

# POLICY

DIVISION: Corporate Performance

DEPARTMENT: Procurement Fleet and Property

SUPERCEDES: 18-JUL-01

SUBJECT: Procurement Bylaw

POLICY NUMBER: 2013-02

EFFECTIVE DATE: 22-FEB-01

Policy for:

- Procurement of Operational Goods and Services, Tangible Capital Assets and Equipment, Expense Items
- Purchasing Card Use
- Inventory Management of Assets and Equipment
- Disposal of Surplus, Donated and Scrap Assets

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## 1.0 POLICY STATEMENT

This policy intends to cover the procedures, regulations and authority requirements surrounding the acquisition of all goods and services, tangible capital assets and equipment, the inventory management of assets, the disposal of all surplus, donated and scrap assets, and the use of purchasing cards within the Corporation of the County of Simcoe. There will be situations that arise that have not been considered in the creation of this revision. All such situations should be communicated to the Procurement Manager for review, recommendations and recording for inclusion in the next revision of this policy. This policy meets the requirements of Section 270(1)(3) of the Municipal Act, 2001. (See Section 2.3).

## 2.0 LEGISLATIVE FRAMEWORK AND AUTHORITY

- 2.1. Statutes and policies for the government procurement process impose a framework that contains three essential elements:
  - a) Procurement is to be accomplished using a competitive bidding process
  - b) Selection is based on lowest price or best value
  - c) Bidders must be treated equally and fairly
- 2.2. Since 1981, the Supreme Court of Canada and other lower courts have established a number of duties and responsibilities which the issuer of a competitive bid opportunity has, including the duty to:
  - a) fully disclose all the requirements, rules, facts and known risks in the bid request document
  - b) publish the basis for evaluating the bids in the bid request document
  - c) award the contract based only on the factors described in the bid request document
  - d) award the contract only to bids which meet all of the mandatory requirements
- 2.3. The **Municipal Act, 2001, Part VI, Section 270(1)(3)**, as amended states that before January 1, 2005, a municipality and a local board shall adopt policies with respect to its procurement of goods and services, including policies with respect to:
  - a) The types of procurement processes that shall be used;(Section 5.0)
  - b) The goals to be achieved by using each type of procurement process;(Section 5.0)
  - c) The circumstances under which each type of procurement process shall be used;(Section 7.0)
  - d) The circumstances under which a tendering (competitive) process is not required;(Section 13.0)
  - e) The circumstances under which in-house bids will be encouraged as part of a tendering (competitive) process;(Section 8.2)
  - f) How the integrity of each procurement process will be maintained;(Section 20.0)
  - g) How the interests of the municipality or local board, as the case may be, the public and persons participating in the procurement process will be protected;(Section 20.0)
  - h) How and when the procurement processes will be reviewed to evaluate their effectiveness; (Section 19.0) and
  - i) Any other prescribed matter. 2001, c25, s. 270(1)(3).
- 2.4. **Ultra Vires** - Any Provincial Statutes or Regulations thereof will supersede and take precedence over this policy.
- 2.5. The provisions of this Policy may be suspended in whole or in part by County Council through enactment of a resolution passed by not less than two-thirds majority on a recorded vote.

**A summary of contract law and the requirements of various other legislation, including trade agreements affecting the procurement process, is provided in Appendix F.**

### 3.0 DEFINITIONS OF KEY TERMS

- 3.1 **“Approved Budget”** means a budget approved by County Council for the current fiscal year and includes applicable taxes, freight and all associated costs.
- 3.2 **“Authority”** means the legal right to conduct activities outlined in this by-law.
- 3.3 **“Authorized Purchasing Contact”** means any County staff person who is authorized as such by their Department Manager. Authorized Purchasing Contacts:
- a) use Purchasing Cards to procure operational items directly within their established spending limit
  - b) request delivery of operational goods or services that are covered by a blanket purchase order
  - c) issue approved Purchase Orders for operational goods and services or equipment assets valued under \$10,000 with no competitive process having occurred
  - d) request 3 quotes using the Corporate RFQ (available on the County’s intranet and from Procurement Staff) for operational and tangible capital asset items valued from \$10,000 to \$75,000
  - e) issue appropriately reviewed and approved purchase order documents directly to the vendor for operational goods and services and equipment assets valued under \$75,000 and for tangible capital assets under \$10,000, referencing the appropriate RFQ, RFT, RFP or other Contract Number.
  - f) source *new* vendors as required to obtain 3 quotations for operational items valued up to \$75,000.
  - g) retain records on operational procurement activities and awards as established by the County’s record retention bylaw.
- 3.4 **“Chief Administrative Officer”** means the Chief Administrative Officer of the County, or the most senior official who is directly responsible to Council and is the senior management officer of the Corporation.
- 3.5 **“Committee”** means the Committee that is deemed responsible for the issue at hand.
- 3.6 **“Conflict of Interest”** means a situation where a personal or business relationship or interest of a councillor, officer, committee member, vendor or employee of the Corporation is in conflict with the best interests of the ratepayers of the County of Simcoe, and includes:
- a) the giving or receiving of a personal gain or benefit, or advantage or privilege, direct or indirect, by any business or a family member of any business or individual that could in future or does currently provide advice, goods, services, or construction to the Corporation or obtains permits or approvals from the Corporation.
  - b) the acceptance of gifts or hospitality, the frequency or nature of which could be deemed by others as an influential factor related to any business decision that a County staff person or staff group might have made, or might make in the future. (See Section 16.0)
  - c) a direct or indirect interest in any business that provides goods, services or construction to the Corporation
- 3.7 **“Contract Signing Authority”** means the authority delegated by Council to designated person(s) who occupy certain position(s) authorizing them to execute (apply their signature electronically or traditionally) on their behalf a contract, contract amendment or other documents that bind the Corporation, after ascertaining that the required management pre-approval has been duly granted and ensuring that the terms and conditions written in the documents reflect those understood and agreed to by both parties. (See Section 10.0)
- 3.8 **“Council”** means the Council of the Corporation of the County of Simcoe.
- 3.9 **“County”** means the Corporation of the County of Simcoe.
- 3.10 **“Division”** means the top level of business unit within the County, led by a General Manager reporting to the Chief Administrative Officer. Divisions are generally composed of more than one Department.
- 3.11 **“Director or Department Manager”** means a Manager reporting directly to a General Manager or to the CAO, who is responsible for a Department within a Division of the Corporation.
- 3.12 **“Emergency”** means a situation where competitive sourcing would compromise the County’s ability to maintain security or order, or to protect human, animal or plant life or health or where the immediate

purchase of goods or services is essential to prevent safety hazards, serious delays, further damage, regulatory breaches, or to restore minimum services. (See Section 6..2)

- 3.13 “Ethical”** means conducted in a way that demonstrates honesty, integrity and professionalism, or describes a process that optimizes the use of resources so as to provide the maximum benefit to the ratepayer, rejects all forms of discrimination or favoritism and any improper business practice and that conforms with all County by-laws, policies and procedures. An ethical process is one in which there has been no collusion or undue influence or compromise of County projects or programmes, activities or staff, and the process can be seen to be open and fair and to have provided competitive access in respect to awarding of contracts with no possibility of personal gain.
- 3.14 “Fair”** means the condition of being just and unbiased, of treating vendors in the same circumstances equally, ensuring that they are competing on an equal basis in accordance with County policies and procedures, and of not helping one vendor to the detriment of others.
- 3.15 “General Manager”** means a General Manager, who reports directly to the Chief Administrative Officer and who is responsible for a Division within the Corporation.
- 3.16 “General Manager of Corporate Performance”** means the General Manager who is responsible for the Corporate Performance Department within the County, and who reports directly to the Chief Administrative Officer.
- 3.17 “Goods and Services”** means supplies, work, equipment, construction to approved specifications, vehicles, including rented or leased vehicles or equipment, etc. that the County is intending to obtain or benefit from, including the services or intellectual knowledge of professional consultants.
- 3.18 “Integrity”** means the condition of being complete, ethical, logical and sound in the treatment of vendors and the awarding of supply contracts, in accordance with County policies, procedures and standards.
- 3.19 “Invoice Exception”** means an invoice that arrives in Accounts Payable and that either :
- 3.19.1 has no Purchase Order number noted,
  - 3.19.2 references a Purchase Order number that has not been created or approved
  - 3.19.3 has no goods receipt posted in the system against the Purchase Order or has a receipt that does not match the invoiced quantity or that
  - 3.19.4 has a price indicated that does not match against the approved Purchase Order (within a defined tolerance).
- Accounts payable shall require the creation of a purchase order for all invoices that arrive with no PO and become invoice exceptions. The payment of such invoices by Purchasing Card is not permitted due to the risk of duplicate payment. These exceptions shall be tracked by department as they represent a performance issue.
- 3.20 “Low Dollar Value”** means those purchases that are valued under \$5,000 including applicable taxes, freight and other charges that may apply. Purchasing cards are the preferred method to procure low dollar value items and must be used wherever they are accepted when the Authorized Purchasing Contact has been provided with a purchasing card. **There are no competitive requirements for low dollar value purchases; however vendor of record agreements and blanket purchase orders should be used unless an emergency prevents this (see 3.13).** Even though they are low value, these purchases still must be tracked and applied to the appropriate General Ledger Code, Work Order or Internal Order or Project
- 3.21 “Operational Purchase”** means any purchase that is made in order to operate the business on a day to day basis, and is not a Tangible Capital Asset Purchase.
- 3.22 “Personal Purchase”** means a purchase of goods and services, the requirement for which is not for the County or any of its purposes, but is personal to the person requesting the purchase. ( See Section 16.5)
- 3.23 “Purchase Card Holder”** means a County staff person who has been authorized by their Department Manager to use a Purchasing Card to procure certain items within specified limits. (See Section 15.0)

- 3.24 “Procurement Director”** or other title assigned means the Director responsible for the Procurement, Fleet and Property Department’s activities within the Corporate Performance Division of the County, reporting directly to the General Manager of Corporate Performance.
- 3.25 “Procurement Manager”** means the Manager or designate responsible for the Procurement and Sustainable Operations team’s activities within the Procurement, Fleet, and Property Department of the County, reporting directly to the Procurement Director.
- 3.26 “Procurement Staff”** means the Procurement Manager or any direct report of the Procurement Manager or other persons within the Procurement and Sustainable Operations team designated by the Procurement Manager.

Procurement Staff:

- a) use Purchasing Cards to procure
  - b) contact Vendors of Record directly to request delivery of goods or services
  - c) request operational quotes (up to \$75,000) on request
  - d) issue tenders and proposals (over \$75,000), and evaluated Request for Quotes of any value.
  - e) issue appropriately reviewed and approved purchase order documents for operational goods and services and equipment assets valued over \$75,000 and for tangible capital assets over \$10,000, referencing the appropriate RFQ, RFT, RFP or other Contract Number, maintaining records of the procurement process utilized
  - f) source *new* vendors for operational procurements valued over \$10,000 at the end users request
  - g) place advertisements related to procurement opportunities
  - h) perform contract reviews
  - i) review all blanket purchase orders or other contract documents prior to issuance
  - j) retain records on all procurement activities and awards as required by the County’s record retention bylaw.
  - k) Maintain WSIB and Commercial General Liability insurance for successful vendors of an RFQ, RFT, RFP, and RFPQ process completed by Procurement Staff.
- 3.27 “Signature”** means a written or electronic signature indicating knowledge and approval of a purchase. (i.e. an email received from a requestor, with copy to appropriate approvers, would be an acceptable signature)
- 3.28 “Tangible Capital Asset” (TCA) means an item that** 1) Satisfies the definition of a tangible capital asset. 2) Has a value that can be measured.

A Tangible Capital Asset is a non-financial asset having physical substance that:

1. Is used on a continuing basis in the County’s operations
2. Has a useful life beyond one year
3. Is not re-sold in the ordinary course of operations
4. Is not art or historic treasure

**Non – Tangible Capital Assets (Non TCAs)** Items that meet the description above but do not meet the capitalization thresholds are still considered **“assets” for inventory tracking purposes or Non TCAs**. However, they are not classified as Tangible Capital Assets (TCA).

- 3.29 “Total Acquisition Cost”** means the cost which results in the lowest cost of ownership, operation, purchase or lease over the life of the product or service to the County. This cost is arrived at after considering all factors such as firm stability and reputation, quality, courtesy, expertise, qualifications, interest, expedience, environmental impact, health and safety implications, ethical business practices, after sale service, terms and conditions, guarantees and warranties, all taxes and discounts, and of course, price.
- 3.30 “Transparent”** means the condition of being easily seen through, discerned, evident or obvious in a way that is understandable, frank and open to all persons.

**\*An extensive list of frequently used procurement terms is also included in Appendix D**

## 4.0 KEY GOALS OF THE PROCUREMENT POLICY AND RELATED PRINCIPLES

4.1 The key goals of this Procurement Policy and of the County of Simcoe's procurement processes are:

- a) **Effectiveness** - the extent to which the procurement process is achieving its intended results. ( i.e. the process delivered the goods and services required to meet the municipality's needs)
- b) **Objectivity** - approaching the procurement of goods and services in an unbiased way that is not influenced by personal preferences, prejudices, or interpretations
- c) **Fairness** - applying the policies equally to all bidders
- d) **Openness and Transparency** - clarity and disclosure about the process for arriving at procurement decisions.
- e) **Accountability** - the obligation to answer to the general public, Council, and vendors for procurement results and for the manner in which procurement responsibilities are discharged
- f) **Efficiency** - the quality, cost and amount of goods and services procured as compared to the time, money and effort to procure them
- g) **Consideration for the Environment** – the obligation to consider how the environment may be affected by procurement decisions made, to seek out environmentally friendly products, services and vendors and to provide these options to internal customers, to include “impact on the environment” as a decision factor when evaluating quotes, tenders and proposals including the disposal phase of the procurement where applicable, to seek out industry best practices and utilize the Green Procurement Guidelines as outlined in Appendix G.
- h) **Accessibility** – the obligation to consider the needs of persons with disabilities and incorporate accessibility design, criteria, and features when procuring goods, services and facilities. The County of Simcoe is committed to meeting its obligations under the Ontario Human Rights Code, the Accessibility for Ontarians with Disabilities Act, and all Regulations established under these Acts. The County shall incorporate accessibility design, criteria, and features when procuring goods, services, and facilities, except when it is not practicable to do so. If the County of Simcoe determines that it is not practicable to incorporate accessibility design, criteria and features when procuring or acquiring goods, services, or facilities, it shall provide, upon request, an explanation. This explanation shall be provided in an accessible format in consultation with the person making the request. When goods, services, or facilities are provided by a third party on behalf of the County of Simcoe, the County shall ensure that the third party has received training on the Ontario Human Rights Code, the Accessibility for Ontarians with Disabilities Act, and all Regulations established under these Acts.

4.2 The related principles of the Procurement, Fleet and Property Department and all Authorized Purchasing Contacts and staff representing the County of Simcoe shall be:

- a) To purchase, rent or lease the right goods and services ensuring the right quality, in the right quantity, at the right price, from the right source, and at the right time and delivered to the right place with safety and consideration for the environment in mind and in a manner that is fair and equitable to all and especially having regard for accessibility to those goods and services by persons with disabilities, where applicable.
- b) To encourage open, fair and competitive bidding on all acquisitions where possible.
- c) To avoid conflicts of interest and to operate under the guidelines of the Supply Chain Management Association's Code of Ethics for Professionals in the field of Supply Chain Management (See Appendix C)
- d) To recognize the authority of the annual operating and tangible capital budgets approved by Council as providing a framework in the determination of the goods and services to be purchased.
- e) To make best efforts to inform Council members of procurement activity or situations that may appear to have a significant political or financial impact within their own individual municipality.
- f) To promote fairness by not discriminating against any person engaging in business based on the grounds of race, creed, colour, nationality, ancestry, place of origin, sex or geographical location. **Absolutely tied bids** shall be dealt with either by a drawing of names (as per Municipal Act procedure) or through further negotiation with the involved suppliers to achieve the best value for money for the Corporation.

- g) To promote where valuable, the use of the County Purchasing Card and to utilize the reports summarizing card activity to seek out further volume pricing opportunities for the County.
- h) To maintain good relationships with supplying firms, to collect relevant quality, delivery, service and price performance information so as to have a documented history of performance issues for a supplying firm.
- i) To make every effort possible to purchase centrally and standardize where possible those goods and services that are of a common nature to the Divisions and Departments concerned, so as to promote lower Total Acquisition Costs, volume pricing opportunities, simplification of processes and rationalization of the supply base.
- j) To encourage "Centralized Procurement with De-centralized Ordering" by instituting blanket purchase orders or Vendor of Record contracts, by encouraging the use of purchasing cards, and utilizing Authorized Purchasing Contacts and staff within departments for the day to day ordering and the purchasing function wherever valuable and practical.
- k) To provide a full complement of Professional Procurement Services to the County, from the initial planning phase to the disposal phase, (See Appendix I) with particular involvement in "non-recurring" requests for quote, tenders or proposals for the purchase of high value capital goods or sub-contractors' services.
- l) To participate where valuable and where the best interest of the County would be served, with other units of government, or their agencies or public authorities, in cooperative procurement ventures or joint contracts on the basis of obtaining lowest Total Acquisition Cost.
- m) To provide when requested, reports detailing procurement and tender award decisions made with all relevant associated facts and information including the release of formerly confidential information if appropriate and allowed within Section 239 of the Municipal Act (Also see Section 4.2e).
- n) To ensure the department responsible for computer technology reviews the specifications for any new or surplus computer hardware, software, direct peripherals, or cloud-based applications, services, or resources in order to ensure suitability with the required needs and compatibility with the rest of the County's computer network. Records within the involved legacy system shall be converted or retained as per the requirements of the County's Records Management Policy and Records Retention bylaw.
- o) To ensure that specifications shall not be designed or written to allow only one manufacturer, vendor, distributor, or bidder to tender a bid. Specifications shall not limit the bidding to only one make and model for equipment or to one type of service. Procurement Staff may waive this principle under certain circumstances (i.e. equipment standardization to control inventory or service costs.(See Section 13.0)
- p) To promote adherence to the approved Procurement Policy by County Staff and by any other agency procuring goods and services on behalf of the County.
- q) To practice a life cycle management approach to asset management, not only looking at products and services from initial concept through procurement, but considering the issues around maintenance and disposal once the item is no longer usable or required.
- r) To promote respect for the environment, human rights and international/inter-provincial trade agreements.
- s) To increase awareness of local food procurement opportunities (local being defined as grown in the County of Simcoe or the province of Ontario) and to encourage the procurement of local food where best total acquisition value will be obtained by the County.

## 5.0 TYPES OF PROCUREMENT PROCESSES THAT SHALL BE USED AND THE GOALS OF EACH

### Procurement Methods at a Glance (Emergency Purchases Excluded)

Process	Dollar Value	Risk Level	Type of Need
P card	Low	Low	Repetitive
RFQ – Request for Quote	Mid	Mid	Precisely Defined
RFT – Request for Tender	High	Mid to High	Precisely Defined
RFP – Request for Proposal	High	Mid to High	Cannot be Precisely Defined, Additional Considerations other than Price
Direct Award	Specific Cases as allowed in Procurement Policy		

**1. OPERATIONAL type purchases (including equipment assets) valued under \$10,000** are procured by Authorized staff **within the departments** provided that appropriate Sourcing activities occur.

- Purchases under \$5,000 are considered Low Value and should be paid using Purchasing Cards wherever they are accepted.
- POs or P cards are used once the vendor is determined.
- **Use of an RFQ for these purchases is recommended** (the Corporate RFQ document shall be used if quotes are requested).
- New Vendors require the involvement of Procurement Staff where a PO will be issued.
- The value whereupon a RFQ is required for operational type purchases may be lowered at the direction of a department head or General Manager.

**2. OPERATIONAL type purchases (Non TCA) and TANGIBLE CAPITAL ASSET type purchases valued from \$10,000 to \$75,000** may be procured by Authorized staff within the departments.

- 3 quotes are required using the Corporate RFQ form.
- Evaluated Request for Quotes must be issued by Procurement Staff.
- For operational purchases the standard or pcard PO type document is used once the vendor is determined or Procurement Staff may utilize their purchasing card to procure.
- Tangible Capital Asset type PO's valued over \$10,000 are created by Procurement Staff.
- Purchases with additional contract documents must be reviewed by a Procurement Professional and executed as per Section 10.

**3. OPERATIONAL type purchases (Non TCA) valued over \$75,000** shall be procured by the Procurement Professional.

- Standard type POs are used once the vendor is determined to allow proper approval and GL coding.

**4. TANGIBLE CAPITAL ASSET type purchases valued over \$75,000** shall be procured by the Procurement Professional.

- POs are used once the vendor is determined and must be the Tangible Asset Capital "type" to allow proper approval and GL coding.
- Tangible Capital Asset POs valued over \$10,000 are created by the Procurement Staff.

All documents related to any awarded contract must be kept on file by the Authorized Purchasing Contact responsible as established by the County's record retention bylaw. With management approval a purchasing card may be used as the payment tool for a Purchase Order as opposed to a payment requisition.

**Note: Blanket Purchase Orders are created by the Procurement Staff. (See 10.2.5)**

### 5.0 Non-Competitive Procurement Methods

A Request for Expression of Interest (RFEI) or Request for Information (RFI) process may be used by the Procurement Staff to source suitable proponents. These methods occur prior to a competitive procurement process.



## 5.1 Competitive Procurement Methods

### 5.1.1 Request for Quotation (RFQ)

A formal request issued or advertised by Procurement Staff or issued by any Authorized Purchasing Contact seeking price and delivery date from at least 3 Vendors for specified **operational or Tangible Capital Asset** goods or services valued **from \$10,000 to \$75,000**, where no Vendor of Record Agreement exists.

**For purchases valued up to \$10,000 RFQs shall be issued at the discretion of the Authorized Purchasing Contact as competitive procurement is not required in these cases. (See Section 13)**

RFQs are issued by Procurement Staff or Authorized Purchasing Contacts using the approved Corporate RFQ form and quotes are submitted by the vendor to the County in writing by fax, email, or through the County's bids website.

All RFQ documents related to any awarded contract must be kept on file by Procurement Staff or the Authorized Purchasing Contact as established by the County's record retention bylaw.

**Sourcing New Vendors** - Authorized Purchasing Contacts shall **source** 3 quotes for purchases valued from \$10,000 to \$75,000 or may engage Procurement Staff to perform the sourcing task.

**Award** - Quotes shall be evaluated and the contract awarded based on the lowest Total Acquisition Cost to the County. (See Appendix D).

An RFQ with a multi-faceted evaluation criteria (aka an evaluated RFQ) may be utilized for items valued under \$75,000 with the assistance of the Procurement Professional.

Once a successful bidder is determined:

- a system generated purchase order is issued by the Authorized Purchasing Contact (See Section 10) for operational purchases up to \$75,000 or Tangible Capital Asset goods or services valued under \$10,000 **OR**
- the Authorized Purchasing Contacts purchasing card information (within the cardholder's established dollar limits) may be provided to the vendor **OR**
- the Authorized Purchasing Contacts purchasing card information (within the cardholder's established dollar limits) may be provided to the vendor and a pcard type PO created to capture the specific procurement details.

### 5.1.2 Request for Evaluated Quotation (RFEQ)

A formal request issued by the County's **Procurement Staff** (or other authorized person/agency), by invitation to at least 3 vendors, or may be publicly advertised, for **any** good or service need valued **from \$10,000 to \$75,000** that cannot be fully defined or specified, or where price is not the only consideration, and where no Vendor of Record Agreement exists.

All evaluation criteria and their associated weightings must be included in the Request for Quotation documents.

Quotes shall be evaluated and the contract awarded based on pre-determined scoring criteria.

**Addenda** –If an Addendum is issued less than 4 days prior to the closing date, the closing date may be extended to allow sufficient time for bidders to respond.

All RFEQ documents related to any awarded contract must be kept on file by the Procurement Staff as established by the County's record retention bylaw.

Once a successful bidder is determined:

- a system generated purchase order is issued by the Authorized Purchasing Contact (See

Section 10) for operational purchases up to \$75,000 or Tangible Capital Asset goods or services valued under \$10,000 **OR**

- the Authorized Purchasing Contacts purchasing card information (within the cardholder's established dollar limits) may be provided to the vendor **OR**
- the Authorized Purchasing Contacts purchasing card information (within the cardholder's established dollar limits) may be provided to the vendor and a pcard type PO created to capture the specific procurement details.

