly marked " _____ " must be addressed to the following:

Township of Southgate

Attention: _____

185667 Grey Road 9,

Dundalk, Ontario N0C 1B0

Submission deadline is: _____ (date) at _____ (time)

Scope of Equipment Requirements

The intent of this bid is to _____

_____.

Equipment Delivery Location

Location: _____

Address: _____

Address: _____ PC: _____

Township Contacts:

Any questions or concerns arising out of this procurement document, should be addressed to:

Name & Title: _____

Phone: _____

Email Address: _____

All questions and requests for interpretation or clarification are to be made in writing to _____ and shall use the subject line

" _____ ".

Proposal Opening

The opening of the submissions shall commence just after ____ (time) on _____ (month) __ (day), 20__ (year) unless the CAO or designate acting reasonably postpones the start to some later hour, but the opening shall continue once started, until the last bid is opened.

Project Timelines

The Township of Southgate approximate project timelines are as follows:

- i. Procurement Closing date: _____
- ii. Commencement of Bid Evaluations: _____
- iii. Recommendation to Council for Approval: _____
- iv. Notification of Successful Contractor: _____
- v. Required Delivery Date: _____

Payment Terms:

Each bid proposal shall provide a payment terms based on the bid price submitted for the equipment related to deposits and delivery payment schedule.

General Conditions – Equipment & Vehicle Purchases

Extent

The Contractor shall be liable for all costs of providing the equipment as specified, delivery, accessories, options and documentation materials as part of the bid proposal.

Contractor’s Responsibility

Upon notification of acceptance of the contract and before the final approval of the equipment order confirmation, the contractor must provide the Township of Southgate with a acceptable delivery schedule.

Protection of Property

The Supplier will be responsible for any damage that may occur relative to the equipment until delivery to the Township location and staff inspection and final acceptance. Any damage done to Southgate’s or surrounding property must be made good to the satisfaction of Southgate.

Applicable Legislation

- A. The Contractor shall comply with all applicable Provincial and Federal legislation and regulations, including the Occupational Health & Safety Act and pertinent Southgate by-laws.
- B. Municipal Freedom of Information and Protection of Privacy Act – Any personal information provided in this document will be used for selection purposes only as per the Municipal Freedom of Information and Protection of Privacy Act.
- C. Accessibility for Ontarians with Disabilities Act, 2005 – The successful contractor must be in compliance with the Township of Southgate Accessible Customer Service Policy under the AODA, 2005 and provide proof that training requirements have been met.

Termination

If, at the discretion of the Township of Southgate, there is default by the Contractor of any of the terms contained herein, Southgate shall have the right to terminate the contract upon giving the Contractor twenty-one (21) days notice to address the concerns or issues to successfully complete the project.

Upon termination of the contract, the balance of the contract price shall be forfeited.

Acceptance or Rejections

- Lowest or any Bid proposal is not necessarily accepted.
- All Bid proposals must provide pricing for each of their submissions.

Southgate reserves the right to award the equipment purchase to the contractor with the best proposal for the Township of Southgate. Southgate also reserves the right to reject any or all bids or award the contract to other than the lowest bid received, if in Southgate's opinion, it is in the best interest of the Township.

Proposals to Include:

- a) Description of Firm - Firm's brief history with highlights of services provided.
- b) Curriculum Vitae/Experience - An outline of qualifications and experience of the company related to service quality, response time, reliability/uptime guarantees, equipment maintenance and part availability.
- c) Equipment Features - A description of the equipment, specifications, ergonomics, options and inclusion of a features analysis comparison.
- d) Equipment/Delivery Schedule - An outline of the approach proposed to meet the requested schedule(s).

Evaluation and Selection – Equipment & Vehicle Purchases

Selection Process

Proposals will be assessed on the basis of information provided by the Respondent at the time of submission. The evaluation of Proposals will be conducted by an evaluation team comprised of staff members from the Township of Southgate and reserves the right to interview and facilitate presentations in order to gain additional detail outside of the proposals received.

Evaluation Criteria

Proposals will be assessed against the following criteria. The Township reserves the right to shortlist firms for further evaluation and interviews which may alter the final scoring results. Proposals will be scored based on meeting or exceeding the expectations of the established evaluation criteria.

	Evaluation Criteria	Weight Factor
1.	Qualifications and Experience of Company	10
2.	Design of Equipment and Features	20
3.	Delivery Schedule	10
4.	Equipment Cost	50
	Total	100

Note: Weight factors may be changed based on the type of procurement process, the type or items being purchased and the importance of pricing versus other evaluation criteria.

The Township reserves the right to reject any or all proposals. The Township also reserves the right to not proceed with the equipment procurement without stating reason thereof.

Selection of a proposal(s) will be based on all the above criteria and any other relevant information provided by the Respondent(s).

All proposals are to be submitted with the understanding that the selection of a proposal for discussion by the Evaluation Committee shall not thereby result in the formation of a contract. Nor shall it create any obligation on the Township to enter into further discussions.

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Respondents shall include in their proposal a minimum of three (3) project references demonstrating these attributes, preferably in projects of a similar equipment use to that specified herein. The equipment procurement will be awarded to the respondent who, in the sole judgment of the Township, provides the best overall value. The Township will not be obligated to select the lowest cost or any proposal.

The Township reserves the right to conduct references on the Respondents, the results of which may affect the award decision. The Township reserves the right to negotiate equipment features and attachment requirements with the awarded supplier. These negotiations may affect the price proposal.