### 5.1.3 Request for Tender (RFT)

A formal request issued by the County's **Procurement Staff** (or other authorized person/agency), by invitation to at least 3 vendors or that may be publicly advertised, seeking offers from bidders to supply operational or tangible capital asset type goods or services valued **over \$75,000 that can be precisely defined.**

If valued over \$100,000 RFTs shall be posted on the County's electronic bidding system by Procurement Staff and bidders shall be given a minimum of 15 calendar days to respond. Consideration may be given to providing suppliers with up to 30 calendar days or more to respond for procurements of high complexity, risk and/or high dollar value. Purchases subject to CETA and CFTA shall comply with posting time periods stated within the applicable trade agreement.

**Addenda** –If an Addendum is issued less than 4 days prior to the closing date, the closing date may be extended to allow sufficient time for bidders to respond.

**Award** - Offers shall be evaluated and the contract awarded based on the lowest Total Acquisition Cost to County.

Once a successful bidder is determined:

- a system generated purchase order is issued by the Procurement Staff **OR**
- the Procurement Staff person's purchasing card information (within the cardholder's established dollar limits) may be provided to the vendor with the involved manager's written approval. **OR**
- the Procurement Staff purchasing card information (within the cardholder's established dollar limits) may be provided to the vendor and a pcard type PO created to capture the specific procurement details.

All RFT documents related to any awarded contract must be kept on file by the Procurement Staff as established by the County's record retention bylaw.

The Canadian Free Trade Agreement and Canada-European Union - Comprehensive Economic and Trade Agreement apply to procurements valued over \$121,200 and approximately \$366,800 respectively, and as updated. Procurement Staff will manage all procurement subject to these trade agreements (See Appendix F)

### 5.1.4 Request for Proposal (RFP)

A formal request issued by the County's **Procurement Staff** (or other authorized person/agency), by invitation to at least 3 vendors, or may be publicly advertised, seeking proposals related to **any** good or service need valued **over \$75,000 that cannot be fully defined or specified** and where price is not the only consideration.

Note: an RFQ with a multi-faceted evaluation criteria may be utilized for items valued under \$75,000 with the assistance of the Procurement Professional (aka an evaluated RFQ).

Proposals shall be evaluated and the contract awarded based on pre-determined scoring criteria.

All evaluation criteria and their associated weightings must be included in the Request for Proposal documents.

If valued over \$100,000 RFPs shall be electronically advertised by Procurement Staff. Bidders shall be given a minimum of 15 calendar days to respond to procurement opportunities subject to CFTA and a minimum of 25 calendar days for procurement opportunities subject to CETA unless otherwise allowable under the applicable trade agreement. Consideration may be given to providing suppliers with up to 30 calendar days or more to respond for procurements of high complexity, risk and/or high dollar value.

**Addenda** –If an Addendum is issued less than 4 days prior to the closing date, the closing date may be extended to allow sufficient time for bidders to respond.

Once a successful bidder is determined:

- a system generated purchase order is issued by the Procurement Staff **OR**
- the Procurement Staff person's purchasing card information (within the cardholders established dollar limits) may be provided to the vendor with the involved manager's written approval. **OR**
- the Procurement Staff purchasing card information (within the cardholder's established dollar limits) may be provided to the vendor and a pcard type PO created to capture the specific procurement details.

All RFP documents related to any awarded contract must be kept on file by the Procurement Staff as established by the County's record retention bylaw.

**\* Step by step procedures for the above three processes are available from Procurement Staff.**

The Canadian Free Trade Agreement and Canada-European Union - Comprehensive Economic and Trade Agreement apply to procurements valued over \$121,200 and approximately \$366,800 respectively. Procurement Staff will handle all requirements related to these trade agreements (See Appendix F)

## **5.2 Non – Competitive Procurement Methods**

### **5.2.1 Direct Non Competitive Purchase via System Generated Purchase Order or Payment Requisition**

A system generated form created by an authorized purchasing contact, used to purchase goods or services or request payment for goods or services valued under \$10,000, in non-competitive situations.

### **5.2.2 Direct Non Competitive Purchase via Purchasing Card or pcard type PO.**

A purchasing card is a County issued credit card used wherever possible for procuring goods and services within established guidelines and dollar limits, and with consideration of blanket contracts or Vendor of Record Agreements whenever possible.

Purchasing card spending limits vary by the requirements of the staff position. (See Section 15.0)

**Purchasing cards shall not be used to procure inventory without appropriate receiving processes in place.** (See Appendix D, and Section 15.5.5 g)

### **5.2.3 Petty Cash**

Minimal amount of cash used to directly procure goods or services where no other option exists.

### **5.2.4 Other approved contract document issued directly to a Vendor with no Competitive Process having occurred** (See Section 13.0)

### **5.2.5** Authorized staff may if necessary, procure without using a competitive process in emergency circumstances defined in (Section 6.2) and other circumstances as outlined in Section 13.0. These instances must be communicated to and recorded by the Procurement Staff under certain circumstances as noted in Section 13. Purchases in these instances that exceed \$10,000 must be

reported to the Procurement Manager and approved by the Department Head and General Manager.

### 5.3 Goals of Each Procurement Method

Competitive Method Seeking Multiple Bids or Proposals			Non-Competitive Methods of Procurement
Request for Proposal	Request for Tender	Request for Quotation	
<p>To implement an effective, objective, fair, open, transparent, accountable and efficient process for obtaining unique proposals designed to meet broad outcomes to a complex problem or need for which there is no clear or single solution.</p> <p>To select the proposal that earns the highest score and meets the requirements specified in the competition, based on qualitative, technical and pricing considerations.</p>	<p>To implement an effective, objective, fair, open, transparent, accountable and efficient process for obtaining competitive bids based on precisely defined requirements for which a clear or single solution exists.</p> <p>To accept the bid with the lowest Total Acquisition Cost meeting the requirements specified in the competition.</p>	<p>Same as Request for Tender.</p>	<p>To allow for procurement in a timely manner without seeking competitive pricing, especially for low dollar value items.</p> <p>To provide for the procurement of emergency items and other non-competitive procurements as stipulated in Section 13.0.</p>

## 6.0 STEP ONE: RECOGNITION OF NEED

### 6.1 Creation of the Budget

- 6.1.1 The beginning of the procurement cycle starts with the establishment and approval by Council of the operating and tangible capital asset budgets for the County that are based on the operational and tangible capital needs of the Corporation.
- 6.1.2 The **operational budget** contains expenditure items that are necessary to operate the business on a day to day basis.
- 6.1.3 The **tangible capital asset budget** contains expenditures for items that:
- Are used on a continuing basis in the County's operations
  - Have a useful life beyond one year
  - Are not re-sold in the ordinary course of operations
  - Are not art or historic treasure
- 6.1.4 Dollar amounts approved in the budget **include any applicable non-refundable taxes, freight or delivery charges**. Budgeted purchases are planned for and are not emergencies.
- 6.1.5 Prior to the approval of the current budget, a department may incur normal operating expenditures. County Council may also approve of certain capital procurement projects moving forward in advance of formal budget approval (i.e. roads construction)
- 6.1.6 General Managers and Department Directors/Managers are responsible to:
- understand their budgets and to delegate procurement authority appropriately
  - to advise appropriate staff (especially Procurement Staff) and Council of changes to budgeted procurement plans
  - to review carefully all purchase orders and related contracts before approving
  - to ensure that where the eventual purchase differs from what was budgeted, that compensating measures are taken to maintain overall budget targets and that reports to Committee are generated as deemed appropriate
  - be aware of the budget implications of all expenditures, especially purchasing card activity.
- 6.1.7 **Estimates for budgetary purposes** may be sought first from Approved Vendors or Vendors

of Record, but where none are available, sourcing may be used. Obtaining at least two written estimates is recommended when budgeting. The Procurement Staff is available to assist with budget planning. When required due to lack of knowledge and to ensure objectivity, the County will utilize objective third parties e.g. engineering firms to create terms of reference or specifications. Engineer approved specifications or cost estimates should be utilized as a tool to determine construction project budget estimates whenever possible. The services of an engineer, consultant or vendor should be procured for a fee in these situations, especially where the party may eventually bid on the good or service involved. Note: It is prudent for managers to plan for such expenditures when developing their budgets for the upcoming year. (See Section 7.2 and 7.3.3)

- 6.1.8 **Expenditures made by the County utilizing funds outside the County's budget**, (e.g. in Long Term Care direct billings to the province for medical or pharmacy services or expenditures utilizing trust funds) do occur and shall be considered for the purposes of this policy as falling within the County's budget. (See Section 13)
- 6.1.9 **New Funding for previously procured goods or services** – In the event that funding becomes available for goods or services already under contract, the County reserves the right to remove the particular items from a contract without penalty. Terms to that effect shall be included in all contract documents.
- 6.1.10 **Cold Calls** - Where a vendor has requested a meeting with County staff to discuss a potential new product or service that the County has not yet formally identified as a need, staff may proceed to meet with the vendor and collect all relevant information, however information with regard to the County's potential needs or future plans related to such a product or service shall not be provided to the vendor in such a meeting. This will minimize an unfair playing field in the future should a competitive process be held.
- 6.1.11 **Request for Information (RFI)** – Where County staff require additional information with respect to goods or services, Procurement Staff may publicly request information from potential suppliers through a RFI. This non-binding procurement practice generally excludes information relating to price and may precede a formal solicitation.
- 6.1.12 **Requests for Delegation** – Should a vendor make a request to appear before County Council with regard to a proposed good or service, such requests will be referred to the Clerk's Office for consideration.

## 6.2 Emergency Purchases

- 6.2.1 **"Emergency"** means a situation where competitive sourcing would compromise the County's ability to maintain security or order, or to protect human, animal or plant life or health or where the immediate purchase of goods or services is essential to prevent safety hazards, serious delays, further damage, regulatory breaches, or to restore minimum services.
- 6.2.2 As per Section 13.0 competitive procurement is not required for emergency purchases, however it is important to recognize that **emergency purchases are generally not budgeted for** and appropriate management staff must be aware of the emergency prior to purchase, or if circumstances are extraordinary, immediately thereafter.
- 6.2.3 **Where the expenditure relating to the emergency situation is anticipated to exceed \$1,000**, the authorized purchaser shall first obtain the approval of their Department Manager OR where **over \$5,000** the General Manager OR the Chief Administrative Officer. Only extraordinary emergency purchases shall be made without **prior** knowledge of management, this includes emergency purchasing card transactions.
- 6.2.4 All emergency purchases shall be reported to Council in line with the rules regarding budget overages (Section 9.2.10.1).

## 6.3 Acquisition of Information Technology Equipment, Services or Supplies

- 6.3.1 All requirements for goods or services related to networks, data, software, and hardware (including printers) shall be forwarded to the department responsible for computer technology. The assigned staff shall initiate the purchasing process utilizing the guidelines outlined herein.

**7.0 STEP TWO: SELECTING THE PROCUREMENT PROCESS & DOCUMENTATION OF NEED**

Once the need is recognized, the procurement process to be used is determined. Depending on the type of item, i.e. operational or tangible capital asset, the budgeted cost, and other factors noted, the process will vary. Once the process is determined, the need is documented in the appropriate format.

**7.1 Responsibility:** Authorized Purchasing Contact or Procurement Staff.

As per Section 16.1 No unauthorized employee, elected official or Committee member of the County shall enter into talks on behalf of the County, with an outside vendor without the advance knowledge and approval of the Procurement Professional or Procurement Manager or the General Manager of Corporate Performance.

**7.2 Documentation of the Need – Specifications or Terms of Reference**

A clear understanding of what needs to be procured is critical.

Creating specifications or terms of reference can be a complex task. The end user is responsible for this part of the procurement process and for providing them to the Procurement Staff for inclusion into the bid documents. The Procurement Staff are available to assist on request.

Depending on the type of need, operational or capital, and the value, the need is documented in the appropriate format noted in the table below.

**Responsibility:** End User of Goods or Service, Procurement Staff shall assist as requested.

Procurement Method:	Competitive Method Seeking Multiple Bids or Proposals			Non-Competitive Procurement:  P card, Petty Cash, Purchase Order
	Request for Proposal \$75,000+	Request for Tender \$75,000+	Request for Quotation \$10,000 to \$75,000	
Documentation of Need Process:	Terms of Reference are created in a Requirement Planning Meeting or by the end user and are given to the Procurement Staff for inclusion in the bid document package. Priority and timelines are agreed to with the end user.	Specifications are created in a Requirement Planning Meeting or by the end user and are given to the Procurement Staff for inclusion in the bid document package. Priority and timelines are agreed to with the end user.	Specifications and timelines forwarded to the Authorized Purchasing Contact by the end user. PF&P involvement is at the request of the Authorized Purchasing Contact.	As the situation allows.

**7.3** Under the law of competitive bidding, the request for bid document is considered to be a legal offer to all potential bidders (also known as Contract A), which if accepted will govern the entire process from the point where the County requests bids, to evaluation, to award and beyond.

It is important to ensure that the request for bid document contains not only the specifications or terms of reference, but also the instructions that all the bidders must follow, and as many of the terms for the eventual final contract (also known as Contract B) with the successful vendor as are known in advance.

**7.3.1 Requirement Planning Meeting (RPM)** means an initial meeting called by the end user(s) where, with the Procurement Staff in attendance, the specifications or the terms of reference for goods or services to be procured using an RFQ, RFT or RFP are explained by the end user. The Procurement Staff assist with bid and eventual contract terms, evaluation methods, score sheets, weightings etc. are determined. Potential vendors and the need for a two envelope process (See

Appendix D) may also be determined as well as the need for and make-up of a Selection Committee. Priority level, timelines, other document requirements and the services to be provided by the Procurement Staff shall also be determined. The Procurement Staff shall co-ordinate all requirement planning meetings at the request of the end user(s) and at least one member of the Procurement Staff shall be present. RPM meeting notes and minutes shall be kept by the Procurement Staff in attendance.

7.3.2 **Payment method** – Consideration should be given to the method of payment (via Purchase Order, Purchasing Card, or pcard type PO) when documenting the need. If the vendor's support of the purchasing card process is key to the long term efficiency of the contract (i.e. County staff will procure mainly using their purchasing cards) than the need for this process should be documented in the RFQ/T/P as requirement.

7.3.3 **The use of professional technical consultants to create terms of reference specifications is an accepted and often necessary practice.** When required due to lack of knowledge and to ensure objectivity, the County will utilize **objective third parties** e.g. engineering firms to create terms of reference or specifications. The hiring of such consultants shall be done in accordance with this Policy, see Section 6.1.7. The results of this work shall be submitted to the Authorized Purchasing Contact or contract administrator who will approve and forward to Procurement Staff for review and inclusion into the County request for bid documents. Note: It is prudent for department managers to plan for such expenditures when developing their budgets for the upcoming year.

**The use of potential vendors to create specifications is not an accepted practice and a plan to do this must be approved in advance by the Procurement Professional.** The final decision in questionable cases of this nature shall be made by the Procurement Manager or Procurement Director or the General Manager of Corporate Performance.

The issuance of a Request for Information shall be first considered by the Procurement Professional in these cases. Where an RFI is not applicable or where a 3<sup>rd</sup> party or engineer's services are not the appropriate source of expertise, vendors may be contacted. A meeting that involves more than one potential bidder may be held to develop the specification as a group effort. In these situations the Procurement Professional shall be present and records shall be kept of the discussions.

These situations will only occur where the specifications can be created in a generic fashion and the vendor(s) involvement will not impair the competitive process, inflate costs or provide a potential supplier with an advantage. The services of a vendor(s) shall be procured for a reasonable fee in these situations. Note: It is prudent for managers to plan for such expenditures when developing their budgets for the upcoming year.

As per Section 16.1, no unauthorized employee, elected official or Committee member of the County shall enter into talks on behalf of the County, with an outside vendor without the advance knowledge and approval of the Procurement Professional, or Procurement Manager, or Procurement Director or the General Manager of Corporate Performance.

#### 7.4 EXCLUSIONS

Certain expenditures are exempt from certain sections of this policy. (See Section 13.0)

## 8.0 STEP THREE: REQUESTING THE BIDS AND SELECTION OF VENDOR

### 8.1 Requests for Quotation, Tender and Proposal

An RFQ and an RFT are similar in that they both detail exactly what the bidders are to bid on.

RFQs are less formal and are used to get simple information i.e. price, delivery date. (See Section 5.1.1)

RFTs are issued for larger value goods or services and are usually for more complicated purchases that may require the vendors to submit securities and sign a contract in addition to a simple purchase order. (See Section 5.1.2)

**Awards in these two cases are based on the bidders' ability to meet all the terms and conditions of the bid document and their provision of the lowest total acquisition cost.**

RFPs differ from RFQs and RFTs in that they present vendors with opportunities to submit creative solutions to resolve procurement requirements identified by the County. (See Section 5.1.3)

**Awards in this case are based on the highest score achieved in predetermined evaluation criteria that could include many factors such as the feasibility of the proposed solution, proposed timelines, past experiences with the bidder, and costs. Proposals are scored by the Selection Committee. (See Appendix D)**

## 8.2 In house bids

There are currently no circumstances at the County of Simcoe where in house bids are encouraged as a part of the competitive process.

## 8.3 The use of professional consultants to place advertisements, issue request for bid documents, deal directly with bidders during the bid window and/or select or recommend the vendor on behalf of the County

is a practice used in only exceptional circumstances where approved by the Department Manager and Procurement Manager as the above process is the responsibility of the Procurement Staff.

Where it is proposed that the Consultant will manage portions of the competitive bid process, their proposed process and all documents shall be reviewed by the designated Contract Administrator and the assigned Procurement Professional to determine if the consultant's own bid processes and documents will comply with the County's goals for fair, open and transparent process as well as minimize the risk to the County.

It should be noted that advertising requirements (as noted in Section 8.4) must be applied to all procurement processes in any case.

A summary of all documents, evaluation score sheet and other information related to an award facilitated by any outside consultant or agency must be submitted to contract administrator (See Appendix D) and to the Procurement Staff as a record of how the decision was made. All records shall be retained as per the County's record retention bylaw.

In these approved cases or with regard to any professional consulting service it is the responsibility of the assigned contract administrator (See Appendix D) **to procure the consultant service in accordance with the County procurement policy** and ensure an appropriate performance contract for the consultant is in place. (See \* below) The results of the consultant's work shall be submitted to the contract administrator who will approve the work, obtain proof of delivery for the work and approve payment.

**\*The procurement of "Professional Services"** - The Canadian Free Trade Agreement (CFTA) and Canada-European Union - Comprehensive Economic and Trade Agreement (CETA) allow for public entities to procure certain professional services through non-competitive processes. These exceptions include products or services that can only be provided by some licensed professionals (i.e. financial services). The procurement procedure(s) to be followed in these instances should be obtained from the Procurement Staff. (Also See Appendix E)

## 8.4 Advertising

is a requirement only where the goods or services being procured are valued over \$100,000 (budgeted amount).

"Advertisement" means the public communication of bid opportunities through posting on authorized website(s) and/or posting in at least one issue of at least 3 well established (publishing for over 5 years) newspapers (online or print), having general circulation in the area concerned by to ensure a competitive process.

Advertisement of certain opportunities may be placed in trade, special newspapers (online or print), or posted on social media where it is in the best interest of the competitive process.

RFPs, RFQs, and RFTs valued under \$100,000 where 3 Vendors do not exist, or where Sourcing has not resulted in 3 qualified bidders, shall be Advertised at the discretion of the Procurement Staff or at the request of the end user. Appropriate bidder response times shall be determined by the Procurement Staff.



Publicly advertised RFTs or RFPs valued **over** \$100,000 must provide a minimum of 15 calendar days for bidders **to respond** from the time the documents are made available. Requests for Expression of Interest or Requests for Pre-Qualification response time is at the end user's discretion, Emergency procurements excepted.

A notice of award shall be posted on the County's authorized website(s) where limited tendering is used to purchase goods and services over \$100,000 or construction over \$250,000.

Where an item is publicly advertised, Approved Vendors and Vendors of Record with satisfactory performance may be notified of the advertised need only after a public advertisement has been placed.

Also see Appendix D, Sourcing and Source Library.

## 8.5 Tie Bids

**Quotes or Tenders** - In the situation where in the opinion of the Procurement Manager and/or General Manager of Corporate Performance 2 or more bids are considered absolutely equal in terms of Total Acquisition Cost, the names of the tie bidders shall be placed on equal size pieces of paper in a box and one name shall be drawn by the Procurement Staff person present.

**Proposals** - In the situation where in the opinion of the Procurement Manager and/or the General Manager of Corporate Performance, 2 or more proposals' Total Scores are identical, the weighting criteria shall be sorted from highest to lowest importance and the scores in each weighting criteria section compared. The proposal that scores highest when comparing the weighted criteria individually in order of importance shall be declared the winner; **or** the Best and Final Offer process shall begin (See Appendix D) **or** both bids shall be rejected and the entire bid process may start over or be cancelled.

## 8.6 Vendor Classifications

8.6.1 **"New Vendor"** means a vendor that does not exist on the procurement system database is not an Approved Vendor or a Vendor of Record and is considered a New Vendor.

When a procurement is being made with a New Vendor and a Purchase Order is being used, the vendor's information must first be entered into the procurement system.

Staff are required to provide a completed "Request for Addition of New Vendor" form to the Procurement Staff who will review the form for completion prior to creating the new record in the system. The form shall include:

- All vendor information fields, completed accurately.
- Verification that the Vendor will or will not accept Visa.
- A description of the goods or service being procured from the New Vendor.

Request for Addition of New Vendor forms are available on the County's intranet.

### **Procurement staff will, upon reviewing the form:**

- Consider whether an existing Approved Vendor or contracted Vendor of Record can meet the need and make suggestions to the requestor as appropriate
- Verify that, where the procurement is valued over \$10,000 the appropriate competitive process has occurred
- Advise of any quality concerns or extenuating circumstances involving the Vendor that they may be aware of and that may influence the successful outcome of the purchase
- Request the banking information for the New Vendor so that payment can be made

Note: The procurement system requires that vendor master records be completed fully and a new record shall not be completed without all required information.

Where the item being purchased is a stocked item requiring entry into the inventory database, certain other item details may be requested by the Procurement Staff.

8.6.2 **“Approved Vendor”** means a vendor that appears within the Procurement system vendor database and has been qualified through a competitive process, or has a satisfactory historical business relationship with the County, or has a current contract with the County. Approved Vendors may be contacted for quotes prior to other sourcing.

8.6.3 **“Vendor(s) of Record (VOR)”** means a designation given to a contractual agreement with a specific **Approved Vendor(s)** in which the County commits generally to procuring all or a large volume of the corporately needed quantities of operational goods or services (i.e. a GBAPPC cooperative contract) from the named vendor(s) for the duration of the period, in cases where this approach will obtain the lowest Total Acquisition Cost to the County, will not jeopardize future supplies or be otherwise unfair to the vendor community. Approved Vendors who have a "Vendor of Record" designation or agreement in place may be noted within the procurement system database and/or they will appear on the Approved Vendor List maintained by the Procurement Staff as the **“Vendor of Record” (VOR)** for a particular commodity or service. **Authorized Purchasing Contacts are required to utilize Vendors of Record for procurements unless emergency or other extraordinary circumstances prevent them from doing so.** Goods are purchased from Vendors of Record using purchase orders or p cards or requests for delivery where a blanket order is in effect. Vendors of Record with good performance are noted as such for generally not longer than 3 years whereupon a new Vendor of Record selection process should be held with the exception of contract extensions. (See Section 13.0)

8.6.4 **“Vendor of Record selection process”** means the preferred process for selecting Vendor(s) of Record, where first an opportunity is communicated to approved or sourced vendors, or may be publicly advertised (Request For Expression of Interest). If required, a short listing may occur (Request for Pre-Qualification) and through the RFT or RFP process the award is made. RFEIs and RFPQs are optional processes. A second method of becoming a Vendor of Record would be as a result of being awarded one particular contract via a competitive process, and performing successfully, whereupon the Approved Vendor may be approached to enter into a Vendor of Record Agreement as approved by the Procurement Manager.

Vendors of Record may also be selected through the County's participation in other public agency Vendor of Record agreements. Such agreements shall be the result of a public competitive process.

The Vendor of Record concept is an accepted method for government entities to ensure a fair, open and transparent competitive bid process, while at the same time building relationships with vendors that are long term, reliable and therefore beneficial to both parties.

## **8.7 Opportunity for Public Viewing of Competitive Bid or Proposal Documents & Bidders' List Disclosure**

8.7.1 Bids and proposals submitted to the County of Simcoe are subject to disclosure pursuant to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Requests for access to bid or proposal documentation are generally processed through the formal access request process. Bid and proposal documents contain notice that bids and proposals become a public document under the custody and control of the County of Simcoe pursuant to MFIPPA.