Proposal Specifications/Requirements – Equipment & Vehicle Purchases

1. Scope of Equipment Needs
2. Specifications and Required Equipment Features

Bidder Information Responses – Equipment & Vehicle Purchases

Statement of Qualifications:

Experience–Statement of Companies expertise in this Business

Note: Attach any brochures and company profile that would support this section.

Contractor References

Company

Contact

Phone #

Warranty Information & Inclusion Documents:

Description

Model #

Warranty Period

**Cost of Extended
Warranty**

Bid Form Pricing Submission – Equipment & Vehicle Purchases

Bid Proposal Pricing:

Quantity	Description	Price
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total Proposal Costs	_____

Other Optional Costs:

Description	Order Qty.	Unit Price
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Bidder Checklist and Submissions Requirements Equipment & Vehicle Purchases

RFP Submissions Inclusions:

The RFP proposal submission shall include the following documents:

1. A copy of this RFP document as provided with all signature approvals;
2. Complete the Required Bidder Documents Checklist forms;
3. Provide the Bidder Information Responses;
4. Complete the Bid Form Pricing Submission;
5. Include the Bid Deposit if applicable;
6. Complete the Bid Form Declaration; and
7. Provide any supporting documentation, materials, proposal explanations, etc. will be accepted and used as part of the selection process.

Company Contact Information

Contractor Company Name: _____

Company Phone #: _____

Company Representative: _____

Cell Phone #: _____

Bid Form Declaration – Equipment & Vehicle Purchases

This Bid Proposal is submitted by: _____

To: The Township of Southgate

1. I _____ OF _____

DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below has any interest in this Proposal or in the contract proposed to be taken.

2. I **FURTHER DECLARE** that this Proposal made without any connection knowledge, comparison of figures or arrangement with any other company, firm or person making a Bid for the same equipment and is in all respects fair and without collusion or fraud.

3. I **FURTHER DECLARE** that no employee of the Township or elected official is or will become interested directly or indirectly as a contracting part or otherwise in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or in any of the monies to be derived therefrom.

4. I **FURTHER DECLARE** that the several matters stated in the said Proposal are in all respects true.

5. I **FURTHER DECLARE** that I have carefully examined the Proposal, Instruction to Bidders, General Conditions, Proposal Specifications/Requirements proposed and hereby acknowledge the same to be part and parcel of any contract to be let for the equipment therein described or defined and do all the work and to provide the services of the equipment mentioned for the prices stated on the Bid Form Pricing Submission.

6. I **FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.

7. I **FURTHER DECLARE** that this offer is to continue open to acceptance until the formal awarding is made to the successful Bidder for the said project OR for a period of sixty (60) days after the closing date, whichever first occurs and that the Township may, at any time, within that period, without notice, accept this Proposal whether any other Proposal has been previously accepted.

8. I **FURTHER DECLARE** that the awarding of the equipment based on this Proposal by the Township shall be an acceptance of this Proposal.

Attachment #1

9. I **FURTHER DECLARE** that in the event of default or failure on our part, that the Township shall be at liberty to advertise for new Proposals, or to carry out the works in any other way they deem best, and we also agree to pay to the said Township the difference between this Tender and any greater sum which the said Township may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for new Proposals; and to indemnify and save harmless the Township of Southgate and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

(COMPANY NAME)

(SIGNATURE)

(ADDRESS)

(PRINT NAME & TITLE)

(CITY OR TOWN)

(WITNESS OR SEAL)

(POSTAL CODE)

(DATED)

**Corporation of the
Township of Southgate
185667 Grey Road 9
Dundalk, Ontario
N0C 1B0**



**Phone 1-519-923-2110
Toll Free 1-888-560-6607
Fax 1-519-923-9262
www.southgate.ca
info@southgate.ca**

Appendix E

Bid Response – Projects

Project: _____

Name of Company

Address

Telephone #

Name of Person with Signing Authority

Position of Person with Signing Authority (Please print using ink or type)

Bid documents received at:

Township of Southgate

Attn: _____

185667 Grey Road 9,

Dundalk, Ontario N0C 1B0

Township Contact/Project Liaison: _____

Email address: _____

Notice to Bidders Regarding this Document

Contractors are advised to carefully read the clauses in this document as a Contract Agreement and confirm acceptance of same with approval below:

Witness

Signature of Signing Authority

Date: _____

Instructions to Bidders - Projects

Project Information

Sealed tenders document clearly marked “ _____ ” must be addressed to the following:

Township of Southgate

Attention: _____

185667 Grey Road 9,

Dundalk, Ontario N0C 1B0

Submission deadline is: _____ (date) at _____ (time)

Scope of Project

The intent of this project is to _____

_____.

Examination of Site

Each Contractor is recommended by the Township of Southgate to visit the site of the proposed work before submitting the bid documents and must be satisfied by personal examination as to the local conditions that will be present while completing the specified work. The Contractor shall determine the difficulty of the facilities to be encountered. The Contractor shall not claim that there was any misunderstanding of the terms and conditions of the contract relating to site conditions at any time after submission of their proposal.

Project Location

Location: _____

Address: _____

Address: _____ PC: _____

Contacts:

Attachment #1

Any questions or concerns arising out of this procurement document, should be addressed to:

Name & Title: _____

Phone: _____

Email Address: _____

All questions and requests for interpretation or clarification are to be made in writing to _____ and shall use the subject line

" _____".

For project information and/or site visits the contact person is:

Name & Title: _____

Phone: _____

Email Address: _____

Proposal Opening

The opening of the submissions shall commence just after ____ (time) on _____ (month) __ (day), 20__ (year) unless the CAO or designate acting reasonably postpones the start to some later hour, but the opening shall continue once started, until the last bid is opened.

Project Timelines

The Township of Southgate approximate project timelines are as follows:

- i. Procurement Closing date: _____
- ii. Commencement of Bid Evaluations: _____
- iii. Recommendation to Council for Approval: _____
- iv. Notification of Successful Contractor: _____
- v. Project Commencement: _____
- vi. Substantial Completion: _____

Payment Terms:

Each bid proposal shall provide a payment terms based on the bid price submitted for the project as work is completed. The contractor shall provide a progress payments schedule on a percentage basis on the completion of the project work.

General Conditions - Projects

Extent

The Contractor shall be liable for all costs of doing the work including labour, equipment and materials.

Contractor's Responsibility

Upon notification of acceptance of the contract and before the commencement of work, the contractor must provide the Township of Southgate with a Certificate of Insurance as per the following:

- (a) The Contractor shall be protected and indemnify and save harmless the Corporation of the Township of Southgate from any and all claims which may arise from the Contractor's operations where bodily injury, death or property damage is caused, and shall, without restricting the generality of the foregoing, maintain insurance acceptable to Southgate, subject to limits of liability of not less than \$3 million inclusive.
- (b) All liability policies shall be written in such terms as will fully protect the Contractor notwithstanding his assumption of liability and his indemnity covenants under the contract.
- (c) All liability insurance policies shall be written in the names of the Contractor and the Corporation of the Township of Southgate and shall be subject to a cross liability clause. The Contractor agrees to provide to Southgate a Certificate of Insurance in compliance with the above including a warranty that the insurer will not cancel said policies without thirty days written notice of such cancellation provided to Southgate. Such certificate shall clearly indicate the amount deductible/applicable, if any.
- (d) Certificate of such other insurance as the owner may from time to time deem necessary.
- (e) The Contractor shall maintain such insurance and pay such assessments as to protect both the contractor and the owner from claims under the Workers' Compensation Act.

Workers' Compensation

The Contractor shall submit a Clearance Certificate every 60 days during the active working period and at completion of contract.

Protection of Property

The Contractor will be responsible for any damage that may occur relative to the execution of all operations arising from this contract. Any damage done to Southgate's or surrounding property must be made good to the satisfaction of Southgate.

Applicable Legislation

- A. The Contractor shall comply with all applicable Provincial and Federal legislation and regulations, including the Occupational Health & Safety Act and pertinent Southgate by-laws.
- B. Municipal Freedom of Information and Protection of Privacy Act – Any personal information provided in this document will be used for selection purposes only as per the Municipal Freedom of Information and Protection of Privacy Act.
- C. Accessibility for Ontarians with Disabilities Act, 2005 – The successful contractor must be in compliance with the Township of Southgate Accessible Customer Service Policy under the AODA, 2005 and provide proof that training requirements have been met.

Protection

Temporary safeguards and protection shall be provided to adequately guard against injuries to the public, particularly children and workmen, by accidents around and adjacent to the project.

Termination

If, at the discretion of the Township of Southgate, there is default by the Contractor of any of the terms contained herein, Southgate shall have the right to terminate the contract upon giving the Contractor twenty-one (21) days notice to address the concerns or issues to successfully complete the project. Upon termination of the contract, the balance of the contract price shall be forfeited.

Acceptance or Rejections

- Lowest or any Bid proposal is not necessarily accepted.
- All Bid proposals must provide pricing for each of their submissions.

Southgate reserves the right to award the project to the contractor with the best proposal for the Township of Southgate. Southgate also reserves the right to reject any or all bids or award the contract to other than the lowest bid received, if in Southgate's opinion, it is in the best interest of the Township.

Site and Project Progress Meetings with Contractor

The successful bidder will be required to hold project site meetings at least once every 30 days, or more frequently, if required by the Contractor or the Township's project management review team.

Proposals to Include:

- a) Description of Firm - Firm's brief history with highlights of services provided.
- b) Curriculum Vitae/Expertise - An outline of qualifications and experience of the team members, including all sub-consultants, to be assigned to each phase of the project. Indicate the names of all personnel, and experience that will be involved in the design of each discipline, including, building design, HVAC, lighting and power, acoustical, structural, fire systems, and project management. As time is of the essence in this project, identify team availability. Personnel substitution will not be accepted without prior approval of the Township.
- c) Team Organization - The respective roles and responsibilities team members will take in the project team organization and in the development of design/tender documents, contract administration and commissioning of the project.
- d) Experience - Brief documentation on significant similar projects, with client references, project description, reduced size design drawings and photographs (max. 8-1/2" x 11"), together with a brief description of all other projects of relevance.
- e) Design Concept - A brief description on design approach, a brief description of materials to be used, and rendering of final building interior.
- f) Project/Delivery Schedule - An outline of the approach proposed to meet the requested schedule(s) and what other resources will be made available by the proponent/sub-consultants to meet set end dates, if during the design process, delays occur.
- g) Cost Control - An outline of the approach proposed to effect cost control. Provide details on demonstrated projects where respondent met the budget which was initially set, and met post construction phase. Provide steps taken to maintain initial budget.