8.7.2 The majority of tenders are posted on the County's bidding website with results also publicly posted on the site following tender closing. Where a tender opening is in person, summary bid prices shall be read out and a written summary of this information will be available for public viewing or on the County's authorized website(s) following the tender opening and/or available in an alternate format upon request.

8.7.3 Proposal openings are not public; however the selection committee's score sheets, and all proposals including the winning proposal along with the eventual contract may be subject to disclosure, pursuant to MFIPPA.

8.7.4 At minimum, basic contact information contained within any registered bidders' list i.e. company name, address, telephone and/or email within the bid window, will be subject to disclosure upon request.

## **9.0 STEP FOUR: OBTAINING APPROVAL PRIOR TO COMMITMENT**

All expenditures (other than those made valued under \$5,000 using a purchasing card) shall be **reviewed and approved prior** to commitment by staff in positions authorized to bind the Corporation or by County Council. Approval must be obtained prior to committing the Corporation to a purchase contract with a vendor. Approval and

authority to bind the corporation is assigned to various levels of management as per Section 9.4 and to County Council.

As per Section 5.0, all Tangible Capital Asset purchases, all purchases where the need cannot be clearly defined, and all operational purchases valued over \$10,000, including applicable tax, shall be procured through the RFQ, RFT or RFP process. Procurement Staff are available to assist with purchases between \$10,000 and \$75,000 and are responsible for all purchases that exceed \$75,000, unless otherwise authorized by the involved General Manager.

#### **9.1 Artificial Structuring of Item Purchased Dollar Amounts is Strictly Prohibited**

**Purchase orders or purchasing card transactions shall not be artificially structured or split to avoid the below restrictions or limits or defined purchasing card limits.**

#### **9.2 Different ways to obtain pre-approval and special approval requirements:**

9.2.1 **Electronic approval** – A purchase order is created within the procurement system and forwarded electronically by the creator to the various levels of management for their electronic signature indicating approval. In an approving manager's absence, appropriate coverage shall be arranged.

9.2.2 **Purchase card transactions over \$5,000** – Purchase card transactions over \$5,000 must be approved *in advance* by the appropriate managers as per Section 9.4, emergency purchases excepted. This may be accomplished through an electronic communication from the approving manager (email) or via a pcard type purchase order.

9.2.3 Where the Procurement Staff is procuring on behalf of a department using a purchasing card, written approval should be obtained electronically via email or via a pcard type purchase order. The approval shall be noted within the cardholder's monthly reconciliation statement to accounts payable via notes in the reconciliation screen.

9.2.4 **Report to Committee / Council** – A report is submitted seeking approval.

9.2.5 No purchasing contract shall be issued to a vendor without appropriate approval unless for an emergency purchase. (See Section 6.3)

#### **Special Approval Situations**

9.2.6 **Purchase approval for staff in the field** – General, Divisional Managers and Directors with staff that may be required to purchase in the field, are responsible for maintaining procedures that meet Procurement Policy guidelines.

9.2.7 **Contracts or Agreements with no financial impact on the County – (See Section 10.3.3)**

#### **Contracts for Unbudgeted Expenses**

9.2.8 **Where a contract or contract addendum is valued over \$50,000 and is a new operational expense and binds Corporate funds beyond the term of the current Council and it's approved budget OR involves a lease of property valued over \$50,000 annually, County Council pre-approval is required** prior to staff approval.

9.2.8.1 When creating contracts that could extend beyond the term of Council, staff are required to include language in the contract that clearly states that the award of work in all future years of the contract is contingent on Council approval of the budget for that year.

9.2.8.2 **In the year of an election**, staff are required to obtain County Council approval in advance for any contract that commits over \$50,000 in corporate funds past the term of the current Council and its approved budget. (Applies to contracts that extend past December 31st). Such contracts shall be executed by the Warden and Clerk following Council approval.

a) This rule does not apply to contracts for goods, services or projects valued over \$50,000 where the entire cost will be approved by Council in the current budget which should include and highlight the costs that carry into following year's budget.

- b) This rule does not apply to normal operational goods or services valued under \$50,000 that may occur in the January following a municipal election and prior to the first budget being approved by the new Council (usually in the January following an election).
- c) This rule does apply to contracts for goods, services or projects where only part of the required funds are approved in the current budget, and where that work is expected to carry over into the following year.

In summary, all contracts created that commit the corporation to over \$50,000 for work that may or will actually be completed in the year following a newly elected Council, must be either:

- o wholly utilize funds approved in the annual budget OR
- o clearly state on the face of the document or within the contract that the terms of the entire contract are subject to funding availability through County Council's budgetary process for the applicable fiscal year OR
- o be sent to County Council for approval in the current year prior to the "lame duck" period restricting the acts of County Council (typically the last Council meeting in June of an election year), then executed by the Warden and Clerk;

#### 9.2.8.3 RFP Issuance

In the rare circumstance that funds for a procurement have *not* been included in the current or the following years' budget and an RFP will be issued, staff shall report in advance to Council providing procurement details, seeking input on the draft evaluation criteria, and approval for the RFP issuance. Should Council request contract award details, staff will report back following MFIPPA guidelines with regard to releasing sensitive information.

#### 9.2.9 Under Budget Situations

**Under Budget Situations, Incomplete or Redefined Procurements (operational or capital)** - In cases where actual cost amounts to less than budgeted project amounts or the project is cancelled, the following guidelines shall be applied:

- 9.2.9.1 Where a planned procurement (operational or capital) is completed, where a project is partially completed, or not completed at all, under the budgeted project amount **and** the dollars involved are defined as "**immaterial**" by the General Manager and the Divisional Controller (with approval of the Treasurer), the General Manager may re-allocate those funds to other operating or capital projects **or** those funds will be considered surplus.
- 9.2.9.2 Where a planned procurement (operational or capital) is completed, where a project is partially completed, or not completed at all, is under the budgeted project amount, **and** if the dollars involved are defined as "**material**" by the General Manager and the Divisional Controller (with approval of the Treasurer) a request may be made **to County Council for approval** within the year to re-allocate those funds to other projects, to move the funds to reserve for future operational or capital project(s), or those funds will may be considered surplus.

#### 9.2.10 Over Budget Situations

**Over Budget Situations, Unexpected Changes, or Redefined Procurements (operational or capital)** - In cases where actual cost amounts to more than budgeted project amounts or the project is altered, the following guidelines shall be applied:

- 9.2.10.1 **Over budget Situations or Redefined Procurements – Minor Procurement valued under \$50K** – Where a planned procurement (operational or capital) **valued under \$50K or for any procurement that is** over budget by more than 10%, compensating measures may be taken within the involved expense category or project with the approval of the Department Manager and Divisional Controller. Compensating measures proposed to "cross over" expense categories must be approved by the General Manager and Treasurer.
- 9.2.10.2 **Over budget Situations or Redefined Procurements - Small Procurements valued \$50K to \$500K** – Where a planned procurement (operational or capital) is defined as a project and is assigned a Statistical or Capital Internal Order number and the actual cost will exceed the approved project budget **by more than 10%**, the requestor must obtain **Council approval**

prior to initiating the purchase. The Treasurer may lower the reporting threshold on any item or project at their discretion.

**9.2.10.3 Over budget Situations or Redefined Procurements - Large Procurements valued \$500K and over** – Where a planned procurement (operational or capital) is defined as a project and is assigned a Statistical or Capital Internal Order number and the actual cost will exceed the approved project budget **by more than 5% or more than \$50K, whichever is greater**, the requestor must obtain Council approval prior to initiating the purchase. Where it is evident during a project that costs will exceed the approved budget by more than **5% or more than \$50K, whichever is greater**, the requestor must immediately advise the Treasurer and General Manager of Corporate Performance and **advise Council as soon as possible, preferably prior** to initiating the purchase or approving additional costs while the project is in process. The Treasurer and General Manager of Corporate Performance may lower the reporting threshold on any item or project at their discretion.

	Sample Approved Project Budget	Overage Value Requiring Council Report
Small Procurement (\$50,000 - \$500,000)	\$50,000	\$5,000
	\$100,000	\$10,000
	\$150,000	\$15,000
	\$200,000	\$20,000
	\$250,000	\$25,000
	\$300,000	\$30,000
	\$350,000	\$35,000
	\$400,000	\$40,000
	\$450,000	\$45,000
Large Procurement (\$500,000 and over)	\$500,000	\$50,000
	\$550,000	\$50,000
	\$600,000	\$50,000
	\$650,000	\$50,000
	\$700,000	\$50,000
	\$750,000	\$50,000
	\$800,000	\$50,000
	\$850,000	\$50,000
	\$900,000	\$50,000
	\$1,000,000	\$50,000
	\$1,500,000	\$75,000
	\$2,000,000	\$100,000
	\$3,000,000	\$150,000
	\$4,000,000	\$200,000
	\$5,000,000	\$250,000
	\$6,000,000	\$300,000
	\$7,000,000	\$350,000
	\$8,000,000	\$400,000
	\$9,000,000	\$450,000
	\$10,000,000	\$500,000
	\$20,000,000	\$1,000,000
\$30,000,000	\$1,500,000	
\$40,000,000	\$2,000,000	

### 9.3 Information to include when seeking management approval

9.3.1 **Electronic purchase orders** being sent to management are required to contain:

1. Line Item contents - a clear description of the item being ordered along with relevant specifications, the quantity and unit of measure, GL account and cost centre number or internal order project number or work order number, correct price with *applicable* taxes clearly shown
2. Header Contents - delivery date, ship to address, payment terms, RFQ, T or P #

3. HEADER TEXT (Prints on the PO) -name of division and a contact person
4. HEADER NOTE (Does not print on the PO) – budgeted amount and any other helpful information for the approver

9.4 All expenditures made (other than those valued under \$5,000 made using a purchasing card) shall be **reviewed and pre-approved prior** to commitment by the below noted positions authorized to bind the Corporation under the following conditions:

Dollar limits	Position
\$1 to \$5,000	Authorized Purchasing Contact
\$5,001 to \$15,000	Authorized Supervisors/Mgmt Staff reporting to Directors/Mgrs (depending on their department's organizational structure this level may be retained by the next level of mgmt as they see fit)
\$15,001 to \$50,000	Directors/Mgmt Staff Reporting to General Managers (depending on their department's organizational structure this level may be retained by the next level of mgmt as they see fit)
\$50,001 to \$250,000	Divisional Controllers followed by General Managers
\$250,001 to \$500,000	General Manager of Corporate Performance
\$500,001 to \$1,000,000	Chief Administrative Officer
\$1,000,000 +	Warden

**Note:**

- All above acquisitions have been previously approved by Council through the budget process.
- Levels of approval authority under \$50,000 may be revised at the discretion of the appropriate General Manager.

See Section 9.2.6 through 9.6.13 above for special approval circumstances.

Where the expenditure relating to an **emergency situation** is anticipated to exceed \$1,000, the authorized purchaser shall wherever possible first obtain the approval of their Department Manager OR where **over \$5,000** the General Manager OR the Chief Administrative Officer.

## 10.0 STEP FIVE: CONTRACT CREATION, REVIEW AND EXECUTION

### 10.1 Purchase Contract Creation (Also see 9.3.1)

There are circumstances where a standard purchase order **may not** be required. (See Section 13)

In these identified instances a Payment Requisition PO or Purchasing Card can be used.

**A system generated Purchase Order shall be created for all other purchases and further to Section 9.4** it shall be reviewed and pre-approved by management, and shall be issued to the vendor communicating the County's purchase needs. This PO issuance and approval process shall occur PRIOR to the goods or services being received unless in emergency or other extraordinary circumstances.

It is the responsibility of the PO creator to communicate the Purchase Order to the Vendor and to ensure that the process for receiving the Purchase has also been communicated.

#### 10.1.1 Creators can create and receive POs, but not approve POs.

#### 10.1.2 Approvers can approve and receive POs, but not create POs.

In order to maintain separation of duties, Approvers shall never perform all of the following three tasks: create the PO (including Payment Requisition POs), process a goods receipt, and approve the document. Where a Payment Requisition is involved, Approvers shall be limited to approval of the PO. Approvers who engage in this activity shall be subject to disciplinary measures.

It is important to realize that a system generated Purchase Order requires a goods receipt transaction in the system to close the purchase order and allow payment. Therefore, when creating a purchase order, it is imperative that the creator give consideration as to:

- the correct unit of measure in case of partial receipt or back order
- the unit of measure on the purchase order matching the eventual invoice
- who will physically receive the goods and who will record that receipt in the system

Purchase Orders are created:

- to facilitate the internal approval process prior to commitment
- to clearly communicate and formalize in writing the terms of our purchase contract to the vendor
- to communicate a reference number to a vendor for inclusion on their delivery and invoice documents
- to facilitate the payment process as the purchase order should provide AP with what they need to pay an invoice: proof of approval, proof of receipt and proof the price is right.

Where an invoice arrives without a **Purchase Order number** on its face, the invoice shall be RETURNED to the vendor who may contact the County staff person for a Purchase Order number.

Where an invoice arrives **with a Purchase Order number** on its face and it is found that the Purchase Order **was not** properly created or received the Purchase Order shall be created after the invoice has arrived, and the goods shall be received against it, to ensure historical procurement system data is accurate and to reinforce the correct procedure.

Staff making emergency purchases WHERE A PURCHASING CARD CANNOT BE USED, must advise the vendor to note on their invoice the word "emergency" and the staff person's name as a reference for Accounts Payable. A Purchase Order (system generated or manual) shall be created as soon as possible after the emergency order is placed.

## 10.2 Purchase Order Creation, Contract Types, Review and Execution

Final purchase contracts are divided into two categories:

- 1) those with extra contract documents and
- 2) those without.

"Extra contract documents" usually apply to Tangible Capital Purchases and large Operational purchases that were acquired with RFT, RFP or other contract documents.

"Extra contract documents" may also apply to Operational purchases where an RFQ was utilized, and should always be referred to the Procurement Professional for review prior to signing.

"Extra contract documents" may be a page of additional terms and conditions put forward by the vendor, or as extensive as a multi-page contract dictating additional warranty details, repair and maintenance recommendations, and legalese related to contract termination or renewal. These should always be referred to the Procurement Professional for review prior to signing in case their terms conflict with the County's standard terms and conditions.

10.2.1 All contract documents required to complete procurement transactions for goods or services including but not limited to, a purchase order, request for delivery, form of agreement or other contract or other terms or conditions **shall be reviewed** (checked for correct and complete information) and **executed** (approved by appropriate manager(s) and issued to the vendor) by authorized staff only. (See 10.2.8)

- 10.2.2 **In cases where a purchase order has extra contract documents involved, all documents** shall be forwarded to the Procurement Professional or Procurement Manager, or at a General Manager's request or Procurement Staff's recommendation to the County solicitor for **contract review. (See Section 10.3)** Until such review, the contract shall not be signed or sent to the vendor by County Staff. Exceptions to this rule must be approved by the General Manager of Corporate Performance or Chief Administrative Officer who shall manage the review and execution of documents in these circumstances.
- 10.2.3 **Standard Purchase Orders (NB) for operational one time or repetitive operational purchases valued under \$75,000 where there are no additional contract documents attached are created** within a department by an Authorized Purchasing Contact, shall be reviewed by the Authorized Purchasing Contact and approving managers and shall be executed (issued to vendor) by the Authorized Purchasing Contact and/or the appropriate manager within the department or division. Standard POs may be put in place for up to one year for operational goods and services where no extra contract documents are involved.
- 10.2.4 **Tangible Capital Asset Purchase Orders (ZA) valued over \$10,000 and Standard Operational Purchase Orders (valued over \$75,000) shall be created and reviewed by the Procurement Staff.** System receipts of tangible capital purchase and operational Purchase Orders shall be completed by the designated receiver of the applicable department or facility receiving the goods or services. (See Section 11) Purchases made valued under \$10,000 that *contribute to and are charged to* a tangible capital project qualify as operational purchases (See 3.24) under the guidelines of this policy and may be made by Authorized Purchasing Contacts using Purchase Orders or Purchasing Cards.  
**NOTE 1: Operational and Capital items shall not be combined on a single Purchase Order.**  
**NOTE 2: Only 1 Internal Order (3000 series) shall be used on a single Purchase Order, exceptions must be approved by the Department Head and Treasurer.**  
**NOTE 3: Changes to ZA or Capital Asset POs shall only be made by the Procurement Pro (creator) or Finance staff who shall ensure the Department Head and Controller (at a minimum) is aware of the changes via email summary.**
- 10.2.5 **Blanket Purchase Orders (ZB) for repetitive purchases where extra contract documents are involved shall be created by and reviewed by the procurement staff prior to issuance.** Blanket orders are issued for large quantities of goods or services or for dollar amounts related to a large project (i.e. consulting for the construction of a road) and generally are used where a competitive bid process has occurred and there are extra contract documents in place. Requests for delivery may be used to signal vendors of the need for items covered by a blanket purchase order and shall be issued by the authorized purchasing contact for the division involved with a reference number. System receipts of blanket purchase orders shall be completed by the designated receiver of the applicable division or facility receiving the goods or services. (See Section 11). When creating a Blanket Purchase Order, the procurement staff will verify all details with the requestor as well as the process details that will ensure proper receiving protocol is followed.
- 10.2.6 **Framework Purchase (FO) Orders shall be created and reviewed by the Procurement Staff prior to issuance** and may be recommended by the Procurement Professional in circumstances where the payment can be scheduled and no system receipt is deemed to be required to prove delivery. (e.g. ongoing leased equipment or rented space payments). Procurement Professional should be consulted in these situations.
- 10.2.7 **Purchasing Card Purchase Orders (ZV) for operational purchases valued under \$75,000 and tangible capital assets valued under \$10,000 with no additional contract documents attached are created** within a department by an Authorized Purchasing Contact, shall be reviewed by the Authorized Purchasing Contact and approving managers and shall be executed (issued to vendor) by the Authorized Purchasing Contact and/or the appropriate manager within the department or division. All other ZV type purchase orders shall be created by Purchasing Staff.
- 10.2.8 **Estimated Price Purchase Orders** may be created by authorized purchasing contacts and may be recommended by the Procurement Professional in circumstances where there is fluctuating commodity be procured.



10.2.9 **Payment Requisition Purchase Orders** may be used to request cheques to pay for goods and services in cases where a purchasing card cannot be used and where an invoice is not going to be issued. See Section 13 for examples of these situations and Section 10.1 for further details.

10.2.10 **Verbal orders to vendors made by authorized purchasing contacts in the field** must be accompanied by a purchase order number or purchasing card number and shall be followed up with a system generated purchase order that should be marked "Confirmation" in the Header Text only if the document is being sent to the vendor.

10.2.11 **Legal review** - The County solicitor may be contacted for contract review wherever contract documents are confidential or are not clearly understood or seem vague or indefinite.

10.2.12 Contracts that require the signature of the Warden and Clerk shall have their original documents retained by the Clerk's office.

**10.2.12 Order of Signing** -It is the County's policy that where both the County and the vendor representative(s) are required to sign a particular contract, the vendor shall place their signature(s) on the contract documents first. In most cases this will occur as part of the vendor's bid submission when they sign the Form of Tender or Proposal.

**10.3 Authority is hereby granted to those positions duly noted below to review and execute (apply signature if necessary and forward to vendor) the below noted documents, having received management approval to bind the Corporation as per Section 9.4:**

Contract Type	Minimum Position Authorized to Review and Approve or Execute (Senior positions to those noted are acceptable as alternates)
<p><b>10.3.1 Request for Delivery document (aka Releases)</b> requesting operational items from vendors that are contained in an existing Blanket Purchase Order</p>	<p><b>Authorized Purchasing Contact (See Section 3.4)</b> Individual's \$ limits for issuing operational purchase contracts under \$50,000 to be determined by Department Directors/Mgrs or General Managers</p>
<p><b>10.3.2 Management approved system generated Purchase Orders/contracts</b> for <b>operational</b> items valued up to \$50,000 with <b>no additional contract documents attached</b>. e.g. permits depending value</p>	<p>See above 10.3.1.</p>
<p><b>10.3.3 Contracts or Agreements requiring a signature with <u>no financial cost to the County budget or those involving revenue from leases, sales or services</u></b>– i.e. an agreement to allow a company to place vending machines on our property, environmental recyclable sales, Memorandums of Understanding, zero \$ value permit applications, funding agreements from other agencies or levels of government, Non-Monetary Contract Addendums or Acquisitions i.e. Redemption of corporate bonus points accumulated through purchasing at a certain vendor. Note: Bonus points redeemed must be utilized for items beneficial to the applicable division. <b>Letters of Intent, Memorandums of Understanding or Agreement</b> must be reviewed by the Procurement Professional to determine signing requirements.</p>	<p><b>Procurement Manager/Designate or Treasurer/Designate or County Solicitor and GM or Director</b></p> <p><b>Optional: County Clerk/Warden or other Signing Officer where required by the agreement or as authorized by other County policy/by-law e.g. certain funding agreements</b></p> <p>Note: Staff Report to Council may be required re agreements on funding from other levels of government or agencies that impact County resources or service levels.</p>

<p><b>1034 Purchase Orders/Contracts requiring signature</b> including equipment or vehicle leases or Contract Addendums for operational items <b><u>with additional contract documents attached</u></b> valued up to \$50,000 annually</p> <p><b>1035 Purchase Order/ Contracts</b> for tangible capital items valued from \$10,000 to \$50,000</p> <p><b>1036 Blanket Purchase Orders or Vendor of Record Agreements</b> valued up to \$50,000</p>	<p><b>Procurement Professional and Department Director/Manager</b></p>
<p><b>1037 Purchase Orders/Contracts requiring signature</b> including equipment or vehicle leases, binding insurance coverage or amendments to insurance coverage, Legal Settlements, Utility Contracts, or Contract Addendums for operational <b><u>items with additional contract documents attached</u></b> valued over \$50,000</p> <p><b>*See Section 10.4 re leases with an annual value of over \$100k.</b></p> <p><b>1038 Purchase Order/ Contracts</b> or Contract Addendums for tangible capital items valued over \$50,000</p> <p><b>1039 Blanket Purchase Orders or Vendor of Record Agreements or Addendums</b> valued over \$50,000</p>	<p><b>Procurement Professional and Department Director/Manager or Treasurer</b> (who will review and forward to the Warden and Clerk for final signature if required. see 10.3.10)</p>
<p><b>103.10 Where a contract or contract addendum is valued over \$50,000 and is a new operational expense and binds Corporate funds beyond the term of the current Council and it's approved budget OR involves a lease of property valued over \$50,000 annually, County Council pre-approval is required prior to staff approval.</b> All executed documents associated with the contract shall be retained by the Clerk's office.</p>	<p>Refer to Section 9.2.8. Once approved the contract shall be forwarded to the Warden and Clerk for review and signature as required after first being sent to the vendor for their signature. All executed documents associated with the contract in these cases shall be retained by the Clerk's office. See 10.3.14 re extensions.</p>
<p><b>10.3.11 Contracts for professional services i.e. project managers, care providers or consultants or temporary labour where an invoice is being provided to the County</b></p>	<p><b>Department or General Manager and Procurement Professional</b></p>
<p><b>10.3.12 Urgent or Emergency contract situations. See Section 6.2</b></p>	<p><b>Authorized Purchasing Contact – Purchase Orders shall be created wherever possible prior to invoice arrival or immediately following.</b></p>
<p><b>10.3.13 Full Time Staff Employment Contracts</b></p>	<p>Warden and Clerk as per Council's by-law with Human Resources Dept involvement. All original documents associated with the contract in these cases shall be retained by the Clerk's office.</p>
<p><b>10.3.14 Contract Extensions</b></p>	<p>Where a potential contract extension was included in the original contract approved by Council (10.3.10) or is a standard contract extension, the extension may be signed by authorized staff should the extension be approved by the Department Manager and Procurement Professional</p>
<p>* Note: Where a contract requires the signature of an “<b>Officer of the Corporation</b>” only the positions of Warden, Clerk, Treasurer or Chief Administrative Officer are authorized to sign.</p>	

## 10.4 Leasing

A lease is a time limited grant of either real or personal property from the owner of that property (known as the “lessor”) to another party (known as the “lessee”), under which the lessee is entitled to the use and benefit of the property in question for the period so granted, in exchange for the payment of a stipulated rent to the owner or other consideration. In most commercial leasing the rent will take the form of a moneypayment.

**For leases with an annual payment total valued under \$100,000** - See above Section 10.3.4 and 10.3.7 for contract review and signing requirements.

**For leases with an annual payment total of over \$100, 000** - The County implemented a Lease Policy in 2003 (By-law 4939). Real property or space rental leases shall be forwarded to the Real Estate Manager for review and all other leases (e.g. office equipment) shall be forwarded to the General Manager of Corporate Performance or their designate for the appropriate review and lease vs. buy analysis PRIOR to signing.

## 10.5 Alternative Dispute Resolution Process

Vendors who have or have had an interest in a call for bids or proposals shall resolve all disputes specific to the award of a contract through the Alternate Dispute Resolution (“ADR”) process described below, and agree to this as part of any response to a Request for Quote, Tender or Proposal, or through their acceptance of a County purchase order.

Any bidder/proponent who has asked to participate in the ADR process will be provided with information designed to assist them to both understand the bid process that occurred and to assist them in improving their future bids/proposals to the Corporation.

Where the provision of such information is not satisfying, any bidder/proponent who has asked to participate in the ADR process who continues to be dissatisfied with the outcome of the public procurement process following the provision of the information described above, may request a meeting with senior members of the Procurement Staff and senior County staff in the order outlined below.

Should the bidder/proponent continue to feel dissatisfied with the decision of the County, they may request mediation and/or arbitration in an effort to bring closure to their concern(s).

**Note 1: Any information provided to a bidder/proponent through this process and/or any information provided by the bidder/proponent to the Corporation will remain confidential wherever requested.**

**Note 2: Any disputes that arise between the successful bidder/proponent and the County following the award of contract shall be in accordance with the dispute resolution process outlined within the performance contract.**

### 10.5.1 Alternative Dispute Resolution Process - Procurement Processes not subject to CFTA or CETA

The award of any contract shall not be rescinded nor the progress of any project be delayed by a request for use of the Alternative Dispute Resolution Process.

The step by step procedure to be followed for the ADR process is as follows:

**Step 1:** A written request for a debriefing meeting must be received by the County within ten (10) business days of the award decision. Within twenty (20) business days of this request, or such later date as may be mutually agreed upon, a debriefing meeting will take place with a member of the Procurement Staff, technical resources if deemed appropriate by the County, and up to 2 representatives of the vendor. Only details from the bidder’s/proponent’s submission will be discussed at this meeting.

**Step 2:** Should the bidder/proponent continue to have concerns following the debriefing meeting, the bidder/proponent may request, in writing and within five (5) business days of the debriefing meeting, a second debriefing session with the Procurement Manager, Procurement Staff, technical resources if deemed appropriate by the County, and up to 2 representatives of the vendor. This meeting shall take place within twenty (20) business days of the request described above, or such later date as may be mutually agreed

upon. At this meeting, the reasons why the contract was awarded to the successful bidder/proponent will be discussed, however, this will not include any proprietary information respecting any bids/proposals.

**Step 3:** If the bidder/proponent continues to have concerns respecting this specific contract the bidder/proponent may request a meeting with the Procurement Director, Procurement Manager, technical resources if deemed appropriate by the County, and up to 2 representatives of the vendor. This request must be received in writing within five (5) business days following the meeting described in Step 2. The meeting shall take place within twenty (20) business days of that request or at such later date as may be mutually agreed upon.

**Step 4:** If the bidder/proponent continues to be dissatisfied, the bidder/proponent may then request a further review by the Procurement Director, General Manager of Corporate Performance and other senior staff/resources if deemed appropriate by the County. Such request shall be received within five (5) business days of the meeting described in Step 3. This review shall take place within twenty (20) business days of the request, or such later date as may be mutually agreed upon,. At the point that the written request is made, the bidder/proponent shall provide a written summary of its position.

**Step 5:** Following the review described in Step 4, the Procurement Director and General Manager of Corporate Performance may recommend, or the unsuccessful bidder/proponent may ask the County to appoint a mediator to assist in trying to resolve any outstanding issues between the parties. This mediator shall not have the authority to make a binding decision, but shall make their best efforts to assist the parties to reach a mutually acceptable solution.

Alternatively the Procurement Director and General Manager of Corporate Performance, or the unsuccessful bidder/proponent, may ask for the appointment of an arbitrator to be appointed by the County. Such an arbitrator is to render a final decision in writing within three (3) months following the request.

If a review body has determined that there has been a breach of process, compensation is limited to the costs of the preparation of the bid/proposal submission, or the costs relating to the challenge, or both. If the parties cannot agree upon the fair and reasonable amount of such costs, their quantum may be referred to the review body determination, the costs of which shall be borne by the party that is unsuccessful in the challenge.

Any resolution reached through the mediation or arbitration process shall remain confidential if requested by either of the parties.

**For bidders/proponents who fail to meet the timelines for ADR participation, Procurement Staff will allow, at their discretion, one debriefing opportunity where the reasons for non-award will be reviewed. This will end the process.**

#### **10.5.2 Alternative Dispute Resolution Process - CFTA/CETA Governed Procurement Processes**

The County shall provide a timely, transparent, and non-discriminatory administrative or judicial review procedure through which a vendor has or has had an interest in a call for bids or proposals may challenge a breach of the requirements of CFTA and/or CETA.

The County and the supplier shall seek to resolve the dispute through consultations. The County shall accord impartial and timely consideration to the dispute in a manner that is not prejudicial to the vendor's participation in ongoing or future procurement or the vendor's right to seek corrective measures under an administrative or judicial review procedure.

Interim measures may be taken to preserve the vendor's opportunity to participate in the procurement. Measures may result in postponement or suspension of the procurement process. Adverse consequences and public interest may be taken into account when deciding whether interim measures shall be applied. Where interim measures are not applied, the reasons for not applying such measures shall be provided in writing.

The step by step procedure to be followed for the ADR process is as follows:

**Step 1:** A written request for a debriefing meeting must be received by the County within ten (10) business days of the published award decision. Within twenty (20) business days of this request, or such later date as may be mutually agreed upon, a debriefing will take place with a member of the Procurement Staff, technical

resources if deemed appropriate by the County, and up to 2 representatives of the of the Vendor. Only details from the bidder's/proponent's submission will be discussed at this meeting.

**Step 2:** Should the bidder/proponent continue to have concerns following the debriefing meeting, the bidder/proponent may request in writing and within five (5) business days of the debriefing meeting a second debriefing session with the Procurement Manager, Procurement Staff, technical resources if deemed appropriate by the County, and up to 2 representatives of the vendor. This meeting shall take place within twenty (20) business days of the request described above, or such later date as may be mutually agreed upon. At this meeting, the successful bidder/proponent for the specific contract in dispute shall be identified, and the reasons why the contract was awarded to that bidder/proponent will be discussed at this meeting. However, this would not include any proprietary information respecting any bids/proposals.

**Step 3:** Following the meeting described in Step 2 above, a findings summary shall be issued to the vendor in writing within 90 days after filing of its dispute, unless an extension of time is warranted due to extenuating circumstances, in which case the findings will be issued within 135 days after the filing of the dispute.

**Step 4:** If, following receipt of the findings summary, the bidder/proponent continues to be dissatisfied, the bidder/proponent may then request a further review by the Procurement Director, General Manager of Corporate Performance and other senior staff/resources if deemed appropriate by the County. Such request shall be received within five (5) business days of receipt of the findings summary. This review shall take place within twenty (20) business days of the request, or such later date as may be mutually agreed upon. At the point that the request is made, the bidder/proponent shall provide a written summary of its position.

**Step 5:** Following the meeting described in Step 4, the Procurement Director and General Manager of Corporate Performance may recommend, or the unsuccessful bidder/proponent may ask the County to appoint a mediator, arbitrator, or request the assistance of a provincially designated review body to assist in trying to resolve any outstanding issues between the parties. These matters shall be referred to the applicable third party within twenty (20) days following the request.

If a review body has determined that there has been a breach of process, compensation is limited to the costs of the preparation of the bid/proposal submission, or the costs relating to the challenge, or both. If the parties cannot agree upon the fair and reasonable amount of such costs, their quantum may be referred to the review body determination, the costs of which shall be borne by the party that is unsuccessful in the challenge.

Any resolution reached through the mediation or arbitration process shall remain confidential if requested by either of the parties.

**For bidders/proponents who fail to meet the timelines for ADR participation, Procurement Staff will allow, at their discretion, one debriefing opportunity where the reasons for non-award will be reviewed. This will end the process.**

## **10.6 Acquisition Reporting to Committee and Council**

County Council reviews and approves the operational and capital budgets each fiscal year, thereby authorizing staff to proceed with the expenditures within the budget.

Additional reports to committee shall be created by staff as the General Manager deems appropriate and as per Section 4.2 e) a key principle of the Procurement, Fleet and Property Division and all Authorized Purchasing Contacts and staff representing the County of Simcoe shall be to make best efforts to inform Council of procurement activity or situations that may appear to have a significant political or financial impact within their own individual municipality.

The Procurement Staff will create reports regarding procurement issues on behalf of Divisions or Departments on request. Requests for such reports must be submitted to the Procurement Staff with appropriate notice prior to the committee meeting date to allow time for report creation, and the senior management report approval process.

All emergency purchases determined to be monetarily "material" by the Divisional Controller shall be reported to County Council for information purposes on a regular basis, individually or in summary form, by the General Manager involved.

New and unbudgeted expenditures must be reported to and receive approval by Council prior to acquisition.

## 10.7 Vendor Performance

- 10.7.1 Vendor performance and professional conduct issues that arise over the course of a contract must be recorded by the contract administrator or authorized purchasing contact in writing and kept within the specific procurement file, with a copy provided to the Procurement Staff.
- 10.7.2 Vendor performance and professional conduct issues that are of a major concern and that may affect the awarding of another contract to that vendor by the same or a different corporate division must be communicated by the contract administrator to the Procurement Staff or vice versa in order to be recorded and to protect the Corporation.
- 10.7.3 A vendor's historic or current poor performance and poor professional conduct with the County is a consideration when awarding a contract. In an effort to provide a fair and equal opportunity for all proponents, the historical performance of incumbent or past suppliers will be considered through the reference check process. Current or past suppliers must include the appropriate County departmental contact as a reference and provide a contact name.
- 10.7.4 Any vendor that develops a poor professional conduct record with the County may have their contract terminated or they may be excluded from a bid process at the discretion of the Procurement Manager and Procurement Director, with the agreement of the Department Manager involved. This exclusion could be in effect for a period of up to two years or longer, depending on the circumstances - of which the Procurement Manager and Procurement Director and the Department Manager shall be the sole judge. Vendors are wholly responsible for the professional conduct of their subcontractors.
- 10.7.5 Any vendor that is involved in unprofessional conduct (the nature of which the County shall be the sole judge), a health and safety violation, is criminally charged, or is in a dispute or litigation of any kind with the County may have their contract terminated or they may be excluded from a bid process at the discretion of the Procurement Manager and Procurement Director, with the agreement of the Department Manager involved. This exclusion could be in effect for a period of up to two years or longer, depending on the circumstances of which the Procurement Manager and Procurement Director and the Department Manager shall be the sole judge. This policy shall extend to any subcontractor who is in a dispute or litigation with the County.

## 11.0 STEP SIX: RECEIVING THE GOODS OR SERVICES

It is important to understand that the system goods receipt of a Purchase Order triggers the payment to the Vendor. For this reason, prior to the system goods receipt the Receiver shall confirm with the End User, their satisfaction with the good or service, and that they do not require payment to be held (e.g. quality problems).

- 11.1 All County facilities and departments shall have designated receiving areas and staff who are designated as Receiver(s).

- 11.1.1 The Receiver shall physically receive and/or verify the receipt of goods or service work performed, review the documents provided to them, ensure correct description and quantity, identify a County purchase order number or contact name, sign and date the document in a legible manner, and receive the goods in the procurement system against the purchase order where applicable **or** forward the signed documents to a designated staff person responsible for system receipts.

Certain items are excluded from the Purchase Order and Receipt process. (See Section 13)

- 11.1.2 Goods will be delivered to the requestor and whenever possible the requestor will be asked to inspect the goods and sign off on the delivery receipt as well.
- 11.1.3 Procurement Staff shall be notified by the receiver of any late, damaged or otherwise incomplete orders immediately, by written communication.
- 11.1.4 The procurement system will be updated by the designated receiver on site or other designated staff, and the delivery receipt paperwork will be filed as per record retention requirements.

- 11.2 **Proof of Delivery** means the legible signature (electronic or manual) of a County staff person on a packing slip or other like document or an entry within the receiving system that is acceptable to Accounts Payable and proves a good or service was received in good order and that the matching invoice when received, should be paid by the Accounts Payable staff.
- 11.3 **For items purchased with a purchasing card**, cardholders shall retain their receipt for the month end statement reconciliation process, and eventual submission to accounts payable. For phone orders, vendors must be instructed to fax or mail in a copy of the receipt to the cardholder's attention.
- 11.4 **For professional consulting services** (See Appendix D) work orders or advance invoice notification (AIN) summaries must be sent to the contract administrator in advance of the actual invoice. The contract administrator shall arrange for the services to be received against the purchase order.
- 11.5 **Proof of Delivery for Tangible Capital purchases that have payment milestones** may take the form of submitted requests for payment (payment certificates) from the vendor and these shall be signature approved by the contract administrator (See Appendix D) and/or the appropriate manager (See Section 9.0) and received against the purchase order. **It is the responsibility of the Contract Administrator to monitor invoices billed against a project so as to ensure over payment does not occur.**
- 11.6 **For maintenance services** where a vendor arrives at a County property, provides a property or other maintenance service that does not require entering the facility (i.e. garbage bin emptying or snow plowing) the vendor shall leave a delivery receipt on site for the designated receiver to retrieve OR fax in a delivery confirmation to the County staff person responsible for monitoring the completion of those services who shall enter the receipt into the system.
- 11.7 **For Tangible Capital purchases where payment milestones are not applicable** proof of delivery paperwork should be signed by the designated Contract Administrator (or in their absence the Divisional Manager) verifying the item or service was received in satisfactory condition. The receipt should then be entered into the system by the designated receiver.
- 11.8 **For all other purchases:** a delivery receipt, packing list, work order, or Advanced Invoice Notification (AIN) is required to arrive with every good, or after any service is rendered and be presented for signing to an authorized receiver.
- 11.9 **Matching** means the process used in accounts payable to match an incoming invoice with a pre-approved system generated Purchase Order and a receipt prior to paying the invoice.
  - 11.9.1 **Invoices that cannot be matched** to the appropriate pre-approved system generated Purchase Order or Request for Delivery and matched to a Proof of Delivery/System Receipt or approved payment certificate shall be considered Invoice Exceptions and shall not be paid but shall be forwarded back to the Vendor or to the department involved for proper processing depending on the issue.
  - 11.9.2 **Invoices Exceptions that are a result of procurement activity performed outside the approved procurement policy process** (i.e. an invoice arrives in accounts payable that should have a Purchase Order and does not) shall be tracked.

## 12.0 STEP SEVEN: PAYMENT FOR GOODS AND SERVICES

12.1 The County of Simcoe Purchasing Card is the preferred method of payment.

### 12.2 Non- purchase card procurement

The General Manager of Corporate Performance or their designate shall honour and pay for all goods and services covered by a purchase order or payment requisition approved by the authorized County staff person.

Such payment shall be in accordance with the terms of payment provided that:

- a) terms of payment on the invoice agree with those on the purchase order or requisition, standard payment terms are net 45 days unless otherwise approved by the Treasurer

- b) the price agrees with that on the purchase order
- c) a signed delivery receipt form, packing list, or Advanced Invoice Notification is received against the purchase order that corresponds to the goods or services invoiced
- d) in lieu of the matching process an authorized signature is applied to the invoice or payment requisition as per the approval limits noted in Section 9.4. (See Section 13)

### **12.3 Conditions for Non-Payment: Non- Purchase Card Purchases**

An invoice will not be paid when submitted to Accounts Payable with:

- a) no relevant Purchasing reference number ( i.e. Purchase Order number) or
- b) an error in the price or
- c) the price over what was on the approved purchase order or
- d) an error in quantity or
- e) no proof of delivery

The invoice will be forwarded back to the Vendor or to the staff and Manager(s) responsible for purchase order creation, approval and receipt or signatures as required according to the levels outlined in Section 9.0 of this Procurement Policy.

Incidents of this nature shall be recorded by Accounts Payable and Procurement and forwarded to the Divisional or General Managers for their review and corrective action if required.

### **12.4 Pre-payment**

No pre-payment of all or part of any goods, services, equipment, or contract shall be made unless provision for same is included in the original purchase order, tender, quotation, or request for proposal. (Also See Section 15.5.5 h)

### **12.5 End of Fiscal Year Invoicing**

- 12.5.1 Purchases made in the final month(s) of a fiscal year must be received physically and into the procurement system by the final day of the year and related proof of delivery documentation must reflect the correct date of receipt.
- 12.5.2 Invoices for such purchases must be received within 15 days of the first month of the new fiscal year to ensure payment. It is the responsibility of the End User of the goods or services to ensure the vendors complies with these requirements.



**13.0 CIRCUMSTANCES UNDER WHICH A COMPETITIVE PROCESS IS NOT REQUIRED**

While in all cases competitive procurement is the preferred route, it is recognized that this is not always possible. There may be situations where a larger competitive bid process has occurred in advance (i.e. Canadian Free Trade Agreement (CFTA) and Canada-European Union - Comprehensive Economic and Trade Agreement (CETA) allow municipalities certain exemptions when it comes to the competitive bid process.

**13.1 Procurement excluded from a competitive process.**

**Authorized staff may if necessary, procure from a vendor without using a competitive process using a purchasing card or purchase order in the following circumstances:**

a) Where the dollar value of the proposed purchase (or sale) does not justify the costs of a competitive procurement process or would not attract bids, or when competitive procurement may be found to be impractical. These include:

- Training, Education, Staff Recognition
- Conferences, Courses, Conventions, Seminars, Award Banquets
- Memberships, Branded Merchandise
- Professionally valuable magazines, newspapers, books, periodicals (less than \$100,000)
- Staff Development, workshops

- Refundable Employee Expenses
- Meal Allowances
- Misc. Non-Travel expenses e.g. PPE
- Travel Expenses

- Specific Employer's Expenses
- Payroll Deduction Remittances, Executive Recruiting
- Employment Contracts
- Medicals, Lab services
- Licenses (Vehicles, etc.)
- Insurance, Premiums, Legal and Bank Fees
- Grants to Agencies
- Damage Claims
- Petty Cash Replenishment
- Building Lease Payments
- Tax Remittances
- Preventative Maintenance and Repairs to the Warden's vehicle
- County sponsored events with geographic consideration e.g. Warden's golf tournament
- Equipment Lease Payments and Financing Companies

Emergency Purchases (See Section 6.2)

Photography and Advertisement (less than \$100,000)

Contracted Staffing Agencies or Recruitment Firms

Library Materials, Museum Gift shop merchandise, Entertainers

- Utilities and related bulk purchases
- Postage, Water, Hydro, Gas, Oil, Propane, Telephone
- Non-Monetary Acquisitions
- Redemption of corporate bonus points accumulated by purchasing from a certain vendor

b) Where the goods or services are estimated to be valued under \$10,000, including applicable tax, and the appropriate approvals have been obtained.

- c) Where there is a current Blanket Purchase Order, Vendor of Record agreement or designation in place, piggy back contract or other Broader Public Sector (BPS) contract in place that the County may join, or a Group Purchasing/Cooperative/Charitable/Consortia contract in place.
- d) For the acquisition or rental of land, existing buildings, or other immovable property, or the rights thereon.
- e) Where goods are intended for resale to the public e.g. public auction for charity.
- f) Where the goods are being purchased on a commodity market and have a value less than \$100,000
- g) For the procurement or acquisition of fiscal agency or depository services, liquidation and management services for regulated financial institutions, or services related to the sale, redemption, and distribution of public debt, including loans and government bonds, notes, and other securities.
- h) Where the products or services can only be provided licensed professionals and the total value of the annual procurement is less than \$100,000: e.g. medical doctors, dentists, nurses, pharmacists, veterinarians, engineers, land surveyors/appraisers, architects, quantity surveyors, chartered accountants, lawyers, receivers, planners, and notaries, or services of expert witnesses or factual witnesses used in court or legal proceedings. (Competitive procurement processes may be used at the discretion of the involved Department Manager)
- i) Where specific funds (stimulus or other) are being provided by the Federal or Provincial government or the contracted award has been directed by the Federal or Provincial government or where the funds are being sent to a third party entity via the County from the Federal or Provincial government, and that level of government has approved a single source direct award.

**13.2 Circumstances under which an exemption from the competitive process may be approved through a request for exemption.**

**In certain circumstances, the procurement of goods, services or construction may be exempted from a competitive process with the approval of the Procurement Manager who shall also seek the approval of the Procurement Director and General Manager of Corporate Performance.**

- **The following exemptions apply to purchases less than \$100,000.**
- **Refer to Appendix E for exemptions that may be applicable to purchases over \$100,000 as they may be subject to trade agreements.**
- **Exemptions (Limited Tendering) shall be recorded by Procurement Staff.**

**Authorized staff may request exemption from a competitive procurement in the following circumstances:**

- a) For the protection of patents, copyrights, or other exclusive rights
- b) When procuring a prototype or a first good or service that is developed in the course of, and for, a particular contract for research, experiment, study, or original development
- c) If a contract is awarded to a winner of a design contest provided that:
  - (i) the contest has been organized in a manner that is consistent with the principles of the CFTA procurement chapter, in particular relating to the publication of a tender notice; and
  - (ii) the participants are judged by an independent jury with a view to a design contract being awarded to a winner;
- d) Where work is to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work
- e) Where work is to be performed on or about a leased building or portions thereof that may be performed only by the lessor

- f) When the purchase is already covered by a lease-purchase agreement where payments are partially or totally credited to the purchase, as approved by the General Manager of Corporate Performance
- g) To ensure compatibility with existing goods, or to maintain specialized goods that must be maintained by the manufacturer of those goods or its representative
- h) When due to market or economic conditions the goods or services are in extremely short supply (i.e. SARS crisis, processing of recyclable materials)
- i) Due to an absence of competition for technical reasons
- j) Where a situation arises that is not covered in this Section, and is deemed acceptable by the Warden, Chief Administrative Officer, the involved General Manager and the Procurement Manager (these issues shall be recorded for inclusion into the next policy revision)
- k) Emergency Purchases - Where in any Authorized Purchasing Contact's judgement Emergency, Protection or Security Concerns exist:
  - i) where competitive sourcing would compromise the ability to protect public morals, order, or safety
  - ii) to protect human health, animal or plant life or health (i.e. medical supplies during the SARS crisis)
- l) 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, e.g. in the case of sand, stone, gravel, asphalt, compound and pre-mixed concrete for use in the construction or repair of roads, or materials for use in the construction or repair of environmental landfills
- m) Where procuring original works of art
- n) For economic development purposes under exceptional circumstances only and only with the approval of the Chief Administrative Officer and County Council.
- o) When the supply of goods or services is controlled by a supplier that is a statutory monopoly
- p) In the purchase of health or social services
- q) For additional deliveries by the original supplier of goods or services that were not included in the initial procurement, if a change of supplier for such additional goods or services:
  - (i) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services, or installations procured under the initial procurement; and
  - (ii) would cause significant inconvenience or substantial duplication of costs for the procuring entity
- r) For purchases made under exceptionally advantageous conditions that only arise in the very short term in the case of unusual disposals such as those arising from liquidation, receivership, or bankruptcy, but not for routine purchases from regular suppliers
- s) Where goods or consulting services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through an open tendering process could reasonably be expected to compromise government confidentiality, result in the waiver of privilege, cause economic disruption, or otherwise be contrary to the public interest
- t) Procurement that is part of a small business set aside program provided that the program is fair, open, transparent, and does not discriminate on the basis of origin or location within Canada of goods, services, or suppliers
- u) Procurement of goods or services:
  - financed primarily from donations that require the procurement to be conducted in a manner inconsistent with Chapter 5 of CFTA
  - by a procuring entity on behalf of an entity not covered by Chapter 5 of CFTA

- between enterprises that are controlled by or affiliated with the same enterprise, or between one government body or enterprise and another government body or enterprise
  - by non-governmental bodies that exercise governmental authority delegated to them
  - from philanthropic institutions, non-profit organizations, prison labour, or natural persons with disabilities
  - under a commercial agreement between a procuring entity which operates sporting or convention facilities and an entity not covered by CFTA that contains provisions inconsistent with Chapter 5 of CFTA
  - conducted for the specific purpose of providing international assistance, including development aid, provided that the procuring entity does not discriminate on the basis of origin or location within Canada of goods, services, or suppliers
- v) Any form of assistance such as grants, loans, equity infusions, guarantees, and fiscal incentives
- w) A contract awarded under a cooperation agreement between a Party and an international cooperation organization if the procurement is financed, in whole or in part, by the organization, only to the extent that the agreement includes rules for awarding contracts that differ from the obligations of Chapter 5 of the CFTA
- x) Measures necessary to protect intellectual property, provided that the measures are not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between Parties where the same conditions prevail or are disguised restriction on trade
- y) Financial services respecting the management of government financial assets and liabilities (i.e. treasury operations), including ancillary advisory and information services, whether or not delivered by a financial institution
- aa) Where the goods are being purchased on a commodity market and are valued over \$100,000
- bb) For the procurement of subscriptions to newspapers, magazines, and other periodicals over \$100,000
- cc) If strictly necessary, and for reasons of urgency brought about by events unforeseeable by the procuring entity, the goods or services could not be obtained in time using open tendering;