Evaluation and Selection - Projects

Selection Process

Proposals will be assessed on the basis of information provided by the Respondent at the time of submission. The evaluation of Proposals will be conducted by an evaluation team comprised of staff members from the Township of Southgate and reserves the right to interview and facilitate presentations in order to gain additional detail outside of the proposals received.

Evaluation Criteria

Proposals will be assessed against the following criteria. The Township reserves the right to shortlist firms for further evaluation and interviews which may alter the final scoring results. Proposals will be scored based on meeting or exceeding the expectations of the established evaluation criteria.

	Evaluation Criteria	Weight Factor
1.	Qualifications and Expertise of Team	10
2.	Experience with projects of similar size and complexity.	10
3.	Approach to design concept including suggested materials.	20
4.	Approach to Timing Control and Schedule	10
5.	Approach to Cost Control	10
6.	Project Cost	40
	Total	100

Note: Weight factors may be changed based on the type of procurement process, the type or items being purchased and the importance of pricing versus other evaluation criteria.

The Township reserves the right to reject any or all proposals. The Township also reserves the right to not proceed with the project without stating reason thereof. Selection of a proposal(s) will be based on all the above criteria and any other relevant information provided by the Respondent(s).

Attachment #1

All proposals are to be submitted with the understanding that the selection of a proposal for discussion by the Evaluation Committee shall not thereby result in the formation of a contract. Nor shall it create any obligation on the Township to enter into further discussions.

Evaluation of the project engineer and project support staff will include an assessment of the firms overall ability to provide multi-disciplinary capabilities and resources to this project and the Project Managers past experience on similar projects. The assessment of past project experience will include evaluation of the Consultant's success with previous experience of this nature, the previous experience of proposed staff for this project, the stability and reputation of the firm, particularly in the area of design/build services.

Respondents shall include in their proposal a minimum of three (3) project references demonstrating these attributes, preferably in projects of a similar magnitude and design to that specified herein. The project will be awarded to the respondent who, in the sole judgment of the Township, provides the best overall value. The Township will not be obligated to select the lowest cost or any proposal.

The Township reserves the right to conduct references on the Respondents, the results of which may affect the award decision. The Township reserves the right to negotiate Terms of Reference including materials used, with the awarded Respondent. These negotiations may affect price proposal.

Proposal Specifications/Requirements - Projects

1. Scope of Project Work

2. Specifics and Details of Project / Work

Contractor Health and Safety Agreement - Projects

It is our objective at the Township of Southgate, to provide all persons within our workplace, the opportunity to work in a safe environment. It is the Municipality's Policy to totally eliminate all accidents through Health and Safety Standards. All Employees, Contractors, Subcontractors, Suppliers and any other Service Providers to our projects must co-operate and make all reasonable efforts to ensure the maximum protection and minimum inconvenience to the general public, occupants, and the environment.

The Township of Southgate believes the following ideals must be accepted and followed in order to ensure safety on our projects:

1. Any Contractor hired by Southgate must ensure that their employees have safety training and certificates equal or exceeding the requirements set forth in the current Occupational Health and Safety Act and current regulations.
2. The Contractor(s) on the project must work in conjunction with Southgate's appointed Health and Safety representatives. All Contractors must follow Health and Safety policies set forth by Southgate.
3. The Contractor must report and investigate all incidents, and near accidents to the Southgate's Public Works Manager, and Health and Safety representatives within 24 hours.
4. Health and Safety issues will always be given immediate attention by the Municipality, its representatives, contractors and subcontractors.
5. All applicable current and environmental legislation/regulation(s) are considered a minimum requirement;
6. All employees, contractors/sub-contractors, suppliers and visitors/residents must immediately report unsafe conditions, incidents, and accidents to Southgate's Project/Site Supervisor or the Township of Southgate's Occupational Health and Safety Committee;

Failure to adhere to one of the above stated requirements would jeopardize the Health and Safety of all. Through a safety conscious workforce, the quality of work and production will ensure safe and timely project completion. All accidents will be investigated to determine the causes and corrective actions to prevent recurrence.

Disciplinary Action in the form of:

Step 1 – verbal warning

Step 2 – written warning

Step 3 – notification to the Ministry of Labour re: Health and Safety Violations of the Legislation/regulation(s), and unsafe work practices.

Southgate takes pride in the commitment of our employees and contractors, and will take the necessary steps to ensure Health & Safety on all projects.

Note: A WSIB Certificate must be attached.

Contractor Approval: _____ **Phone Number:** _____

Required Bidder Documents Checklist - Projects

Contractor Responsibilities	Municipal Required	Contractor Submitted
Documentation: <ul style="list-style-type: none"> ▪ WSIB Certificate of Clearance (equivalent private) ▪ Liability Insurance Certificates \$3,000,000 minimum ▪ Health and Safety Policy Statement and Operating Procedures ▪ WHMIS 2015 Training Completed (proof required by the successful bidder) ▪ MSDS Training for all controlled products to be on the work site ▪ Traffic Plan & Control Training 	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
General Requirements: <ul style="list-style-type: none"> • Comply with all Legislation, Regulations and Codes • Enforce compliance with Municipal issued safety violations • Perform regular safety inspections of project • Employ only qualified competent workers on project • Provide qualified competent on-site supervision • Provide copies of MOL reports, orders, charges related to the project within 24 hours of receipt • Provide accident reports for critical injuries related to this project to Municipality within 24 hours and all other accidents within 3 days 	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Signature: _____