**\*Non-competitive procurements valued over \$100,000 may be subject to trade agreements and their respective thresholds. Please refer to Appendix E and contact Procurement Staff for additional information.**

## 14.0 CIRCUMSTANCES UNDER WHICH PURCHASING BY NEGOTIATION IS ACCEPTABLE

The provisions of this Policy may be suspended in whole or in part by the Procurement Manager or Procurement Director or General Manager of Corporate Performance to allow the Procurement Staff or Authorized Purchasing Contacts to negotiate with one or more vendors in order to obtain the best solution for the lowest Total Acquisition Cost for the County when any of the following conditions apply:

- a) When in the judgement of the Procurement Manager that due to market conditions, the goods and services required are in short supply (i.e. medical supplies during the SARS crisis, where negotiating with multiple vendors for multiple purchases may be required).
- b) Where in the judgement of the Procurement Manager there are a limited number of sources where the goods and services can be purchased.
- c) When no bids or no compliant bids were received in a competitive process or where no suppliers satisfied the conditions for participation or submitted tenders have been collusive.
- d) Where tie bids are received in a RFT process, or tie scores are achieved in a RFP process and the Best and Final Offer process is approved to proceed. (Refer to Section 8.5 and also see Best and Final Offer Appendix D)
- e) Where the lowest and all bids/proposals meeting specifications or terms and conditions exceed the budgeted cost of the goods or service and where it is not feasible to cancel the procurement process. Where the lowest bid/proposal is not more than 15% over budget the low bidder/highest scoring proponent alone may be contacted and asked to enter into negotiations or the Best and Final Offer process may begin involving more than one bidder/proponent. Where all bids/proposals are more than 15% over budget and the approved budget cost cannot be met, the competitive process may be cancelled and re-issued with a lesser scope, or Council approval may be sought on the additional expense prior to award (See 9.2.10), or the opportunity can be cancelled and negotiations may be undertaken with any vendor. (See Best and Final Offer Appendix D).
- f) When none or only one bid or expression of interest is received and in the judgement of the Procurement Manager, the County's best interest would be served by negotiating at that point with the lone bidder or another interested party or by cancelling the process and negotiating directly with the lone bidder and/or others.
- g) When all bids received fail to comply with the specifications, terms and conditions, or are lacking in certain critical area and it is impractical to recall tenders, proposals or quotations. (See Best and Final Offer Appendix D)
- h) When the vendor awarded a contract fails to enter into a reasonable contract, or fails to perform the contract, or fails to provide the goods and/or services, negotiation may start with the next best bidder(s) or others and continue until a contract is mutually agreed upon.
- i) When a substantial number of registered bidders in a request for bid process submit a bid containing a similar error, and the selection committee agrees that the request for bid document was widely misinterpreted, the selection committee may contact the bidders to clarify the requirement, thereby negotiating a new request for bid document.
- j) Where the Procurement Manager or Selection Committee exercises their right to waive irregularities or omissions in the best interests of the County. Examples: If the item being waived is an immaterial variation from the exact requirements of the solicitation, if the item being waived has no effect on price, quality, quantity, delivery or performance, or if such a waiver would not affect the relative standing of vendors or be otherwise prejudicial.
- k) Where in the expert opinion of the Procurement Staff the submitted price may not reflect the best value obtainable under current market conditions.

## 15.0 PURCHASING CARD USE

### 15.1 Purpose and Scope

This section will outline the policy and procedures for the use and control of the County of Simcoe Purchasing Card and applies to all cardholders.

### 15.2 Authorization and Benefits to the County of Simcoe

- 15.2.1 Employees are authorized by their Director or Department Manager to use a Purchasing Card to purchase goods and services in support of sound business practices.
- 15.2.2 Purchasing Cards are a payment tool used for both non-competitive and competitive procurements.
- 15.2.3 **Non-Competitive** – Purchasing Cards may be used by cardholding staff to directly procure goods or services as approved by their Department Manager or the approval limits outlined in Section 9.4.
- 15.2.4 **Competitive** – Procurement Staff and other designated staff may purchase goods or services using Purchasing Cards as a payment method with appropriate management pre-approvals and where the cardholder is authorized as per Section 9.4.
- 15.2.5 Staff that make purchases on behalf of other business units (e.g. PF&P) must ideally receive written approval to purchase from the appropriate manager as per Section 9.4, as well as the General Ledger account number that the purchase shall be assigned to. This written permission should be attached to the cardholder's statement wherever possible or be available for viewing in case of audit. The approving managers' name **MUST** be noted in the notes section of the transaction.
- 15.2.6 Purchases shall be made at the cardholder's vendor of choice, using Approved Vendors or Vendors of Record wherever possible. Online payments via PayPal etc. are permitted using the purchasing card. County purchasing card information shall not be saved in the Pay Pal or any online application.
- 15.2.7 Benefits will accrue in the Accounts Payable Section of the Finance and Admin Division by reducing the number of invoices processed, resulting in fewer payments being processed by the Procurement Department by reducing the number of purchase orders, and for user departments by providing a simplified process and an increased level of process convenience.
- 15.2.8 Incentive through the issuance of financial rebates may be offered by the banking institution issuing the County's Purchasing Cards. For this reason it is the cardholder's duty to utilize the Purchasing Card wherever possible.

### 15.3 Authority

This policy authorizes Managers to empower approved employees within their departments or areas of responsibility to procure using a Purchasing Card to limits approved by the Manager, or General Manager of Corporate Performance and Treasurer.

### 15.4 Inquiries

- 15.4.1 Inquiries related to the accounting aspects of this policy and related online system inquiries i.e. addition General Ledger codes, should be addressed to the Treasurer or their designate.
- 15.4.2 Inquiries related to the **Procurement aspects** of this policy and related online system inquiries i.e. new card requests, card cancellations, card replacements, vendor issues or reconciliation/statement inquiries from cardholders and/or approvers should be addressed to the Procurement Manager or their designate.
- 15.4.3 **County of Simcoe Purchasing Card System Tasks - Primary and Secondary Contacts**

The Procurement Manager or their designate is the Primary Administrator of the programme. All other tasks are day to day programme maintenance and may be delegated by the primary contacts to the key staff member of their choice in their own office.		
<b>Task</b>	<b>First Contact</b>	<b>Secondary Contact</b>
Create new cards c/w cardholder profile data, locate within unit, forward e-requests to Scotiabank	PF&P Administrative Assistant	Finance Administrative Assistant
Receive new cards, forward to cardholders with activation passwords	PF&P Administrative Assistant	Finance Administrative Assistant
Issue Cardholder Agreements, Work instructions and Purchase Card Policy to new approvers and cardholders	PF&P Administrative Assistant	Finance Administrative Assistant
Modify card profile data i.e. email address, location address, approval limits, MCC blocking profiles	PF&P Administrative Assistant	Finance Administrative Assistant
Cancel cards (sometimes in sensitive situations).	PF&P Administrative Assistant	Finance Administrative Assistant
Unlock accounts, reset passwords, related access or use issue troubleshooting	PF&P Administrative Assistant	Finance Administrative Assistant
Issue monthly, quarterly or annual reports on PF&P activity to managers.	PF&P Administrative Assistant	Finance Administrative Assistant
Issue other reports from P card system as requested by customers	PF&P Administrative Assistant	Finance Administrative Assistant
Monthly verification that statements have been reconciled and approved in the system.	Finance Admin Assistant	Accounting Supervisor
Follow-up emails to un-reconciled/unapproved cardholders, missing receipts or unapproved statements	Finance Admin Assistant	Accounting Supervisor
All GL Codes, IO's, Cost Centre's and Purchasing Groups setup in the Pcard system including new cards	Finance Admin Assistant	PF&P Administrative Assistant
Audits of individual card purchases monthly or as requested by management, with findings provided to Procurement Director for review.	Finance and PFP Admin Assistants	Procurement Director

## 15.5 Policy Details

- 15.5.1** The Procurement Director or their designate is responsible for the Purchasing Card co-ordination function for the County of Simcoe. The PFP and Finance Administrative Assistants provide the day to day support to users and are the key contacts.
- 15.5.2** Each Purchasing Card will have a unique number, and will be issued in the name of the County of Simcoe, and in the name of the employee who has been authorized to use that card. The card is not transferable to any other employee, and shall not be used by any other employee even if that other employee is also authorized to use a Purchasing Card on behalf of the County of Simcoe. Only where a card has been issued to a *vehicle* will more than one authorized employee utilize a card.
- 15.5.3** The Purchasing Card will be issued by the Department Director/Manager to approved employees who occupy positions with delegated Procurement authority.
- 15.5.4** The limits for the type of vendors where the card can be used, for the number of individual purchases per week or month, the credit limit per transaction and credit limit per card is restricted to the profile set up for each employee and approved by the Department Director/Manager.
- 15.5.5** Purchasing Cards must **not** be used:

- a) **when the total price exceeds the total dollar limits per transaction for that cardholder.** One time increases shall be accompanied by email approval and hard copies of that approval shall be included in the month end statement. Note: **splitting transactions to avoid card limits is strictly prohibited.**
  - b) when the goods (e.g. printed materials) are available through the internal Printing/Workroom.
  - c) when the cost of the goods or services would be significantly increased as a result of using the card or an alternative method of payment is available (i.e. a discount is provided by the vendor as a result of not using the card) Purchase Order is the preferred process in these cases.
  - d) for personal vehicle expenses e.g. fuel unless pre-approved by the General Manager
  - e) for personal purchases
  - f) to obtain cash advances or gift cards using County funds without the advance approval of the General Manager (gift cards may be purchased using funds collected for a gift in a department, just not purchased using the P card) Gift cards may be obtained from the Treasurer or designate with proper approvals.
  - g) to procure stocked items without appropriate receiving processes in place. (See Appendix D of the Procurement Policy)
  - h) as payment “in advance” for any good or service yet to be delivered or performed. **Purchase card transaction processing dates shall coincide with the date of receipt of the goods or satisfactory performance of the services.**
  - i) to gain points in any vendor rewards programme unless authorized by the Divisional Manager and only for the benefit of the Corporation.
  - j) to purchase business expenses beyond the approved allowable expenses including taxes and gratuities as outlined in HRP 4.07.
  - k) to purchase alcohol of any type. Also see Policy HRP 4.07 (exceptions only with the express approval of the cardholder’s General Manager, the CAO or Warden and for Council approved special events only).
  - l) to purchase transportation with Uber or accommodations through Airbnb, or like services, without the advance approval of the Treasurer or the General Manager of Corporate Performance.
- 15.5.6** No cardholder may accept cash or a cheque from a vendor who is making a refund pertaining to a transaction previously charged to a Purchasing Card. A credit voucher must be issued by the vendor in all cases.
- 15.5.7** Every cardholder shall be informed in writing of their responsibilities and restrictions regarding the use of the Purchasing Card and shall agree to them in writing. Card holders will be held liable for any misuse or wilful disregard of policies or operating procedures which result in a loss of money, fraud or collusion.
- 15.5.8** To avoid payment of interest, payments to the Bank issuing the Purchasing Card shall be made by the County in compliance with banking arrangements, with the approval of the Treasurer or General Manager of Corporate Performance.
- 15.5.9** The liability for authorized charges on the Purchasing Cards rests with the County of Simcoe, not the individual cardholder.
- 15.5.10** The maximum County liability for unauthorized use of the card following loss or theft of the card shall be in compliance with banking arrangements. “Unauthorized use” means a use that did not benefit the County of Simcoe and was made by someone other than the cardholder.



## 15.6 Responsibilities

### 15.6.1 The Cardholder is responsible for:

- a) adhering to all conditions and restrictions imposed on the Purchasing Card by the County of Simcoe and issuing Bank; including the non-transfer nor loan of the card to another employee for any purpose whatsoever. **This condition also prohibits you from providing your card number to a vendor and giving permission for charges to be made to the card by other staff persons without your advance specific approval each time.**
- b) ensuring that the Purchasing Card, monthly statements, detailed receipts, including detailed restaurant receipts and other documents bearing the card number are kept in a secure location with controlled access for reconciliation, account verification and audit purposes and submitted monthly as required. (where no receipt is attached a manual receipt must be signed by the Manager)
- c) submitting the Employee Acknowledgement of Responsibilities and Obligations Form to the Procurement Director or their designate
- d) immediately notifying the issuing Bank, the Finance and PFP Administrative Assistants or their designate of any loss or theft of the card
- e) informing the Procurement Director or their designate of cancellation, changes in business address, changes in employment status or areas of responsibility, and/or telephone number, through the Manager or General Manager.
- f) returning the card to the PFP Administrative Assistant or their designate for cancellation, as appropriate, through the Manager or General Manager
- g) reconciling their monthly statement online and submitting the expense report with electronic receipts attached to their approver on or before the specified deadline
- h) obtaining the required Material Safety Data Sheet's for all Workplace Hazardous Material Information System controlled products purchased with the Purchasing Card and immediately forwarding a copy to the Procurement Professional for centralized filing purposes.
- i) providing sufficient notes and proper coding to Internal Orders for Capital or other equipment that will form part of the Asset and/or Equipment inventory
- j) ensuring that appropriate General Ledger account information is applied to each transaction in the online system, including internal order or work order numbers, and that clear notes are included to advise management or auditors what the transaction was for.
- k) ensuring that the Purchasing Card is used at the time of purchase, not as an alternate method of paying an invoice that has been issued to the County
- l) communicating to the vendor at the time of purchase that NO INVOICE shall be sent to the County or where one must be sent, that it is clearly marked PAID IN FULL BY VISA.
- m) ensure safe keeping of all security information, e.g. pin number and 16 digit reference number
- n) providing payment to the County for personal usage of mobile communication devices provided for business use.

### 15.6.2 The Directors/Department Managers/General Managers and all other "approvers" are responsible for:

- a) assessing the need for Purchasing Cards based on operational requirements.
- b) identifying the employee(s) who will be authorized to make purchases through the use of a Purchasing Card

- c) establishing the credit limit and transaction limit for each cardholder with the approval of the Manager within their business unit. The P-card administrators must be notified of these limits as well.
- d) preparing and submitting the appropriate forms and other pertinent information to the Procurement Director or their designate for the issuance or cancellation of cards, increases or decreases to credit limits, change of address or change in department or area of responsibility or employment status.
- e) ensuring that each cardholder is informed of their responsibilities as outlined in this Policy regarding the use of the Purchasing Card.
- f) ensuring that the use of Purchasing Cards conforms to departmental and corporate policy and procedures.
- g) monitoring and controlling the utilization of Purchasing Cards within their department, division, or area of responsibility.
- h) reviewing and approving on a monthly basis, the activity on cards within their approval scope, initialling cardholder statements, ensuring all receipts are present and submitting them to Finance and if absent, for making arrangements for this responsibility to be delegated to an employee approved by the General Manager. (where no receipt is attached a manual receipt must be signed by the Manager)
- i) ensuring that the correct General Ledger Account information is noted within the online system including internal order or work order numbers and that clear notes are included to advise management or auditors what the transaction was for and the name of the manager who approved it.
- j) maintain an awareness of the expenditures made using Purchasing Cards and how they impact the approved budget for the department and division(s) within their scope of responsibility.
- k) ensuring the highest level purchasing card is used for expenses on training or other business outings

**15.6.3 Procurement Director or their designate is responsible for:**

- a) authorizing the issuance or withdrawal of Purchasing Cards with the issuing Bank.
- b) processing bank forms with respect to changes of address and changes of department or area of responsibility, as submitted by the Director, Divisional or General Managers.
- c) compiling and reporting pertinent Purchasing Card Data to the Manager or General Managers as requested.
- d) Providing assistance and co-ordination with respect to the overall utilization of Purchasing Cards within the Corporation of the County of Simcoe.

Also see table at the start of this section.

**15.6.4 The Procurement, Fleet and Property Staff is responsible for:**

- a) using their Purchasing Cards on behalf of customers upon written request or approval or if in required maintenance or emergency circumstances, promptly appropriately advising management of any purchase.
- b) retaining and submitting written proof of authorization to purchase with the monthly statements wherever possible or noting within the notes of the approving manager.
- c) obtaining the appropriate account coding information that the transaction shall be charged to i.e. GL and/or IO, Cost Centre and Purchasing Group

## 15.7 Spending Authority Limits

### 15.7.1 Individual Transaction Limits

The spending limit for individual transactions will be approved by the Department Director/Manager and their General Manager.

15.7.1.1 Approval to spend up to \$5,000 may be given by the approving Manager only where they have the approval authority themselves to expend that amount at a minimum.

15.7.1.2 With the approval of the General Manager or Director and with the knowledge of the Procurement Manager, individual transaction limits may exceed \$5,000. (See Section 15.2.4)

**15.7.2 Purchase card transactions over \$5,000** – Notwithstanding 15.7.1.2, where a department Manager prefers, Purchasing card transactions over \$5,000 must be approved in advance by the appropriate manager as per Section 9.4, emergency purchases excepted.

### 15.7.3 Total Card Limits

The total card limits for each cardholder shall be determined by the General Manager of Corporate Performance.

## 15.8 Notice of Irregular Transaction

Purchasing Card statements are reviewed by Finance staff monthly. An email noting non-compliance of p-card procedures will be issued to the Cardholder and/or the Approving Manager (if required) in the following situations:

- P-card was not reconciled and submitted on-line within the allotted time frame
- P-card was not approved on-line within the allotted time frame
- Transaction Notes are missing, not clear or not detailed enough
- Detailed Receipt or Missing P-card Receipt Form was not attached to statement
- Noted cell phone usage is over the assigned plan and re-payment was not completed thru Customer Service.

## 16.0 PROHIBITIONS

**As per Section 3.6 “Conflict of Interest”** means a situation where a personal or business relationship or interest of a councillor, officer, committee member, vendor or employee of the Corporation is in conflict with the best interests of the ratepayers of the County of Simcoe, and includes:

- d) the giving or receiving of a personal gain or benefit, or advantage or privilege, direct or indirect, by any business or a family member of any business or individual that could in future or does currently provide advice, goods, services, or construction to the Corporation or obtains permits or approvals from the Corporation.
- e) the acceptance of gifts or hospitality, the frequency or nature of which could be deemed by others as an influential factor related to any business decision that a County staff person or staff group might have made, or might make in the future. (See Section 16.0)
- f) a direct or indirect interest in any business that provides goods, services or construction to the Corporation

**16.1** No unauthorized employee, elected official or Committee member of the County shall purchase goods or services, request quotes, proposals or tenders, discuss scopes of work, or enter into talks, contracts or agreements on behalf of the County, with an outside vendor without the advance knowledge and approval of the Procurement Professional or Director or the General Manager of Corporate Performance.

**16.2** No employee, elected official or Committee member of the County is authorized to expend funds that are not included in the operating budget or capital budget without the prior approval of Council.

**16.3** No contract or purchase shall be divided to avoid the provisions of this By-law.

- 16.4** No requests for prices or demonstrations for projects, goods or services to be competitively bid shall be made without prior consultation with the Procurement Professional or Director or General Manager of Corporate Performance.
- 16.5** No personal purchases or special purchase arrangements or discounts shall be made by County staff for elected members, for other employees of the County or for themselves nor shall staff use Corporate purchases to gain points in any vendor rewards programme unless authorized by the Department Manager and only for the benefit of the Corporation.
- 16.6** No current County employee, current member of County Council or Committee, and in accordance with Executive Committee Report No. 128, 1989, no former employee of the County shall tender, quote or be directly awarded contracts for goods and services to be obtained by the County without the express written approval of the Executive Management Committee (EMC). The key consideration of the EMC in approving such a case shall be balancing the best interests of the Corporation with the requirements for a fair, open, and transparent competitive procurement process as outlined within the Procurement Policy. The direct award of such a contract without an open competitive process would include considerations such as dollar value, unique aspects of the situation including the required skills involved, inability of the market to meet the need, specific benefits to the Corporation or to those it provides services to etc. (See Section 13 of the Procurement Policy for a complete list of situations where direct awarding of a contract is permitted). \*Former employees are considered as such for a period of two years from the date of their last pay.
- 16.7** All outside Sales Representatives shall be referred to the Procurement Staff for first contact (also see Section 6.1.10 and Section 6.1.11)
- 16.8** Elected officials and Committee members are expected to abide by the Municipal Conflict of Interest Act, R.S.O. 1990, c.M.50 for elected officials.
- 16.9** County employees, elected officials or Committee members involved (i.e. sitting on a Selection Committee) with a procurement are prohibited from having any "informal contact" with any bidding vendor during the bid window or evaluation period and must advise the assigned Procurement Staff of any potential conflict of interest. Staff who engage the services of a County vendor for personal or personal business reasons *and* who may sit on an RFP evaluation committee for a bid from that vendor or who have an opportunity to influence or make the award of any contract to that vendor or direct, inspect, approve or report on the work of the vendor shall disclose that personal relationship to their Procurement Professional or the Procurement Director.
- 16.10** No employee, elected official or Committee member shall provide information regarding the County's need for a specific good or service to prospective vendors where the provision of that knowledge could provide an unfair advantage to that vendor. (i.e. informing a certain vendor of an upcoming request for tender or proposal opportunity in advance of the official request for bids being made, giving them more time to prepare)

**16.11 Gifts of Appreciation**

The Corporation of the County of Simcoe recognizes the importance and necessity of a fair, open and transparent procurement process in the public procurement environment. As part of the ongoing effort to meet our commitments in this regard, the County has developed the following guidelines to assist staff who are put in the position of being offered a gift or invitation of any kind whether directly i.e. in person, or indirectly i.e. through the mail. Gifts may come from any business or a family member of any business or individual that could in future or does currently provide advice, goods, services, or construction to the Corporation or who obtains permits or approvals from the Corporation.

Through regular communication, the County advises its suppliers of goods and services that personal gifts, benefits or invitations to staff over the festive season, as well as throughout the year are discouraged, with the exception of reasonable donations for County run events for the benefit of registered charities. We also advise suppliers that gifts of alcohol are strictly prohibited.

While gifts are not encouraged, the County realizes that reasonable hospitality is an accepted courtesy of a business relationship, and the act of communicating appreciation for business acquaintances and customers is an integral part of many of our vendors' seasonal traditions. Therefore, the County has suggested to our vendors some more appropriate choices in this regard, if they happen to fall within that group. The County follows the recommendations of the Supply Chain Management Association as follows:

- business gifts other than items of small intrinsic value shall not be accepted  
Examples of items considered acceptable are as follows:
- small gifts that are work related, i.e. pens, mugs and calendars (excluding cash calendars)
- items of small intrinsic value that can be enjoyed by many as opposed to one person, e.g. boxed chocolates, small fruit baskets, small bouquets of seasonal flowers etc.
- gifts of alcohol are strictly prohibited as per County policy

**The important thing to consider when offered something, is that the frequency and nature of the gifts or hospitality accepted cannot be deemed by others as an influential factor related to any business decision that a County staff person or staff group, might make, either in the past or future.**

**What to do if given a gift** -There will be vendors or business contacts who are new, who are not aware of, or who choose to disregard our communicated policy related to gifts. They may forward more valuable gifts or other benefits (i.e. invitations to a performance, social events, open houses, parties) that are not permitted under the above guidelines.

If directly presented with a gift or invitation that you feel is not appropriate, simply offer your thanks and politely decline, explaining that the County has a formal policy on vendor gifts and as such you may not accept.

If indirectly presented with a gift or invitation that you feel is not appropriate (i.e. a gift certificate or tickets to a ballgame come in the mail), forward the gift immediately to your manager with a written explanation. Your manager will return the gift with a written copy of our vendor gift policy or if it cannot be returned they will give the gift to charity if more practical, with approval of their General Manager or CAO.

If you accept a gift or invitation that you feel is appropriate, advise your manager immediately. If the gift is deemed to be inappropriate, it will be returned.

Also see County Policy 86 – Code of Conduct for further information.

## **17.0 INVENTORY MANAGEMENT OF VEHICLES, MACHINERY AND EQUIPMENT ASSETS: TCA and FE (FURNITURE & EQUIPMENT)**

### **17.1 Administration**

The Fleet and Asset Manager will administer changes to and be responsible for the accuracy of the County's Vehicle, Machinery and Equipment TCA and Furniture and Equipment (FE) inventory and co-ordinate audits or cycle counts by location, ensuring that each location is inventoried on a regular basis.

### **17.2 Department Responsibility**

- 17.2.1 The Department Managers/Directors will be responsible for their Vehicle, Machinery and Equipment TCA and FE inventory ensuring it is up to date, accurate and that any major changes are communicated to the Fleet and Asset Manager immediately.

17.2.2 The day-to-day administration and any cycle count assistance required by the Fleet and Asset Manager shall be delegated to a department contact. The contact names should be submitted to the Fleet & Asset Manager by the Department Manager/Director.

**17.2.3 NO SURPLUS VEHICLE, FURNITURE, EQUIPMENT, OR OTHER TANGIBLE CAPITAL ASSET SHALL BE SOLD OR OTHERWISE DISPOSED OF WITHOUT THE KNOWLEDGE OF THE FLEET AND ASSET MANAGER AND THE APPROVAL OF THE PROCUREMENT DIRECTOR, INVOLVED GENERAL MANAGER AND THE CHIEF ADMINISTRATIVE OFFICER. (See Section 18.0)**

### 17.3 Definitions

17.3.1 “Vehicles” are:

- a) Trailers or equipment permanently attached to a trailer (shredder, screener, grinder) that are used on a roadway or
- b) Heavy equipment or heavy duty vehicles specially designed for executing construction tasks( e.g. earthwork, road construction) or snow clearing or landfill operations or
- c) Self-propelled by a motor of more than 20 horse power and conveyed using wheels or tracks used for conveying people or objects

**Note 1:** Vehicles with less than 20 horse power are considered equipment and are controlled by the furniture and equipment inventory

**Note 2:** Vehicles may be TCAs or Non TCAs depending on their value. (See the County’s Tangible Capital Asset Policy for further information)

17.3.1.1 Any vehicles, machinery or equipment which are utilized as displays at the County of Simcoe Museum and are not licenced are not considered “vehicles” or “equipment” within this policy.

17.3.2 “**Furniture and Equipment (FE)**” means all non TCAs and non- pooled TCAs that are owned by the County of Simcoe and that are tracked by the Fleet and Asset Team.

**17.3.3 “Tangible Capital Asset” (TCA) means an item that**

- 1) Satisfies the definition of a tangible capital asset. 2) Has a value that can be measured.

A Tangible Capital Asset is a non-financial asset having physical substance that:

- a. Is used on a continuing basis in the County’s operations
- b. Has a useful life beyond one year
- c. Is not re-sold in the ordinary course of operations
- d. Is not art or historic treasure

NOTE: Items that meet the description above but do not meet the capitalization thresholds are still considered “**Furniture and Equipment (FE)**” for inventory tracking purposes. However, they are classified as Non Tangible Capital Assets (Non TCAs).

### 17.4 Changes to the Asset Inventory

#### 17.4.1 Vehicle, Machinery or Equipment Deletions

The Fleet & Asset Manager will make recommendations with regard to vehicles, machinery or equipment that should be considered for disposal and removal from the County of Simcoe Asset Inventory. The approval of the General Manager, the Department Manager/Director and Procurement Director shall be obtained and in the case of vehicles, the CAO’s approval will also be obtained. The “Application for Transfer “portion of the vehicle ownership shall be signed by the CAO. Once approval is obtained, the Fleet & Asset Manager will coordinate the disposal of all vehicles and equipment in accordance with the County of Simcoe Asset Disposal and update the asset inventory. (See Section 18.0)

#### 17.4.2 Vehicle or Asset Additions

All vehicles or assets must be purchased, leased or rented in compliance with the County of Simcoe Procurement Policy. Vehicle purchases shall be coordinated by the Fleet and Asset Manager. Equipment that is purchased between inventory cycles shall be labeled appropriately and the divisional inventory shall be updated. Major new equipment, i.e. capital purchases, shall be captured by the Fleet and Asset Manager through the request for bid process and the inventory for the department involved shall be updated.

#### **17.4.3 Vehicle or Asset Transfers between Divisions/Departments**

All vehicle or TCA and FE transfers or movements between divisions/departments or facilities must be approved by the Fleet and Asset Manager.

#### **17.5 Vehicle Documentation**

All County of Simcoe vehicle ownerships will be maintained by the Fleet & Asset Manager, at the County of Simcoe Administration Office.

#### **17.6 Preventative Maintenance Program**

All Divisional Managers will ensure their vehicles, and equipment if applicable, are following a preventative maintenance program approved by the Fleet and Asset Manager.

#### **17.7 Repairs & Maintenance**

All vehicle and asset repairs, maintenance, purchased parts and petroleum products must be purchased at Approved Vendors unless for emergency purposes.

#### **17.8 Authorized Vehicle and Asset Usage**

All County of Simcoe vehicles and assets will be used for County business only unless approved by the General Manager with the knowledge of the Fleet & Asset Manager for information and insurance purposes.

#### **17.9 Vehicle Accidents**

All vehicle accidents shall be reported to the Fleet & Asset Manager as outlined in the Fleet Operation Policy.

### **18.0 DISPOSAL OF SURPLUS ASSETS, DONATED ITEMS AND SCRAP**

**18.1 Surplus assets and vehicles** include all items that:

- a) Are not consumable, (i.e. supplies are consumable)
- b) Are owned entirely by the County,
- c) Are not partially owned by any Ministry of the Province or Federal governments,
- d) Are legally transferable under any applicable standing agreement / license with a third party,
- e) Are assets or vehicles with a trade-in value which is considered unreasonable,
- f) Are declared as surplus assets or vehicles by the Fleet & Asset Manager and approved by the Procurement Director, under direction of the General Manager of Corporate Performance
- g) Are worth at least 10% of their replacement market value or though under 10%, in the Fleet and Asset Manager's opinion are still highly valuable, (i.e. used ambulances)
- h) Are considered "safe for sale" by the Fleet and Asset Manager.
- i) Could be waste from a process e.g. wood ends

**18.2** Any assets or vehicles belonging to the County declared surplus by the Fleet & Asset Manager shall be disposed of (only after written approval has been received from the involved General Manager and Treasurer or delegate) through the following potential methods:

- by offer at a minimum bid amount to interested municipalities or

- by trade-in or
- by a professional public auction or
- by the County On-Line Auction website with proceeds going to charity or back into department accounts as approved by the involved Department Manager and Treasurer or delegate.
- by public web auction (e.g. Kijiji or Ebay) when the County On-Line Auction bids have not achieved the reserve bid and to achieve greater public circulation to attain the fair market value.  
Note: Bidders who have expressed interest in any item shall be directed to register and participate in the public auction along with all other participants.

**18.3 The sale of County land, and forest products from County forest lands, the disposal of library materials and the disposal of items from the collections of the Museum and Archives, shall be excluded from this disposal policy. Also see Section 18.7 regarding donated items.**

**18.4 Disposal of Surplus Assets to Interested Municipalities**

The Fleet & Asset Manager will, on an annual basis, contact all County municipalities requesting they submit their interest in being notified of **surplus** County vehicles and assets over the upcoming year. Their responses will be recorded in order of receipt. Interested municipalities shall be notified in advance of surplus vehicles and assets prior to them being offered to others.

**18.5 Disposal of Surplus Assets to Others**

Any remaining surplus vehicles and assets may be offered for sale with equal treatment for the public, County staff, and Council members via either the On-Line auction or through a professional auction service. Assets or vehicles may also be donated to municipalities or charitable organizations and proceeds may go to charity or back into department accounts as approved by the involved Department Manager and Treasurer or designate. The process used shall be at the discretion of the Fleet and Asset Manager with the approval of the Procurement Director and the involved General Manager.

**On-Line Auction process:**

18.5.1 Assets, excluding vehicles may be offered for sale on the On-Line Auction by the Fleet & Asset Manager or their designate.

18.5.2 The reserve bid or minimum bid will be set by the Fleet & Asset Manager, in consultation with the Procurement Director, the effected Department Manager/Director and current estimated values.

18.5.3 After the appointed closing date and time, the highest bidder will be contacted and will pay the bid amount by certified cheque or cash and pick-up the asset within 48 hours.

18.5.4 Should the highest bidder not pay or pick-up the asset, the asset will be offered for sale on the On-Line Auction webpage again.

18.5.5 Proceeds may go to charity or back into department accounts as approved by the involved Department Manager and Treasurer or designate.

**18.6 Where the equipment being disposed of is computer equipment** that may include digital storage media (e.g. computer hard drives), the risks associated with software licence violation and disclosure of confidential information will be minimized as follows:

18.6.1 For transfers of computer equipment within the Corporation:

- a) The department responsible for computer technology will configure transferred surplus equipment (which has already been reviewed and approved pursuant to Section 4.2 (n)) for any department within the County.



- b) The department responsible for computer technology will inform the Fleet and Asset Manager if computer equipment changes department or facility location.

18.6.2 For transfers of computer equipment outside of the corporation:

- a) The department responsible for computer technology will identify whether or not the equipment being transferred externally contains any digital storage media. The department responsible for computer technology will also locate any drivers that are available in their original format and any software (with licenses) that are being included in the sale of computer equipment.
- b) Where the transfer includes digital storage media, the department responsible for computer technology will completely erase (e.g. low-level format) the media, but will not re-install nor re-configure any hardware drivers or software. If the sale includes software and hardware drivers, these will be included in their original formats, installed, with the equipment package. If the storage medium is not operational in its current condition it cannot be transferred out of the County. The department responsible for computer technology will determine a safe alternative disposal for such non-operational storage media subject to Section 6.3.
- c) The department responsible for computer technology will ensure that the appropriate license documentation, software files, driver files, etc. are provided with the equipment as may have been included in the terms of the transfer, at the time of the transfer.
- d) The department responsible for computer technology will inform the Fleet and Asset Manager and Treasurer or designate of all disposals of computer hardware, software and direct peripherals so that the Asset inventory can be updated.

## 18.7 Disposal of Donated Items

This disposal policy may be waived for items that were donated to the County or items that were donated may be disposed of using the online auction, as best determined by the Fleet and Asset Manager. The Fleet and Asset Manager must be advised of disposal activity, in order to update the asset inventory and ensure compliance to this policy. The overall benefit to the County and the intent of the original donor shall be the major considerations when disposing of donated items. All items shall be disposed of on an “as is, where is” basis. Proceeds may go to charity or back into department accounts as approved by the involved Department Manager and Treasurer or designate.

## 18.8 Disposal of Scrap

If the asset or vehicle is deemed to be worth less than 10% of the replacement market value the item may be declared **scrap** by the Fleet and Asset Manager with the approval of the involved General Manager and Procurement Director and scrapped “as is” to general disposal.

- 18.8.1 Scrap items that present no health or safety concerns may be offered to charity “as is” where practicable, to interested parties, **or** where economically feasible, and approved by the involved Department Manager/Director, offered for sale to the public including staff and Council members via public auction with proceeds going to charity or back into department accounts as approved by the involved Department Manager.
- 18.8.2 Requests for donation of scrap vehicles to charities, organizations, or interested parties will be reviewed by the Fleet and Asset Manager and if recommended to proceed, will require the approval of the General Manager of Corporate Performance and the approval of the Chief Administrative Officer. A report to Council may be required at the discretion of the Chief Administrative Officer.
- 18.8.3 For items deemed to have an estimated current value of \$100.00 or less by the Department Manager and Fleet and Asset Manager, the Fleet and Asset Manager may, at their own discretion, donate or provide items to interested parties in order to avoid the creation of environmental waste. If there are no interested parties, the items may be directed to the County landfill as scrap. The Fleet and Asset Manager will maintain a list of these items for audit purposes.

## 19.0 REVIEWING PROCUREMENT PROCESSES TO EVALUATE EFFECTIVENESS

The County of Simcoe is committed to reviewing its procurement policy on a regular basis, and issuing a revised policy after each review that shall reflect recommended or required changes. Questions that will be answered in a review include but are not limited to the following:

- a) What are our goals?
- b) Are the right policies in place to realize our goals?
- c) Are the right procedures in place to support our goals?
- d) Are our practices in compliance with our procedures?
- e) What are the risks that threaten our goals?
- f) What policies are in place to minimize or mitigate those risks?
- g) Are we in compliance with current legislation?
- h) What have we learned since the last policy revision?

Any concerns raised by Council, internal customers, vendors, the public and auditors are addressed immediately, corrective action is taken and procedures modified where necessary. The Procurement Director may recommend immediate policy revisions to Executive Management or Council as deemed necessary.

Continuous improvement opportunities are identified through regular communication with all procurement process participants, and are retained for incorporation into the next Procurement Policy revision.

Finally, our success at achieving our below noted key goals and other goals is measured, and through the approved Performance Management system or other reports is communicated to Council.

- 19.1 Effectiveness** - the extent to which the procurement process is achieving its intended results. (i.e. the process delivered the goods and services required to meet the municipality's needs)
- 19.2 Objectivity** - approaching the procurement of goods and services in an unbiased way that is not influenced by personal preferences, prejudices, or interpretations
- 19.3 Fairness** - applying the policies equally to all bidders
- 19.4 Openness and Transparency** - clarity and disclosure about the process for arriving at procurement decisions
- 19.5 Accountability** - the obligation to answer for procurement results and for the manner in which procurement responsibilities are discharged
- 19.6 Efficiency** - the quality, cost and amount of goods and services procured as compared to the time, money and effort to procure them
- 19.7 Consideration for the Environment** – the obligation to consider how the environment may be affected by procurement decisions made, to seek out environmentally friendly products, services and vendors and to provide these options to internal customers, to include “impact on the environment” as a decision factor when evaluating quotes, tenders and proposals including the disposal phase of the procurement where applicable and to seek out industry best practices.

## 20.0 MAINTAINING THE INTEGRITY OF THE PROCUREMENT PROCESS AND PROTECTING THE INTERESTS OF THE COUNTY, THE PUBLIC AND ALL OTHER PARTICIPANTS

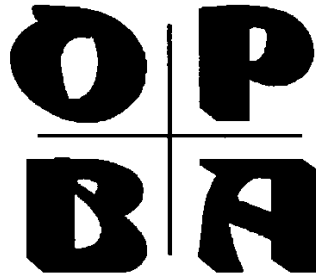
Realizing the common risks that can arise and threaten the goals and integrity of the procurement process, and implementing measures to minimize or mitigate them, thereby protecting the interests of the County, the Public and all participants is the County's commitment.

It is the responsibility of the Procurement Director, under the direction of the General Manager of Corporate Performance, with input from all participants, to perform ongoing risk management analyses of the procurement process and incorporate policies and procedures where improvement opportunities exist.

Risks that threaten the procurement process in general as well as our key goals of effectiveness, objectivity, fairness, openness, and transparency, accountability, and efficiency shall be the focus of this analysis.

It is the responsibility of all participants to report an identified risk to the Procurement Director for consideration and appropriate action.

**APPENDIX “A”  
ONTARIO PUBLIC BUYERS ASSOCIATION CODE OF ETHICS**



*A Statement of Ethics*  
**FOR PUBLIC PURCHASERS**

*The Ontario Public Buyers Association's Code of Ethics is based upon the following tenets and members of OPBA attempt to consistently practise their profession and deal with their day-to-day responsibilities according to these principles. Members are encouraged to display this statement in their departments as well as in other locations in their agencies.*

**Open and Honest Dealings With Everyone Who is Involved in the Purchasing Process.** This includes all businesses with which this agency contracts or from which it purchases goods and services, as well as all members of our staff and of the public who utilize the services of the purchasing department.

**Fair and Impartial Award Recommendations for All Contracts and Tenders.** 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.

**An Irreproachable Standard of Personal Integrity on the Part of All Those Designated as Purchasing Agents for this Agency.** Absolutely no gifts or favours are accepted by the purchasing agents of this agency in return for business or the consideration of business. Also, the purchasing agents of this agency do not publicly endorse one company in order to give that company an advantage over others.

**Cooperation With Other Public Agencies in Order to Obtain the Best Possible Value for Every Tax Dollar.** This agency is a member of a cooperative purchasing group. Made up of several public agencies, this group pools its expertise and resources in order to practise good value analysis and to purchase goods and services in volume and save tax dollars.

**Continuous Development of Purchasing Skills and Knowledge.** All members of the purchasing department of this agency take advantage of the many opportunities provided by the Ontario Public Buyers Association to further their knowledge of good public purchasing principles and to maintain excellent skills.

**APPENDIX “B”**  
**NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING INC CODE OF ETHICS**

## **NIGP Code of Ethics**

*The Institute believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by a public sector procurement or materials management organization.*

Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.

Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.

Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.

Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.

Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.

Believes that members of the Institute and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions.

Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.

Resists encroachment on control of personnel in order to preserve integrity as a professional manager.

Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics.

Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination.

Subscribes to and supports the professional aims and objectives of the National Institute of Governmental Purchasing, Inc.

# Guidelines to the NIGP Code of Ethics

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## I. RESPONSIBILITY TO YOUR EMPLOYER Follow

the lawful instructions or laws of the employer.

Understand the authority granted by the employer.

Avoid activities, which would compromise or give the perception of compromising the best interest of the employer.

Reduce the potential for any charges of preferential treatment by actively promoting the concept of competition.

Obtain the maximum benefit for funds spent as agents for the employer.

## II. CONFLICT OF INTEREST

Avoid any private or professional activity that would create a conflict between your personal interest and the interests of your employer.

Avoid engaging in personal business with any company that is a supplier to your employer.

Avoid lending money to or borrowing money from any supplier.

## III. PERCEPTION

Avoid the appearance of unethical or compromising practices in relationships, actions and communications.

Avoid business relationships with personal friends. Request a reassignment if the situation arises.

Avoid noticeable displays of affection, which may give an impression of impropriety.

Avoid holding business meetings with suppliers outside the office. When such meetings do occur, the meeting location should be carefully chosen so as not to be perceived as inappropriate by other persons in the business community or your peers.

## IV. GRATUITIES

Never solicit or accept money, loans, credits or prejudicial discounts, gifts, entertainment, favors or services from your present or potential suppliers which might influence or appear to influence purchasing decisions.

Never solicit gratuities in any form for yourself or your employer.

Items of nominal value offered by suppliers for public relations purposes are acceptable when the value of such items has been established by your employer and would not be perceived by the offeror, receiver or others as posing an ethical breach.

Gifts offered exceeding nominal value should be returned with an explanation or if perishable either returned or donated to a charity in the name of the supplier.

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In the case of any gift, care should be taken to evaluate the intent and perception of acceptance to ensure that it is legal, that it will not influence your buying decisions, and that it will not be perceived by your peers and others as unethical.

#### V. BUSINESS MEALS

There are times when during the course of business it may be appropriate to conduct business during meals. In such instances, the meal should be for a specific business purpose.

Avoid frequent meals with the same supplier.

The purchasing professional should be able to pay for meals as frequently as the supplier. Budgeted funds should be available for such purposes.

#### VI. CONFIDENTIAL INFORMATION

Keep bidders proprietary information confidential.

Develop a formal policy on the handling of confidential information.

#### VII. RELATIONSHIP WITH THE SUPPLIER

Maintain and practice, to the highest degree possible, business ethics, professional courtesy, and competence in all transactions.

Association with suppliers at lunches, dinners or business organization meetings is an acceptable professional practice enabling the buyer to establish better business relations provided that the buyer keeps free of obligation. Accordingly, it is strongly recommended that if a seller pays for an activity that the buyer reciprocate.

Purchase without prejudice, striving to obtain the maximum value for each dollar of expenditure.

Preclude from showing favoritism or be influenced by suppliers through the acceptance of gifts, gratuities, loans or favors.

Gifts of a nominal value that display the name of a firm which is intended for advertisement may or may not be accepted in accordance with the recipients own conscience or jurisdictional rules.

Adhere to and protect the suppliers business and legal rights to confidentiality for trade secrets, and other proprietary information.

Refrain from publicly endorsing products.

#### VIII. RELATIONSHIP WITH THE EMPLOYER

Remain free of any and all interests and activities, which are or could be detrimental or in conflict with the best interests of the employer.

Refrain from engaging in activities where the buyer has a significant personal or indirect financial interest.

Exercise discretionary authority on behalf of the employer.

Avoid acquiring interest or incurring obligations that could conflict with the interests of the employer.

IX. RELATIONSHIPS WITH OTHER AGENCIES AND ORGANIZATIONS

A buyer shall not use his position to exert leverage on individuals or firms for the purpose of creating a benefit for agencies or organizations that he may represent.

All involvement and transactions shall be handled in a professional manner with the interest of the buyers employer taking precedent.

X. RELATIONSHIP WITH PROFESSIONAL PURCHASING ORGANIZATIONS AND ASSOCIATIONS

It is the obligation and the responsibility of the buyer, through affiliation with professional organization, to represent that organization in a professional and ethical manner.

A buyer shall not use his position to persuade an individual or firm to provide a benefit to an organization.

XI. POLICY

It is the policy of NIGP that any member of the Institute who personally, or on behalf of his local chapter, is involved in the process of acquiring advertisers and/or exhibitors on behalf of the Institute, shall act only in the capacity of providing referrals of potential or interested parties to the Institute. As a result of such referral, should the Institute form a contractual obligation, appropriate credit shall be given to the individual or chapter.



**APPENDIX “C”**  
**SCMA CODE OF ETHICS FOR PROFESSIONALS IN THE FIELD OF SUPPLY  
CHAIN MANAGEMENT**

**A. Standards of Conduct**

Members will conduct themselves in a manner that a reasonable and informed third party would conclude as being appropriate to a professional in supply chain management.

**1. Avoidance of conflicts of interest**

Members should exercise professional judgment and discretion in order to avoid any apparent or actual conflict of interest when performing their duties. Should a conflict of interest arise, the member is required to disclose their interests to their employer and/or other impacted parties as soon as possible. Members should consider removing themselves from any decisions in which they have a conflict of interest until express direction from the appropriate authority is obtained.

**2. Protection of confidential or sensitive information**

Where a member has been privy to confidential or sensitive information, it is their responsibility to ensure that it remains so. Such information must not be used for any personal gain or advantage. Information given in the course of a member’s professional activity should be forthright and not intended to mislead or deceive others.

**3. Business relationships**

Members should maintain relationships with suppliers and third parties in a manner that contributes to and promotes fair competition in the market and protects the interests and reputation of his or her employer. Members should not use their position to garner personal favours or advantages.

**4. Gifts, gratuities, and hospitality inducements**

When permitted by employing organizations, members must ensure that the objectivity of their decisions is not compromised or unduly influenced by the acceptance of gifts, gratuities, or hospitalities of any kind. Members should be discerning in their business and social relationships and activities and, through them, seek to enhance the integrity of the profession.

**5. Environmental and social responsibilities**

Members shall exercise their responsibilities in a manner that promotes and provides opportunities for the protection and preservation of the natural environment. Members shall favour the use and distribution of resources in an efficient, effective, and ethical manner. Members will be cognizant of the social rights extended to all people, including the conventions of the International Labour Organization with respect to labour standards, and will encourage and support supplier diversity. These attributes of sustainability should guide members in their decisions, and in implementing the policies and values of the organizations they represent.

**B. Professional Principles**

Members will perform their roles and duties based on the following principles of professional practice:

**1. Professional competency**

To maintain their professional competency by staying informed of, and complying with, the best supply chain management practices, and for SCMP designation members to retain their professional certification in good standing.

**2. Professionalism**

To provide professional advice to their employer or any other impacted party to the best of their knowledge, recognizing that any final decision is the prerogative of the senior authority within the employing organization;

to act with courtesy and due consideration in dealings with other professional members and in all business relationships.

**3. Honesty and integrity**

To maintain an unimpeachable standard of integrity and honesty in all their business relationships both inside and outside the organizations in which they are employed.

**4. Responsible management**

To optimize, without prejudice, the use of resources for which they are responsible so as to provide the maximum value as defined by the organizations they represent.

**5. Serving the public good**

To use their position to advance the interests and well-being of society; to denounce all forms of business practice which may compromise value or bring discredit to the organization and/or society.

**6. Compliance with legal obligations**

To be aware of and comply with (a) all laws, regulations, by-laws and standards that are relevant to supply chain management practices; (b) the Institute's or Corporation's rules and regulations; and (c) contractual obligations that apply to the member or the member's employer and both the letter and spirit of the Competition Act, together with any competition compliance guides published by SCMA or its Provincial and Territorial Institutes. Members must not engage in or condone any activity or attempt to circumvent the clear intention of the law.