Dated: _____ 2019

Required Bidder Documents Checklist con't. - Projects

Safety Requirements for Workers if applicable	Municipal Required	Contractor Submitted
Protective Equipment Required: <ul style="list-style-type: none"> • Safety Glasses/Goggles • Fall Arrest/Travel Restraint • Safety Footwear • Hard Hat & Safety Vest • Respirator • Lock & Tags for Lockout/Tagout • Hearing Protection • Chainsaw Gloves, Visor & Chaps • Class 2 Rubber Gloves 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Required Signage and Barricades for Book 7 requirements	<input type="checkbox"/>	<input type="checkbox"/>
Other Requirements.	Municipal Required	Contractor Submitted

Signature: _____

Dated: _____ **2019**

Bidder Information Responses - Projects

Statement of Qualifications:

Experience—Statement of Companies expertise in this Business

Note: Attach any brochures and company profile that would support this section.

Contractor References

Company	Contact	Phone #

Warranty Information & Inclusion Documents:

Description	Model #	Warranty Period	Cost of Extended Warranty

Bid Form Pricing Submission - Projects

Bid Proposal Pricing:

Quantity	Description	Price
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total Proposal Costs		_____

Other Optional Costs:

Description	Order Qty.	Unit Price
_____	_____	\$ _____
_____	_____	\$ _____

Bidder Checklist and Submissions Requirements-Projects

RFP Submissions Inclusions:

The RFP proposal submission shall include the following documents:

1. A copy of this RFP document as provided with all signature approvals
2. Complete the Contractor Health & Safety Agreement form;
3. Complete the Project Compliance Acknowledgements;
4. Complete the Required Bidder Documents Checklist forms;
5. Provide the Bidder Information Responses;
6. Complete the Bid Form Pricing Submission;
7. Include the Bid Deposit if applicable;
8. Complete the Form of Tender Declaration; and
9. Provide any supporting documentation, materials, proposal explanations, drawings, concept plans, etc. will be accepted and used as part of the selection process.

Project Compliance Acknowledgements

The purpose of this document is to determine a contractor's ability and intention to comply with the Township of Southgate's contractor safety requirements.

Contractor Company Name: _____

Contractor Phone: _____

On site Cell phone: _____

Max # of workers on site: _____

Site Supervisor: _____

Company Health & Safety Rep: _____

Bid Form Declaration - Projects

This Bid Proposal is submitted by: _____

To: The Township of Southgate

1. I _____ OF _____

DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below has any interest in this Proposal or in the contract proposed to be taken.

2. I **FURTHER DECLARE** that this Proposal made without any connection knowledge, comparison of figures or arrangement with any other company, firm or person making a Bid for the same project and is in all respects fair and without collusion or fraud.

3. I **FURTHER DECLARE** that no employee of the Township or elected official is or will become interested directly or indirectly as a contracting part or otherwise in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or in any of the monies to be derived therefrom.

4. I **FURTHER DECLARE** that the several matters stated in the said Proposal are in all respects true.

5. I **FURTHER DECLARE** that I have carefully examined the Proposal, Instruction to Bidders, General Conditions, Proposal Specifications/Requirements proposed and hereby acknowledge the same to be part and parcel of any contract to be let for the project therein described or defined and do all the work and to provide the services of the project mentioned for the prices stated on the Bid Form Pricing Submission.

6. I **FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.

7. I **FURTHER DECLARE** that this offer is to continue open to acceptance until the formal awarding is made to the successful Bidder for the said project OR for a period of sixty (60) days after the closing date, whichever first occurs and that the Township may, at any time, within that period, without notice, accept this Proposal whether any other Proposal has been previously accepted.

8. I **FURTHER DECLARE** that the awarding of the Project based on this Proposal by the Township shall be an acceptance of this Proposal.

9. I **FURTHER DECLARE** that in the event of default or failure on our part, that the Township shall be at liberty to advertise for new Proposals, or to carry out the works in

Attachment #1

any other way they deem best, and we also agree to pay to the said Township the difference between this Tender and any greater sum which the said Township may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for new Proposals; and to indemnify and save harmless the Township of Southgate and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

(COMPANY NAME)

(SIGNATURE)

(ADDRESS)

(PRINT NAME & TITLE)

(CITY OR TOWN)

(WITNESS OR SEAL)

(POSTAL CODE)

(DATED)

**Corporation of the
Township of Southgate
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Appendix F

Bid Response - Services

Service: _____

Name of Company

Address

Telephone #

Name of Person with Signing Authority

Position of Person with Signing Authority (Please print using ink or type)

Bid documents received at:

Township of Southgate

Attn: _____

185667 Grey Road 9,

Dundalk, Ontario N0C 1B0

Township Contact/Project Liaison: _____

Email address: _____

Notice to Bidders Regarding this Document

Contractors are advised to carefully read the clauses in this document as a Contract Agreement and confirm acceptance of same with approval below:

Witness

Signature of Signing Authority

Date: _____

Instructions to Bidders - Services

Services Information

Sealed tenders document clearly marked “ _____ ” must be addressed to the following:

Township of Southgate

Attention: _____

185667 Grey Road 9,

Dundalk, Ontario N0C 1B0

Submission deadline is: _____ (date) at _____ (time)

Scope of Services Required

The intent of this bid is to _____

_____.

Examination of Site(s)

Each Contractor is recommended by the Township of Southgate to visit the site of the proposed work before submitting the bid documents and must be satisfied by personal examination as to the local conditions that will be present while completing the specified work. The Contractor shall determine the difficulty of the requirements to be encountered. The Contractor shall not claim that there was any misunderstanding of the terms and conditions of the contract relating to site conditions at any time after submission of their proposal.