## **APPENDIX “D”**

### **DEFINITIONS OF PROCUREMENT TERMS**

#### **Within the Corporation of the County of Simcoe...**

**“Addendum”** means a change, or addition, or correction significant enough to be formally made to bid request documents (RFP, RFT) within the bid window. Addendums are communicated to all registered bidders by electronic mail or website posting or fax where email is not available. Only within the last 24 hours of a bid window where a critical addendum is issued, will confirmation of receipt either verbal or written be obtained from the registered bidders by the issuer. Addendums issued within the last 24 hours before close may, at the County’s discretion, extend the bid window close date and time or could, if significant enough in the opinion of the Procurement Director, cause the cancellation of a specific procurement process altogether.

**“Advertisement”** means the public communication of bid opportunities by posting on the County’s authorized website(s) and/or by publishing in a minimum of one issue of an established (publishing for over 5 years) newspaper, having general circulation in the area concerned to ensure a competitive process. Advertisement of certain opportunities may be placed in trade and special newspapers (e.g. Daily Commercial News) where in the best interest of the competitive process. Publicly advertised RFTs or RFPs valued over \$100,000 must provide at least 15 calendar days for bidders to respond from the time the bid documents are made available. Advertising methods may be determined at the discretion of the Procurement Staff and the end user; however advertisement of all procurements valued over \$100,000 (budgeted amount) shall be electronic (on the County’s authorized website(s)) at a minimum.

**“Agreement to Bond”** means a written assurance issued by a Surety Company that provides further protection to the County beyond that given by just a Bid Bond. The company agrees to furnish a Performance Bond and if required a Labour and Material Bond, on behalf of the vendor if they are awarded the contract.

**“Approved Vendor”** means a vendor that appears within the Procurement system vendor database and has been qualified through a competitive process or has a satisfactory historical business relationship with the County, or has a current contract with County. The Procurement Staff aim to have at least 3 Approved Vendors for all operational goods or services and strive to re-issue calls for Approved Vendors on any one commodity or service at least every three years. Approved Vendors shall be contacted for quotes prior to other sourcing.

**“Approved Vendor List”** means the list of Approved Vendors maintained by the Procurement Staff and available through the Procurement system or Procurement Staff.

**“Award”** means the execution, after careful consideration, of a purchase order or other contract with the selected bidder.

**“Back-door buying or selling”** means unofficial, irregular, and devious buying or selling, usually resulting from undue efforts to induce preference for a particular vendor with the intent of limiting competition. Sales people, who approach an organization through any avenue other than the Procurement Professional knowing that one exists, are practicing back door selling. Staff who deal with a vendor outside of the established procurement policy are practicing back door buying.

**“Best and final offer”** means the final proposal submitted after negotiations are completed that contains the vendor’s most favourable terms. Best and final offers are used as an optional final stage to the Request for Proposal process to ensure the County receives the absolute best solution. Where there is a tie score or where the top two or three proposals are all lacking in certain critical areas this process may be used as an optional final stage to the RFP process to ensure the County receives the absolute best solution. The Selection Committee short lists the proposals capable of delivering the required results. Finalists are provided detailed questions formulated by the committee related to their proposals or informed of areas that are deficient and are given the opportunity to improve their original proposal. Amended sections are then re-evaluated and re-scored according to the evaluation process defined in the RFP. The best and final offer permits the County to obtain revised proposals with little extra effort and significantly reduces the risk of awarding a contract based on a mediocre proposal. (See Section 14.0) Where there is only one of the bidders involved in a tie situation that is considered “local”, the local vendor shall be awarded the contract. (“Local” in this instance means the vendor has their primary business headquarters located within the County of Simcoe (includes the Cities of Barrie and Orillia). All vendors who meet the definition of local are considered equal under this definition)

**"Bid Security"** means certified cheques, bank drafts, bond sureties, letters of credit or other forms of negotiable instruments that may be required by the County to guarantee the bidder's good faith when submitting a bid. It obligates a bidder to enter into a formal contract with the County within a specified time, and to provide the specified security for the performance of the contract. If a bidder fails in these obligations, the bid security is forfeited. . A Bid Bond does not by itself guarantee the performance of the contract by the bidder, thus a Performance Bond should always be required as well.

**"Bid Rigging"** means an illegal agreement between two or more competitors. It is a form of price fixing and market allocation, and involves an agreement in which one party of a group of bidders will be designated to win the bid. It is often practiced where contracts are determined by bid, for example with government construction contracts .Bid-rigging is a form of fraud, and almost always results in economic harm to the agency which is seeking the bids, and to the public, who ultimately bear the costs as taxpayers or consumers. In Canada, it is a criminal offence under section 47 of the Competition Act. (also see Collusion)

**"Bid Window"** means the time between when a bid request is issued and the deadline time for submission.

**"Blanket Purchase Order"** means a system generated purchase order created by the Procurement Staff for the supply of regularly required and ongoing operational goods or services at a specified fixed price, for a specified period of time (usually not longer than 1 year) created in an effort to lessen administrative effort for all parties. The Blanket Purchase Order is generally created once per budget year and the number will be repeatedly referenced on vendor invoices. The delivery of the goods or services may occur upon receipt of a request for delivery from an authorized purchasing contact that shall contain a purchasing reference OR may be according to a delivery or service schedule agreed to in advance. Blanket Purchase Orders may be in place for up to one full budget year with a firm. (Also see Request for Delivery)

**"Boilerplate"** means a template compiled of the standard terms and conditions usually incorporated into a request for bid or other document. Boilerplates must be reviewed and adjusted carefully each time to reflect the requirements of the specific procurement.

**"Certificate of Clearance"** means a certificate issued by an authorized official of the Workplace Safety and Insurance Board certifying that the Board waives its rights under subsection 9(3) of the Workers Compensation Act, R.S.O. 1990, Chapter W.11 which indicates that the named vendor has been cleared and does not have arrears of premiums owed to or levied by the Workplace Safety and Insurance Board. **CAD 7/NEER** is a prevention incentive program that applies to employers in the construction sector whose average annual premiums are more than \$25,000.00. If the **frequency and cost** of claims are lower than would be expected you receive a rebate. If the frequency and cost of claims are higher than would be expected you are assessed a surcharge.

**"Clarification"** means a communication with a vendor within the bid window or after award of a contract for the sole purpose of eliminating minor irregularities, informalities, correction of apparent clerical mistakes or the simple misunderstanding of a point within the information documents. Clarifications do not supply an inquiring bidder with information that may provide them an actual or perceived advantage over other bidders. Therefore clarification inquiries and responses are not normally shared with all bidders, where "questions" and answers or "addendums" to the documents are. Requests for clarification received within the bid window that could possibly be perceived as a question, shall be treated as a question and therefore the question and the answer shall be communicated to all registered bidders.

**"Cold call"** means an unscheduled visit by a new vendor representative where they communicate their interest in becoming an Approved Vendor. All cold calls should be referred to the Procurement office where an appointment with the Procurement Professional can be arranged. (See Section 16.7)

**"Collusion"** means price fixing, bid rigging, or market division or allocation schemes. Each of these forms of collusion may be prosecuted criminally.

**"Compliant Bid"** means a tender, proposal or quotation that meets all the mandatory requirements stipulated in the clearly request document and on the form of tender or proposal. Care should be taken to ensure the mandatory requirements are truly critical to the specific procurement and that language clarifies how non-compliant bids will be handled. (Also see Section 14i)

**“Consulting Service”** means the deliverable is a paper or electronic document or specified result i.e. report, study, action or service related to a *one time only*, specific project. i.e. population growth study, implement a new software system

**“Construction”** means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and could include site preparation, excavation, drilling, seismic investigations, soil investigations, the supply of products and materials and equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering design or architectural work, but **DOES NOT** include the professional services (i.e. engineering or project management services) related to the construction contract unless they are included in the specifications for the procurement.

**“Contract”** means an agreement by way of Purchase Order or other form of written commitment describing goods, services, equipment, construction, space, defined actions or deliverables, or the conditions of a business relationship, being purchased or simply agreed to, usually noting a specified price or other consideration, terms, delivery date, and a start and expiry date that has been pre-approved by appropriate parties and signed by authorized representatives of both parties who hold contract signing authority. All contracts that require approval of Council (See Section 9.0) shall have the original documents retained in the Clerk’s office.

**“Contract Administrator”** means the County staff person who is designated by or is the end user of goods or services procured, and who is the main contact with the successful vendor while a contract is fulfilled. This may be an authorized purchasing contact, a member of the Procurement Staff, or other County qualified county staff person.

**“Contract Dispute”** means a matter of dispute in respect of a contract that cannot be resolved between the contractor or its authorized representative and the County’s contract administrator designated in the said contract. All contract disputes related to the competitive bid process shall be forwarded to and resolved through the Dispute Resolution Process. (See Section 10.5)

**“Contracted Service”** means there is a signed contract authorizing a vendor to perform an *ongoing* service or action. i.e. pest control, drain cleaning, HVAC maintenance.

**“Cooperative Procurement”** means the combining of requirements of two or more public procurement units in order to obtain the benefits of volume purchases and/or reduction in administrative effort and costs.

**“Dispute Resolution Process”** means the series of steps put in place to resolve contract disputes arising from the competitive process where the unresolved issue is raised to higher level of management or committees as required, until a solution is found. (See Section 10.5)

**“Fuel Surcharge”** means a temporary additional charge applied to good and services as a result of a dramatic increase in fuel prices. Fuel surcharges are in addition to the agreed upon contract pricing and must be approved by the Contract Administrator or Divisional Manager prior to payment.

**“GBAPPC”** means the Georgian Bay Area Public Purchasing Cooperative.

**“Incumbent Vendor”** means the vendor that currently supplies the goods or services to the County. Incumbent vendors are also Approved Vendors and as such should normally be included in any request for bid process for that good or service. (See Section 8.5) Historical performance of an incumbent shall be one of the evaluation elements considered when deciding to include an incumbent in a request for bid process or not. Having the history of a vendor’s performance documented is in the best interest of both the County and the vendor.

**“Intellectual Property”**- includes inventions, patents, copyrights, trade secrets, trademarks, unique and specialized technical data, and industrial designs.

**“Insurance documents”** means the documents issued by an insurance company which is licensed to operate by the Government of Canada or the province of Ontario, which certify that the vendor is insured in accordance with what is prudent for their industry or service including at least the following: Liability Insurance, endorsed to name the County as an “Additional Insured” in the minimum amount of \$2 million for commercial general liability insurance PER OCCURRENCE with NO ANNUAL AGGREGATE and \$2 million limit for automotive liability insurance. Where applicable, the successful vendor must supply Insurance documents indicating compliance with stated requirements,

PRIOR to the execution of any contract. **Exceptions to the minimum above requirements shall be approved by the Procurement Director or General Manager of Corporate Performance.**

**“Irrevocable Letter of Credit”** means an alternative to a Surety Bond, and is an irreversible or unalterable commitment on the part of a Canadian Chartered Bank that is contained on the County’s standard credit form, to pay the County a sum of money on demand, in the event the Vendor in whose name the letter has been issued fails to supply goods or perform services in accordance with its contract with the County. Any Letter of Credit should be irrevocable, unconditional, have sufficient dollar value, be automatically renewable, allow the County’s Treasurer to draw on it at will, and insist that the bank provide 30 days written notice to the County if it will not be renewed.

**“Labour and Material Bond”** means a sum of money guaranteed by a Surety Company on the County’s standard form that the named Vendor will pay his/her subcontractors and thereby protect the County against any claims should the Vendor fail to do so. A Labour and Material Bond should be obtained prior to the County’s execution of a contract.

**“Lease”** means a time limited grant of either real or personal property from the owner of that property (known as the “lessor”) to another party (known as the “lessee”), under which the lessee is entitled to the use and benefit of the property in question for the period so granted, in exchange for the payment of a stipulated rent to the owner or other consideration. In most commercial leasing the rent will take the form of a money payment. There are two types of leases, financial or capital. The County implemented a Lease Policy in 2003 (Bylaw 4939). Real property or space rental leases shall be forwarded to the Real Estate Manager for review and all other leases (e.g. equipment, vehicle) shall be forwarded to the General Manager of Corporate Performance or designate for the appropriate review PRIOR to signing.

**“Letter of Intent”** also known as a Memorandum of Agreement means an official County document that is issued to a Vendor by the Procurement Director or their designate or other person authorized by a General Manager, pledging the County’s aim to enter into a formal agreement **subject to** the establishment of mutually agreeable terms and conditions and the approval of Management or County Council if required.

**“Life cycle Management”** means a "cradle to grave" approach to asset management that looks at products and services from initial concept through procurement, to disposal once the item is no longer usable or required. Life Cycle means the natural life or the intended period of use or applicability of a good or service, license or right, from beginning to end.

**“Limited Tendering”** as defined by CFTA and CETA means a procurement method whereby the County contacts a supplier or suppliers of its choice. Also referred to as Sole Sourcing.

**“Maintenance”** means the action and associated costs of keeping a property, vehicle or material in efficient working condition, serviceable condition or to restore it to serviceable condition or to restore it to serviceability. It includes inspection, testing, servicing, waste and snow removal and classification as to serviceability, repairs, rebuilding and reclamation.

**“Matching”** means the process used in Accounts Payable to match an incoming invoice with a pre-approved system generated Purchase Order and with a Proof of Delivery, prior to paying the invoice. Matching or signature approval is required for payment of all invoices. Invoices where no matching documents exist, shall be forwarded to the appropriate manager for signature approval, depending on value and shall be tracked to report regularly the number of purchases made outside the approved procurement process.

**“New Vendor”** means a vendor that does not exist on the Procurement system database and therefore is not an Approved Vendor or a Vendor of Record. All purchases with new vendors, with the exception of Purchasing Card purchases, must be pre-authorized by the Procurement Staff to ensure 1) that an existing Approved Vendor or contracted vendor of record cannot meet the need 2) that the appropriate competitive process has occurred 3) that there are no quality concerns or extenuating circumstances involving the vendor that may influence the successful outcome of the purchase 4) that Accounts Payable Staff are notified so that invoices can be paid and 5) that vendor information is entered into the Procurement database.

**“Non-Stocked Item”** means a good or service purchased that does not create inventory, or require current inventory levels be maintained and available in the computer system for viewing, does not require movements in and out of warehouses and between locations be system tracked, and are generally low value, high usage items with short lead times or intangibles i.e. services.

**"Performance Bond"** means a bond that protects the County up to the amount of the bond, for any loss suffered by reason of the vendors default. A Performance Bond is not intended to cover payment of labour and material claims. Many contracts include a maintenance period of one year following completion of the job; therefore the standard time limit of the performance bond is within two years of the date on which final payment under the contract becomes due. If a warranty period extends beyond two years, it may be necessary to extend the Performance Bond. This bond should be obtained prior to the County's execution of the contract.

**"Procure"** means to acquire by purchase, rental, lease, trade or partnership.

**"Professional Consultants Service"** means a person or firm, who by virtue of a particular expertise is hired by the County to undertake a *specific*, one time task or assignment that may include designing specifications, making a proposal, preparing plans or programmes (also see Consulting Services).

**"Professional Service or Care Provider"** means a *person* who is contracted and paid to perform an *ongoing* service or action, and whose assignments are defined by the hiring department.

**"Proof of Delivery"** means the legible signature (electronic or manual) of a County staff person on a document or an entry within the Procurement system that is acceptable to Accounts Payable and proves a good or service was received in good order and that the matching invoice when received, should be paid by the Accounts Payable staff.

**"Purchase"** means the acquisition of goods or services for which the County will undertake to pay.

**"Purchase Reference"** means a specific and unique number issued to a vendor by an authorized purchasing contact when making a request for delivery for goods or services covered by a blanket purchase order as an invoicing reference, OR could be issued verbally to be followed up with appropriate documentation, OR could be a system generated Purchase Order OR could be the reference number associated with a Purchasing Card transaction. This number shall be a reference for accounts payable to direct an invoice to the appropriate area for approval if required, and hence the number issued should be traceable back to the authorized purchasing contact.

**"Purchase Order"** means a written contract referencing a specific and unique Purchase Order Number on a form approved by the Procurement Director, used to purchase goods and services from a vendor. Purchase Orders at a minimum are required to contain a description of the item being ordered, the quantity, unit of measure, price per unit, applicable taxes, delivery date, ship to and bill to addresses, contact person, GL account number and terms of payment. Purchase Orders are issued by authorized purchasing contacts following management review and approval as per Section 9 and 10.

**"Purchasing Card"** means a credit card issued to Authorized Purchasing Contacts to be used for procuring goods and services within established guidelines. (See Section 15.0)

**"Question"** means an inquiry or request received from a registered bidder, within the bid window, for relevant, additional information, where the provision of that information to the requestor creates an unfair advantage, therefore necessitating that both the question and the answer be communicated to all registered bidders to ensure a fair process. Questions, where significant enough, or where they point out an error in the bid documents, could result in an addendum to the documents.

**"Registered Bidder"** means a bidder who has electronically or otherwise communicated to the Procurement Staff that they plan to submit a bid in response to a request for proposal or tender. Registered bidders shall receive all addendums to documents, and be advised of all questions and answers that occur within the bid window.

**"Request for Delivery (RFD)"** means a written request for goods or services that are covered by a Blanket Purchase Order, issued by an authorized purchasing contact to an Approved Vendor. Requests for Delivery must include a unique Procurement Reference number as well as the Blanket Purchase Order or overall contract number that the vendor can include on the invoice, identifying who made the request.

**"Request for Expression of Interest" (RFEI)**, sometimes referred to as a Request for a Letter of Interest (LOI) means a public advertisement placed by the County's Procurement Staff seeking brief written responses from the vendor community indicating their interest in and ability to provide goods or services. RFEIs are used to communicate

opportunities publicly to the vendor community and seek to establish at least one or more potential vendors. Where more information is required to create a "short list", the RFPQ process may be used. RFEIs are optional and are not intended to result in the award of a contract though they may where the County states this intention openly. They are also not a legally binding process. Unless clearly noted in the RFEI advertisement, other interested suppliers can still seek to be included in the subsequent bid process. Such bidders must still meet the minimum qualifications in order to receive an invitation to participate. Where only one expression of interest is received a Contract may be awarded or a secondary process may follow.

**"Request for Information" (RFI)** means a request issued by the County's Procurement Staff to obtain information from potential providers before a solicitation document is issued e.g. assistance to create a specification. RFIs are optional and are not intended to result in the award of a contract. They are not a legally binding process and are used mainly to obtain information that will assist in the creation of a more user friendly solicitation document or to clarify technical or other details. Other suppliers can be included in the subsequent bid process as required.

**"Request for Pre-Qualification (RFPQ)** means a request issued by the County's Procurement Staff either directly to approved or sourced vendors(i.e. respondents to an RFEI), or may be publicly advertised, seeking specific details including vendors' backgrounds, capabilities, resources, references and their value added services offered related to a good or service need. RFPQs are used to evaluate and pre-qualify those who meet established criteria and seek to establish one or more qualified vendors. RFPQs are optional and are not intended to result in the award of a contract though they may where the County states this intention openly.

**"Request for Proposal" (RFP)** means a formal request issued by the County's Procurement Staff, (or other General Manager appointed person/agency) directly to at least 3 approved or sourced vendors, or that may be publicly advertised, seeking bid proposals related to supplying any good or service, or solution to a problem, valued over \$75,000 that cannot be fully defined or specified. Proposals shall be evaluated and awarded based on the highest score achieved based on pre-determined criteria that measures a vendor's demonstrated competence and qualifications, in terms of their company as well as their product Planned procurements shall be advertised at the discretion of the Procurement Staff or at the request of the end user; however if valued over \$100,000 RFPs shall be electronically advertised. All RFP documents related to any contract award must be kept on file for 7 years by the Procurement Staff in case of inquiry.

**"Request for Quotation" (RFQ)** A formal request issued by an Authorized Purchasing Contact or Procurement Staff member seeking price and delivery date from at least 3 Vendors for specified **operational or Tangible Capital Asset** goods or services valued from \$10,000 to \$75,000, where no Vendor of Record Agreement exists. For purchases valued up to \$10,000 RFQs shall be issued at the **discretion** of the Authorized Purchasing Contact as competitive procurement is not required in these cases. RFQs are issued by Procurement Staff or Authorized Purchasing Contacts using the approved Corporate RFQ form and quotes are submitted by the vendor to the County in writing by fax or email. All RFQ documents related to any awarded contract must be kept on file by the Authorized Purchasing Contact or Procurement Staff as established by the County's record retention bylaw. Where no Approved Vendors exist sourcing must occur. Quotes shall be evaluated and the contract awarded based on the lowest Total Acquisition Cost to the County. Once a successful bidder is determined, a system generated purchase order is issued by Procurement Staff or the Authorized Purchasing Contact or a purchasing card may be used. NOTE: Where the Procurement Staff deem appropriate, and with the approval of the Procurement Manager, the RFQ process may be used in place of an RFT for less complex capital goods or services valued up to \$75,000. (i.e. where price and delivery date are the key concerns).

**"Request for Quotation – Evaluated" (RFEQ)** A formal request issued by the County's Procurement Staff (or other authorized person/agency), by invitation to at least 3 vendors, or may be publicly advertised, for any good or service need valued from \$10,000 to \$75,000 that cannot be fully defined or specified, or where price is not the only consideration, and where no Vendor of Record Agreement exists. All evaluation criteria and their associated weightings must be included in the Request for Proposal documents and quotes shall be evaluated and the contract awarded based on pre-determined scoring criteria. All RFEQ documents related to any awarded contract must be kept on file by the Procurement Staff as established by the County's record retention bylaw.

**"Request for Tender (RFT)"** means a formal request issued by the County's **Procurement Staff** (or other General Manager appointed person/agency) either directly to at least 3 *approved or sourced* vendors, or that may be publicly advertised, seeking sealed and date stamped offers from registered bidders to supply complex **capital or operational goods or services valued over \$75,000 that can be precisely defined.** Offers shall be evaluated and the contract



awarded based on the lowest Total Acquisition Cost to County. Tender openings are generally public. If valued over \$100,000 RFTs shall be electronically advertised. Once a successful bidder is determined, a system generated purchase order is issued by the Procurement Staff, or their purchasing card may be used with pre-approval for purchases valued over \$5,000. NOTE: Where the Procurement Staff deem appropriate, and with the approval of the Procurement Director, the RFQ process may be used in place of an RFT for less complex goods or services valued up to \$75,000. (i.e. where price and delivery date are the key concerns).

**“Requirement Planning Meeting (RPM)”** means an initial meeting called by the end user(s) where, with the Procurement Staff in attendance, the specifications or the terms of reference for goods or services to be procured using an RFQ, RFT or RFP are explained by the end user. The Procurement Staff assist with bid and eventual contract terms, evaluation methods, score sheets, weightings etc. are determined. Potential vendors and the need for a two envelope process (See Appendix D) may also be determined as well as the need for and make-up of a Selection Committee. Priority level, timelines, other document requirements and the services to be provided by the Procurement Staff shall also be determined. The Procurement Staff shall co-ordinate all requirement planning meetings at the request of the end user(s) and at least one member of the Procurement Staff shall be present. RPM meeting notes and minutes shall be kept by the Procurement Staff in attendance.

**“Requirements Statement”** means a written summary provided to the Procurement Staff of the goods or service to be procured could be in the form of terms of reference, or specifications, may include a proposed timeline of events including delivery date requirements and may suggest Approved Vendors or other potential sources.

**“Requisition”** means the term used for a system generated Purchase Order **prior** to being submitted for electronic approval. Requisitions are required to contain the vendor’s name and a description of the item being ordered along with relevant specifications, the quantity, unit of measure, delivery date preferred, ship to address, name of division, contact person, GL account number or project number, correct price with applicable taxes and approval signatures.

**“Scrap”** means items deemed to be worth less than 10% of the replacement market value. (See Section 18.0)

**“Selection Committee”** means one or more of the interested parties involved in an RFQ, RFP or RFT process and must include at least one representative from the Procurement Staff. Selection committees are created for complex procurements where there is value in having more than one person evaluate bids and recommend an award.

**“Shopping List”** means a request to Procurement for sourcing using a system generated form or RFQ form with vendor noted as “unknown”. Shopping lists are required at a minimum to be numbered uniquely, contain a generic description of the item being ordered along with relevant specifications, the quantity, unit of measure, delivery date preferred, ship to address, name of division, contact person, and GL account number. The shopping list shall be forwarded back to the requestor with suggested vendors or where requested, the Procurement Staff will complete the remaining steps in the RFQ process for the purchasing contact and advise the requestor the results.

**“Single Sourcing”** means the procurement of a good or service from one particular vendor for over three years with no competitive process having occurred, while knowing that there are other potential vendors in the marketplace. While common practice in the past, single sourcing is not considered an acceptable practice today.