Project Location(s)

Location: _____

Address: _____

Address: _____ PC: _____

Contacts:

Any questions or concerns arising out of this procurement document, should be addressed to:

Name & Title: _____

Phone: _____

Email Address: _____

All questions and requests for interpretation or clarification are to be made in writing to _____ and shall use the subject line

“ _____ ”.

For Services information requirements and/or site visits the contact person is:

Name & Title: _____

Phone: _____

Email Address: _____

Proposal Opening

The opening of the submissions shall commence just after ____ (time) on _____ (month) __ (day), 20__ (year) unless the CAO or designate acting reasonably postpones the start to some later hour, but the opening shall continue once started, until the last bid is opened.

Project Timelines

The Township of Southgate approximate project timelines are as follows:

- i. Procurement Closing date: _____
- ii. Commencement of Bid Evaluations: _____
- iii. Recommendation to Council for Approval: _____
- iv. Notification of Successful Contractor: _____
- v. Commencement Date: _____
- vi. Completion Date: _____

Payment Terms:

Each bid proposal shall provide a payment terms based on the bid price submitted for the service as work is completed.

General Conditions - Services

Extent

The Contractor shall be liable for all costs of doing the work including labour, equipment and all materials to complete the service work.

Contractor's Responsibility

Upon notification of acceptance of the contract and before the commencement of work, the contractor must provide the Township of Southgate with a Certificate of Insurance as per the following:

- (a) The Contractor shall be protected and indemnify and save harmless the Corporation of the Township of Southgate from any and all claims which may arise from the Contractor's operations where bodily injury, death or property damage is caused, and shall, without restricting the generality of the foregoing, maintain insurance acceptable to Southgate, subject to limits of liability of not less than \$3 million inclusive.
- (b) All liability policies shall be written in such terms as will fully protect the Contractor notwithstanding his assumption of liability and his indemnity covenants under the contract.
- (c) All liability insurance policies shall be written in the names of the Contractor and the Corporation of the Township of Southgate and shall be subject to a cross liability clause. The Contractor agrees to provide to Southgate a Certificate of Insurance in compliance with the above including a warranty that the insurer will not cancel said policies without thirty days written notice of such cancellation provided to Southgate. Such certificate shall clearly indicate the amount deductible/applicable, if any.
- (d) Certificate of such other insurance as the owner may from time to time deem necessary.
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Workers' Compensation

The Contractor shall submit a Clearance Certificate every 60 days during the active working period and at completion of contract.

Protection of Property

The Contractor will be responsible for any damage that may occur relative to the execution of all operations arising from this contract. Any damage done to Southgate's or surrounding property must be made good to the satisfaction of Southgate.

Applicable Legislation

- A. The Contractor shall comply with all applicable Provincial and Federal legislation and regulations, including the Occupational Health & Safety Act and pertinent Southgate by-law.
- B. Municipal Freedom of Information and Protection of Privacy Act – Any personal information provided in this document will be used for selection purposes only as per the Municipal Freedom of Information and Protection of Privacy Act.
- C. Accessibility for Ontarians with Disabilities Act, 2005 – The successful contractor must be in compliance with the Township of Southgate Accessible Customer Service Policy under the AODA, 2005 and provide proof that training requirements have been met.

Protection

Temporary safeguards and protection shall be provided to adequately guard against injuries to the public, particularly children and workmen, by accidents around and adjacent to the project.

Termination

If, at the discretion of the Township of Southgate, there is default by the Contractor of any of the terms contained herein, Southgate shall have the right to terminate the contract upon giving the Contractor twenty-one (21) days notice to address the concerns or issues to successfully complete the project.

Upon termination of the contract, the balance of the contract price shall be forfeited.

Acceptance or Rejections

- Lowest or any Bid proposal is not necessarily accepted.
- All Bid proposals must provide pricing for each of their submissions.

Southgate reserves the right to award the services required to the contractor with the best proposal for the Township of Southgate. Southgate also reserves the right to reject any or all bids or award the contract to other than the lowest bid received, if in Southgate's opinion, it is in the best interest of the Township.

Site and Project Progress Meetings with Contractor

The successful bidder will be required to hold project site meetings at least once every 30 days, or more frequently, if required by the Contractor or the Township's project management review team.

Proposals to Include:

- a) Description of Firm - Firm's brief history with highlights of services provided.
- b) Curriculum Vitae/Expertise - An outline of qualifications and experience of the team members, including all sub-contractors to be assigned to complete any of the services. Indicate the names of all personnel, and experience that will be involved in the delivery of the service to the Township.
- c) Team Organization - The respective roles and responsibilities team members will take in the project team organization and in the development of design/tender documents, contract administration and commissioning of the project.
- d) Experience - Brief documentation on significant similar services, with client references, together with a brief description of all other services of relevance.
- e) Delivery Schedule - An outline of the approach proposed to meet the requested schedule(s) and what other resources will be made available by the proponent to meet service schedules should delays occur.
- f) Cost Control - An outline of the approach proposed to effect cost control for the Township.

Evaluation and Selection - Services

Selection Process

Proposals will be assessed on the basis of information provided by the Respondent at the time of submission. The evaluation of Proposals will be conducted by an evaluation team comprised of staff members from the Township of Southgate and reserves the right to interview and facilitate presentations in order to gain additional detail outside of the proposals received.

Evaluation Criteria

Proposals will be assessed against the following criteria. The Township reserves the right to shortlist firms for further evaluation and interviews which may alter the final scoring results. Proposals will be scored based on meeting or exceeding the expectations of the established evaluation criteria.

Attachment #1

	Evaluation Criteria	Weight Factor
1.	Qualifications and Experience of Company	10
2.	Equipment capability & reliability.	10
3.	References - Service Delivery and Scheduling	10
4.	Approach to Cost Control	10
5.	Project Cost	60
	Total	100

Note: Weight factors may be changed based on the type of procurement process, the type or items being purchased and the importance of pricing versus other evaluation criteria.

The Township reserves the right to reject any or all proposals. The Township also reserves the right to not proceed with the services proposal without stating reason thereof.

Selection of a proposal(s) will be based on all the above criteria and any other relevant information provided by the Respondent(s).

All proposals are to be submitted with the understanding that the selection of a proposal for discussion by the Evaluation Committee shall not thereby result in the formation of a contract. Nor shall it create any obligation on the Township to enter into further discussions.

Respondents shall include in their proposal a minimum of three (3) project references demonstrating the capability and capacity to provide the services. The services required will be awarded to the respondent who, in the sole judgment of the Township, provides the best overall value. The Township will not be obligated to select the lowest cost or any proposal.

The Township reserves the right to conduct references on the Respondents, the results of which may affect the award decision.

Proposal Specifications/Requirements - Services

1. Scope of Services and Work Required

2. Specifics and Details of Services Expectations

Contractor Health and Safety Agreement - Services

It is our objective at the Township of Southgate, to provide all persons within our workplace, the opportunity to work in a safe environment. It is the Municipality's Policy to totally eliminate all accidents through Health and Safety Standards. All Employees, Contractors, Subcontractors, Suppliers and any other Service Providers to our projects must co-operate and make all reasonable efforts to ensure the maximum protection and minimum inconvenience to the general public, occupants, and the environment.

The Township of Southgate believes the following ideals must be accepted and followed in order to ensure safety on our projects:

1. Any Contractor hired by Southgate must ensure that their employees have safety training and certificates equal or exceeding the requirements set forth in the current Occupational Health and Safety Act and current regulations.
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3. The Contractor must report and investigate all incidents, and near accidents to the Southgate's Public Works Manager, and Health and Safety representatives within 24 hours.
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5. All applicable current and environmental legislation/regulation(s) are considered a minimum requirement;
6. All employees, contractors/sub-contractors, suppliers and visitors/residents must immediately report unsafe conditions, incidents, and accidents to Southgate's Project/Site Supervisor or the Township of Southgate's Occupational Health and Safety Committee;

Failure to adhere to one of the above stated requirements would jeopardize the Health and Safety of all. Through a safety conscious workforce, the quality of work and production will ensure safe and timely project completion. All accidents will be investigated to determine the causes and corrective actions to prevent recurrence.

Disciplinary Action in the form of:

Step 1 – verbal warning

Step 2 – written warning

Step 3 – notification to the Ministry of Labour re: Health and Safety Violations of the Legislation/regulation(s), and unsafe work practices.

Southgate takes pride in the commitment of our employees and contractors, and will take the necessary steps to ensure Health & Safety on all projects.

Note: A WSIB Certificate must be attached.

Contractor Approval: _____ **Phone Number:** _____

Required Bidder Documents Checklist - Services

Contractor Responsibilities	Municipal Required	Contractor Submitted
Documentation: <ul style="list-style-type: none"> ▪ WSIB Certificate of Clearance (equivalent private) ▪ Liability Insurance Certificates \$3,000,000 minimum ▪ Health and Safety Policy Statement and Operating Procedures ▪ WHMIS 2015 Training Completed (proof required by the successful bidder) ▪ MSDS Training for all controlled products to be on the work site ▪ Traffic Plan & Control Training 	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
General Requirements: <ul style="list-style-type: none"> • Comply with all Legislation, Regulations and Codes • Enforce compliance with Municipal issued safety violations • Perform regular safety inspections of project • Employ only qualified competent workers on project • Provide qualified competent on-site supervision • Provide copies of MOL reports, orders, charges related to the project within 24 hours of receipt • Provide accident reports for critical injuries related to this project to Municipality within 24 hours and all other accidents within 3 days 	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Signature: _____

Dated: _____ 2019

Required Bidder Documents Checklist con't. - Projects

Safety Requirements for Workers if applicable	Municipal Required	Contractor Submitted
Protective Equipment Required: <ul style="list-style-type: none"> • Safety Glasses/Goggles • Fall Arrest/Travel Restraint • Safety Footwear • Hard Hat & Safety Vest • Respirator • Lock & Tags for Lockout/Tagout • aring Protection • Chainsaw Gloves, Visor & Chaps • Class 2 Rubber Gloves 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Required Signage and Barricades for Book 7 requirements	<input type="checkbox"/>	<input type="checkbox"/>
Other Requirements.	Municipal Required	Contractor Submitted

Signature: _____
2019

Dated: _____

Bidder Information Responses - Services

Statement of Qualifications:

Experience—Statement of Companies expertise in this Business

Note: Attach any brochures and company profile that would support this section.

Contractor References

Company

Contact

Phone #

Bid Form Pricing Submission - Services

Bid Proposal Pricing:

Quantity	Description	Price
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total Proposal Costs		_____

Other Optional Costs:

Description	Order Qty.	Unit Price
_____	_____	\$ _____
_____	_____	\$ _____

Pricing Submission - Services Equipment Rates

Bidder Checklist and Submissions Requirements-Services

Proposal Submission Inclusions:

The RFP proposal submission shall include the following documents:

1. A copy of this RFP document as provided with all signature approvals;
2. Complete the Contractor Health & Safety Agreement form;
3. Complete the Services Compliance Acknowledgements;
4. Complete the Required Bidder Documents Checklist forms;
5. Provide the Bidder Information Responses;
6. Complete the Bid Form Pricing Submission;
7. Include the Bid Deposit if applicable;
8. Complete the Bid Form Declaration; and
9. Provide any supporting documentation, materials, proposal explanations, etc. will be accepted and used as part of the selection process.

Services Contacts & Compliance

The purpose of this document is to determine a contractor's ability and intention to comply with the Township of Southgate's contractor safety requirements.

Contractor Company Name: _____

Contractor Phone: _____

Cell phone: _____

Site Supervisor: _____

Company Health & Safety Rep: _____

Bid Form Declaration - Services

This Bid Proposal is submitted by: _____

To: The Township of Southgate

1. I _____ OF _____

DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below has any interest in this Proposal or in the contract proposed to be taken.

2. I **FURTHER DECLARE** that this Proposal made without any connection knowledge, comparison of figures or arrangement with any other company, firm or person making a Bid for the same service and is in all respects fair and without collusion or fraud.

3. I **FURTHER DECLARE** that no employee of the Township or elected official is or will become interested directly or indirectly as a contracting part or otherwise in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or in any of the monies to be derived therefrom.

4. I **FURTHER DECLARE** that the several matters stated in the said Proposal are in all respects true.

5. I **FURTHER DECLARE** that I have carefully examined the Proposal, Instruction to Bidders, General Conditions, Proposal Specifications/Requirements proposed and hereby acknowledge the same to be part and parcel of any contract to be let for the service therein described or defined and do all the work and to provide the services of the requirement mentioned for the prices stated on the Bid Form Pricing Submission.

6. I **FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.

7. I **FURTHER DECLARE** that this offer is to continue open to acceptance until the formal awarding is made to the successful Bidder for the said service OR for a period of sixty (60) days after the closing date, whichever first occurs and that the Township may, at any time, within that period, without notice, accept this Proposal whether any other Proposal has been previously accepted.

8. I **FURTHER DECLARE** that the awarding of the service based on this Proposal by the Township shall be an acceptance of this Proposal.

Attachment #1

9. I **FURTHER DECLARE** that in the event of default or failure on our part, that the Township shall be at liberty to advertise for new Proposals, or to carry out the works in any other way they deem best, and we also agree to pay to the said Township the difference between this Tender and any greater sum which the said Township may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for new Proposals; and to indemnify and save harmless the Township of Southgate and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

(COMPANY NAME)

(SIGNATURE)

(ADDRESS)

(PRINT NAME & TITLE)

(CITY OR TOWN)

(WITNESS OR SEAL)

(POSTAL CODE)

(DATED)

TM-RFP Pricing Submission Option – Projects

Appendix G

Pricing submissions for this proposal must include the project work being completed on a contractor labour time requirement billed at quoted labour rates for site work, subcontractor hourly labour rates, all materials at contractor invoice cost and the provision for management site meetings as described in this RFP document. The contractor will provided a percentage rate charge they will invoice the Township for project management and supervisory site management of subcontractors. Consultant costs will be priced as a total cost for engineering design, architectural review and plans development.

Project Components

Price before Taxes

Engineering Design Build Plan Development & Architectural Review	\$ _____
Contractor’s Site Supervisor Staff rate per hour	\$ _____ per hour
• Estimated Total Supervisory labour hours	_____ project hours
Contractor’s Labourers hourly labour rate	\$ _____ per hour
• Estimated Total Labourer hours	_____ project hours
Contractor’s Electrical subcontractor hourly labour rate	\$ _____ per hour
• Estimated Electrical subcontractor total labour hours	_____ project hours
Contractor’s Plumber subcontractor hourly labour rate	\$ _____ per hour
• Estimated Plumbing subcontractor total labour hours	_____ project hours
Contractor’s Mechanical subcontractor hourly labour rate	\$ _____ per hour
• Estimated Mechanical subcontractor total labour hours	_____ project hours
Contractor’s other subcontractor hourly labour rate	\$ _____ per hour
• Estimated Other subcontractor total labour hours	_____ project hours
○ Specify the type of other project subcontractor:	_____
Contractor Profit Fee for this Project Charged as a percentage of Total Materials Purchase for the Township & consumed at the Project Site	_____ %
Contractor Profit Fee for the Project Charged as a percentage of Subcontractor’s Project Cost	_____ %
Contractor Management Fee for the Project as a percentage of the Total Project Cost	_____ %