**“Sole Sourcing”** means the procurement of a good or service from one vendor having proven through a reasonable sourcing exercise that this good or service cannot be provided by another vendor or that is justified as per conditions outlined in Section 13.0.

**“Sourcing”** means the internal process used by Authorized Purchasing Contacts or the Procurement Staff to seek out vendors using any of the following methods in any particular order: utilizing the source library, Yellow Pages, Approved Vendor list, provincial vendor of record list, trade indexes, electronic search engines, catalogues, magazine or newspaper advertisements, vendor information mailed in or dropped off to the Procurement Staff, trade magazines, word of mouth or other recommendation, professional association contacts, cooperatives or other general inquiries. All procurements valued over \$100,000 must be electronically advertised by Procurement Staff.

**“Source library”** means the information accumulated with the Procurement Staff related to sourcing and vendor inquiries to the County. Any vendor may provide their information in writing to the County and this information shall be included in the library that shall be referenced as an equal part of the sourcing process. (See above) Vendors are also encourage to register on the County’s authorized website(s) in order to receive email “Bid Alerts” when an opportunity is posted.

**“Specifications”** means a concise statement of requirements to be satisfied for material, a product or service that provides bidders answering a Request for Quotation or Tender with the information they need to evaluate and understand the requirements to which the request refers. Should include the identification of test methods or the procedures which will determine whether the requirements have been met. Specifications shall not include "brand names" unless justified.

**“Stocked Item”** means a good purchased that creates inventory and requires current inventory levels be maintained and available in the computer system for viewing, and requires movements in and out of warehouses and between locations be tracked, and are generally high value, low usage tangible items with long lead times.

**“Subcontractor”** means a party who contracts with a contractor to perform all or any part of the contractor's obligations in a particular contract. The contractor is accountable for the work performed by the subcontractor.

**“Surety bond”** means a form of insurance issued by a party “the Surety” that provides a guarantee to the County, as well as to the subcontractors supplying material and labour, that a job will be successfully completed and if not, that there will be a satisfactory settlement of all claims.

**“Surplus”** means goods, including raw materials, parts and equipment, or vehicles that are no longer required by the County yet are valued over 10% of their replacement cost. (See Section 18.0)

**“Tender”** means any bid, offer or proposal submitted by a bidder pursuant to the instructions to bidders.

**“Terms of Reference”** means a summary that provides bidders answering a Request for Proposal with the information they need to evaluate and understand the requirements of the work to which the RFP refers. Terms of reference may be created by a Selection Committee made up of all interested parties and one representative from the Procurement Staff. Terms of reference should:

- a) establish the requirements that shall be considered necessary for a compliant bid
- b) establish the selection criteria by which the successful bidder shall be identified ( critical requirements)
- c) outline any other evaluation methods to be used ( interviews or presentations, weightings must be included)
- d) describe the work in detail, including all necessary elements, criteria, and any known specifications
- e) disclose the purpose of the work or services to be provided
- f) define the overall objectives and goals to be accomplished
- g) direct the bidders to establish “milestones” or other performance criteria for contract payment, if these are not known by the County in advance.
- h) define payment terms

**“Two Envelope System”** means an optional bid process whereby the bid is submitted in two envelopes, the information considered necessary for a compliant bid in one, and all other information in another. The second envelope is only opened if the first envelope shows the bid is compliant. A variation on this approach is to have all required information in one envelope and the price in the second. Again, price is only opened after the contents of the first are verified as appropriate.

**“Unsolicited Offers”** means written offers to supply goods or to perform services by vendors that were not requested to submit such offers. Unsolicited offers are normally received in either of the following circumstances: a bid solicitation was issued for an existing requirement, and a vendor that was not solicited submits a bid; or a vendor, on its own initiative, offers to supply goods or to perform a service for which no current requirement is held.

**“Vendor(s)”** means the company, group, business or individuals who may or does currently supply goods and/or services to the County

**“Vendor debriefing”** means a discussion with a vendor who was not awarded a contract or who was de-listed as an Approved Vendor during an evaluation process, held for the purpose of providing information on the relative deficiencies of the vendor's particular submission or status. This is the preferred method for removing a vendor from the Approved Vendor list and is also done at the request of an unsuccessful bidder in order to help them understand opportunities for improvement in their bids. Vendor debriefings are also a method used for dispute resolution.

**"Vendor of Record Agreement"** means an designation given to and/or an agreement with a specific **Approved Vendor** in which the County commits generally to purchasing all or a large volume of the corporately needed quantities of operational goods or services (i.e. a GBAPP Cooperative contract) from the named vendor(s) for the duration of the contract period, in cases where this approach will obtain the lowest Total Acquisition Cost to the County, will not jeopardize future supplies or be otherwise unfair to the vendor community. Approved Vendors who have a "Vendor of Record" designation or agreement in place may be noted within the procurement system database(the Approved Vendor List) maintained by the Procurement Staff as the **"Vendor of Record" (VOR)**. Authorized Purchasing Contacts are **required to utilize** Vendors of Record for procurements unless emergency or other extraordinary circumstances prevent them from doing so. Goods are purchased from Vendors of Record using purchase orders, P cards or requests for delivery where a blanket order is in effect. Vendors of Record with good performance are noted as such for generally not longer than 3 years whereupon a new Vendor of Record selection process should be held with the exception of contract extensions. (See Section 13.0)

**"Vendor of Record selection process"** means the preferred process for selecting Vendor(s) of Record, where first an opportunity is communicated to approved or sourced vendors, or may be publicly advertised (Request For Expression of Interest). If required, a short listing may occur (Request for Pre-Qualification) and through the RFT or RFP process the VOR award is made. RFEIs and RFPQs are optional processes. A second method of becoming a Vendor of Record would be as a result of being awarded one particular contract via a competitive process, and performing successfully, whereupon the Approved Vendor may be approached to enter into a Vendor of Record Agreement as approved by the Procurement Director. The Vendor of Record concept is an accepted method for government entities to ensure a fair, open and transparent competitive bid process, while at the same time building relationships with vendors that are long term, reliable and therefore beneficial to both parties.

**"WSIB Requirements"** see "Certificate of Clearance".

## APPENDIX “E”

### TRADE AGREEMENT – LIMITED TENDERING

#### CANADA FREE TRADE AGREEMENT (CFTA)

For the procurement of goods, services, and construction subject to CFTA, limited tendering may be permitted with the approval of the Procurement Manager who shall also seek the approval of the Procurement Director and General Manager of Corporate Performance.

- Limited tendering shall be recorded by Procurement Staff for reporting to the Secretariat.
- A public notice of an award of contract under limited tendering and circumstance permitting the award must be published on the County’s authorized website no later than 72 days following the award.

#### Circumstances under which limited tendering is permitted:

- a) The requirement is for a work of art.
- b) For the protection of patents, copyrights, or other exclusive rights.
- c) Where work is to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work.
- d) Where work is to be performed on a leased building or related property, or portions thereof that may be performed only by the lessor.
- e) The procurement is for subscriptions to newspapers, magazines, or other periodicals.
- f) Where the procurement is a prototype of a first good, or service to be developed in the course of and for a particular contract for research, experiment, study or original development. Original development of a first good or service may include limited production or supply in order to incorporate results of field testing and to demonstrate that the good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production or supply to establish commercial viability or to recover research and development costs.
- g) To ensure compatibility with existing goods, or to maintain specialized goods that must be maintained by the manufacturer of those goods or its representative.
- h) For purchases made under extremely advantageous conditions that only arise in the very short term in the case of unusual disposals such as those arising from liquidation, receivership, or bankruptcy, but not for routine purchases from regular suppliers.
- i) Where the contract is being awarded to the winner of a design contest provided that:
  - i. The contest has been organized in a manner that is consistent with the principles of Chapter 5 of the Canadian Free Trade Agreement, in particular relating to the publication of a tender notice; and
  - ii. The participants are judged by an independent jury with a view to a design contract being awarded to a winner.
- i) Where the goods are being purchased on a commodity market.
- j) Where there is an absence of competition for technical reasons
- k) Where the supply of goods or services is controlled by a supplier that is a statutory monopoly.

- l) For additional deliveries by the original supplier of goods or services that were not included in the initial procurement, if a change of supplier for such additional goods or services:
  - I. Cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services, or installations procured under the initial procurement; and
  - II. Would cause significant inconvenience or substantial duplication of costs for the County.
- m) Where goods or consulting services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through an open tendering process could reasonably be expected to compromise government confidentiality, result in a waiver of privilege, cause economic disruption, or otherwise be contrary to the public interest.
- n) If strictly necessary, and for reasons of urgency brought about by events unforeseeable by the County, the goods or services could not be obtained in time using open tendering.

**CANADA-EUROPEAN UNION - COMPREHENSIVE AND ECONOMIC TRADE AGREEMENT (CETA)**

**For the procurement of goods, services, and construction subject to CETA, limited tendering may be permitted with the approval of the Procurement Manager who shall also seek the approval of the Procurement Director and General Manager of Corporate Performance.**

- **Limited tendering shall be recorded by Procurement Staff for annual reporting to the Committee on Government Procurement.**
- **A public notice of an award of contract under limited tendering and circumstance permitting the award must be published on the County's authorized website no later than 72 days following the award.**

**Circumstances under which limited tendering is permitted:**

- o) The requirement is for a work of art.
- p) For the protection of patents, copyrights, or other exclusive rights.
- q) Where the procurement is a prototype of a first good, or service to be developed in the course of and for a particular contract for research, experiment, study or original development. Original development of a first good or service may include limited production or supply in order to incorporate results of field testing and to demonstrate that the good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production or supply to establish commercial viability or to recover research and development costs.
- r) For purchases made under extremely advantageous conditions that only arise in the very short term in the case of unusual disposals such as those arising from liquidation, receivership, or bankruptcy, but not for routine purchases from regular suppliers.
- s) Where the contract is being awarded to the winner of a design contest provided that:
  - iii. The contest has been organized in a manner that is consistent with the principles of Chapter 9 of the Canada-European Union - Comprehensive and Economic Free Trade Agreement, in particular relating to the publication of a tender notice; and
  - iv. The participants are judged by an independent jury with a view to a design contract being awarded to a winner.
- t) Where the goods are being purchased on a commodity market.

- u) Where there is an absence of competition for technical reasons.
- v) For additional deliveries by the original supplier of goods or services that were not included in the initial procurement, if a change of supplier for such additional goods or services:
  - III. Cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services, or installations procured under the initial procurement; and
  - IV. Would cause significant inconvenience or substantial duplication of costs for the County entity.
- w) Only when strictly necessary, and for reasons of urgency brought about by events unforeseeable by the County, the goods or services could not be obtained in time using open tendering.

## APPENDIX “F”

### PROCUREMENT LEGISLATION AT A GLANCE

For the most recent information on procurement legislation, please inquire with the Procurement Staff.

#### F.1 Contract Law in Canada

A contract is any legally enforceable agreement. Any agreement to purchase is a contract if it involves the following elements:

- **a legal offer that is clearly defined** - All offers must be unambiguous; vague offers may be considered not legally capable of being accepted. In Canada, an offer, unless done by competitive bidding can be withdrawn at any time prior to acceptance.
- **acceptance of that offer** - In Canada, acceptance terms must match those of the offer in all respects. If only a few terms match, it is likely that no contract is formed, as there is no true agreement. If all but a few terms match, then there likely is a contract, but only those terms which match are considered part of the deal; those which conflict are not part of the deal.
- **legal consideration** – Both parties have given something of value: the exchange of benefit ( money or other). The law does not require that the exchange be of equal value, but there must be definite value.
- **legal purpose** - i.e. a contract for the transportation of an illegal substance would not be enforceable for obvious reasons
- **legal intention** – Everyone who makes a contract must intend to do so or there will be no contract.
- **competence** or legal capacity on the part of the principals or their qualified agents to enter into contract and the mental capability to understand what they are doing

#### Verbal Contracts

- The law does not require most contracts to be in writing before they are binding except for contracts involving guarantees and land.
- If the six essential elements are present, a contract exists, even if it is completely verbal.
- Verbal contracts too often remain vague and lack important terms and conditions
- Deals should be in writing wherever possible.

#### F.2 Trade Agreements

The **Canadian Free Trade Agreement (CFTA)** came into effect on July 1, 2017 and is designed to eliminate barriers to trade, investment, and mobility within Canada. Further, it is intended to establish a transparent and efficient framework to ensure fair and open access to government procurement opportunities for all Canadian Suppliers. Under its terms and the Schedule for Ontario, the County of Simcoe is a subject to the agreement.

The **Trade and Cooperation Agreement between Ontario and Quebec** promotes trade and economic cooperation between Ontario and Quebec and became effective September 1, 2016.

The agreements are designed to:

- promote inter-provincial trade
- eliminate barriers to trade
- ensure that vendors are treated fairly when competing for procurement opportunities regardless of their geographic location

These agreements affect the County’s procurement practices for goods, services, and construction. For Goods and services valued over \$100,000 and for construction valued over \$250,000 providing public notice via electronic advertising (.i.e. posting on the County website) **is a requirement.**

Both trade agreements mandate that procurement policies be non-discriminatory i.e. municipalities will not be permitted to discriminate against vendors on the basis of geographic location in Canada, based on the province of origin of goods/services/construction materials or based on the origin of the supplies of same.

The **Canada-European Union - Comprehensive Economic and Trade Agreement (CETA)** became effective September 21, 2017. CETA municipal procurement rules allow the European Union access to bid on high-value government procurement contracts. Current (2022) thresholds for covered procurements under CETA are approximately \$366,800 CAD for goods and services and \$9,100,000 CAD for construction. CETA is a progressive free trade agreement which covers virtually all sectors and aspects of Canada-EU trade in order to eliminate or reduce barriers.

- F.3 The Discriminatory Business Practices Act** prevents discrimination in Ontario on the grounds of race, creed, colour, nationality, ancestry, place of origin, sex or geographical location of persons engaging in business. R.S.O. 1990, c.D.12, s.2
- F.4 Conflict of Interest (Section 122 Criminal Code)** – Conflict of interest can be a criminal offense when an elected politician, public official or government employee acts contrary to his or her duty to the public to obtain a personal benefit. Section 122 of the Criminal Code makes this breach of trust by a public official a crime.
- F.5 Ontario Human Rights Code, the Accessibility for Ontarians with Disabilities Act, and all Regulations established under these Acts related to Accessibility** –The County of Simcoe is committed to meeting its obligations under the Ontario Human Rights Code, the Accessibility for Ontarians with Disabilities Act, and all Regulations established under these Acts. The County shall incorporate accessibility design, criteria, and features when procuring goods, services, and facilities, except when it is not practicable to do so. If the County of Simcoe determines that it is not practicable to incorporate accessibility design, criteria and features when procuring or acquiring goods, services, or facilities, it shall provide, upon request, an explanation. This explanation shall be provided in an accessible format in consultation with the person making the request. When goods, services, or facilities are provided by a third party on behalf of the County of Simcoe, the County shall ensure that the third party has received training on the Ontario Human Rights Code, the Accessibility for Ontarians with Disabilities Act, and all Regulations established under these Acts.



## APPENDIX “G”

### GREEN PROCUREMENT GUIDELINES

#### 1. PURPOSE

The County of Simcoe recognizes the importance that its procurement decisions can make in contributing to environmental issues.

The purpose of this guideline is to:

- Provide a framework for the procurement of Environmentally Preferred Products and services that compliment the formal procurement practices set out in the County’s Procurement Policy;
- Encourage the inclusion of environmental performance criteria into County supply chain procedures, processes and activities, where possible as industry and technology advances become available;
- Support the procurement of goods and services that will protect the environment, while maintaining best value for the County; and
- Promote a corporate culture at the County that recognizes and places a priority on environmental issues.

The County is committed to continually improving procurement practices by integrating environmental considerations into every aspect of the procurement process. As industry and technology advances become available, the County will promote procurement practices that meet performance requirements while minimizing environmental impacts, including new Environmentally Preferable Products, reusable products, recycled content, and products that are recyclable where possible. Recognizing its role as a major purchaser of goods and services, the County continually seeks opportunities to encourage and influence markets for Environmentally Preferable Products through employee education; adopting innovative product standards, specifications, and contracts while remaining fiscally responsible and ensuring the continued safe operation of the County.

#### 2. SCOPE

This guideline applies to all procurement activities related to: facilities, construction, vehicles and equipment, operations, administration and other supporting activities.

#### 3. DEFINITIONS

1. Ecolabel: means a label given to a product that certifies that it has been produced in accordance with certain environmental standards. To be recognized, an eco-labelling scheme must consist of three components, namely: (1) the certification standard; (2) an independent accreditation body; and (3) independent certification bodies.
2. Environmentally Preferable Product: is one that offers the same or improved function and Performance, but which is less harmful to human health and the environment than the next best alternative. Environmentally Preferable Products have a number of beneficial characteristics including, but not limited to the following:
  - Complies with the latest environmental, health and safety legislation, where applicable;
  - Reduces waste and makes efficient use of resources;
  - Reduces polluting by-products and/or safety hazards during manufacture, use and disposal;
  - Is reusable or contains reusable parts;
  - Is recyclable in whole or in part;
  - Contains recycled materials;
  - Has a long service-life, can be economically and effectively repaired, refurbished or upgraded;

- Promotes the responsible use and conservation of fuels and electricity.

An Environmentally Preferable Product or service will meet the criteria of a recognized third party eco-labelling program, where such specifications exist for that product category.

3. Performance: the efficacy of a product, material or service to accomplish its intended or specified task or job.
4. Life Cycle Assessment (LCA): the comprehensive examination of a product's environmental impacts throughout its lifetime, including new material extraction, transportation, manufacturing, use and disposal management.
5. Recyclable Product: a product or package made from a material for which there is a recycling collection system in place to divert it from solid waste for subsequent use as a raw material in the manufacture of the same or another product.
6. Recycled Content Product: a product containing a significant quantity of pre-and post-consumer recovered material introduced as a feed stock in the production process.
7. Post-Consumer Recycled Content Product: a product containing a significant quantity of post-consumer recycled materials (i.e., materials that have passed through the hands of end consumers, as opposed to materials recycled from the manufacturing process or otherwise).
8. Reusable Product: a product that can be used more than once for an intended end use before being remanufactured, recycled or discarded.
9. Third Party Certified Products: refers to products that have been certified by an independent certification organization that sets standards and provides auditing and verification services to confirm that companies bearing certification have met defined environmental standards/
10. Life Cycle Costing: a procurement evaluation technique, which determines the cost over the lifetime of the product including acquisition, operation, maintenance and disposal. It takes into account durability, performance and cost savings that may be achieved over the lifetime of the product through environmental efficiencies (e.g. energy saving) and disposal costs or potential revenues.

#### 4. GENERAL

To meet the requirements of these guidelines, the County of Simcoe will:

1. Procure goods and services in accordance with sound environmental considerations, and practices.
2. Progressively implement environmental considerations into purchases during the preparation of specifications as industry and technology advances become available.
3. Promote the use of environmentally responsible goods and services within the County and train staff that has a role in any aspect of the procurement process to make them aware of this guideline, specifically with Environmentally Preferable Products, Third Party Certified Products, Life Cycle Assessment, Life Cycle Costing and the assessment of the impacts of the ongoing use of this guideline.
4. Consider alternatives to purchasing or purchasing new during the acquisition planning phase.
5. Disseminate information to County staff about reusable, recycled content, recyclable, third party certified and otherwise Environmentally Preferable Products.

6. Promote the County's green procurement to suppliers and encourage the current and future use of Environmentally Preferred Products, whenever cost effective, as industry and technology advances permit.
7. Structure applicable product/service specifications and contracts to incorporate Recycled-Content Products, Post-Consumer Recycled Content Products or Third-Party-Certified Products whenever possible.
8. Use tender specifications that eliminate barriers to Recycled-Content Products, such as specifications that are outdated, overly stringent or unrelated to product performance.

Procurement Process and Tools

9. Develop and implement a Life Cycle Costing and Life Cycle Assessment models that targets products and services, where applicable.
10. Incorporate requirements into bid documents for bidders to consider environmental issues as they submit their bid documents.
11. On an ongoing basis, develop and implement evaluation matrices for products and services that incorporate environmental criteria with appropriate weighting.
12. Ensure all applicable corporate forms, standard clauses and conditions, approval documents, policies and procedures and other manuals are updated to include environmental considerations.
13. Share information concerning environmental purchases with other public entities including members of the Georgian Bay Public Purchasing Cooperative.

5. RESPONSIBILITY OF COUNTY OF SIMCOE DEPARTMENTS

County departments are responsible to become familiar with and apply the principles of this policy in preparing specifications and scopes of work for the procurement of goods and services. Departments are required to consider and to specify the purchase of Environmentally Preferred Products wherever practical or as industry and technology advances become available.

6. CONTINUAL IMPROVEMENT

The County is committed to a process of continuous improvement through regular review of this policy, its scope and implementation processes on an ongoing basis as industry and technology advances permit and as more products incorporate environmental considerations.

7. REFERENCE SOURCES

Toronto Transit Commission - Green Procurement Policy 2008 – Used with permission.

## APPENDIX “H ”

### NOTICE TO ALL CONTRACTORS

#### CORPORATE STATEMENT OCCUPATIONAL HEALTH AND SAFETY

The Corporation of the County of Simcoe is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, Contractors, agents and others on our premises. Accordingly, a corporate health and safety policy and procedure has been adopted and implemented and shall be adhered to.

**ALL CONTRACTORS SHALL:**

Demonstrate establishment and maintenance of health and safety program with objectives and standards consistent with applicable legislation and with the Corporation of the County of Simcoe’s health and safety policies and requirements.

As required by the County, submit a copy of acceptable liability insurance documents meaning the documents issued by an insurance company which is licensed to operate by the Government of Canada or the province of Ontario, which certify that the Contractor is insured in accordance with what is prudent for their industry or service including at least the following: Liability Insurance, endorsed to name the County as an “Additional Insured” in the minimum amount of TWO Million Canadian Dollars ( \$2 million) for commercial general liability insurance PER OCCURRENCE with NO ANNUAL AGGREGATE and \$2 million limit for automotive liability insurance. Where applicable, the Contractor must supply Insurance documents indicating compliance with stated requirements, PRIOR to the execution of any Contract. Exceptions to the above require approval by the Procurement Director or General Manager of Corporate Performance.

As required by the County submit a valid and current copy of Workers Safety and Insurance Board Clearance Certificate, NEER Statement and/or independent Operator/Owner ID number, and ensure updated information is forwarded to the County for the duration of the Contract. Prior to final payment, a Contractor may be required to submit proof of current WSIB coverage in good standing.

Include provisions in their health and safety programs to reach and maintain consistently a high level of health and safety.

Ensure that Workers in their employ:

- have current WHMIS certification regarding controlled products that may be in use at their place of Work and wear appropriate personal protective equipment as may be required;
- are aware of and comply with the facility’s non-smoking;
- submit a background check where applicable and adhere to all policies to resident safety within the County’s long term care facilities.

Comply with the County requirement that any controlled products taken to a County site must be accompanied with a current MSDS sheet. Designated substances shall not be permitted on any County of Simcoe Worksite or project.

Upon request, at any time from award to completion of Contract, the Contractor shall submit proof of fulfilment of above responsibilities.

Review specific bid documents for additional health and safety requirements and ensure compliance.

**Your co-operation and assistance in this matter is appreciated and vital to the Health and Safety of all.**

## APPENDIX “I”

### CATALOGUE OF “VALUE ADDED” SERVICES OFFERED BY THE PROCUREMENT GROUP

#### Planning Phase

1. Provide information and interpretations on applicable law and policies such as: trade (CFTA, CETA, etc.), tax (Sales, Withholding, etc.), customs & excise, dangerous goods, agency, environment protection, competition and transportation.
2. Provide information on public and private industry procurement practices including: strategic procurement, bid solicitation, negotiation strategies, calling for proposals, treatment of irregularities, securing value, formation of contracts, traffic and routing, logistics, performance management, etc.
3. Provide information on supplier marketing strategies, their sales techniques, the nature of influence and supplier behaviour patterns.
4. Develop procurement policies, plans, reports, standard documents and management tools.
5. Assist with Process Mapping, Gap Analyses and Fit Analyses within the Procurement Cycle to identify non value added activity and re-engineer processes to ensure value.
6. Provide data on aggregate value of corporate acquisitions and demand patterns in addition to corporate practices and issues.
7. Conduct workshops and seminars in Needs Definition, Specifications, Performance Measurement and Control.
8. Demand patterning and forecasting, Material Requirements Planning.
9. Life-cycle costing / total cost determination / budget estimating.
10. Value analyses for out-sourcing (privatization of services) as well as in-sourcing.
11. Maintenance of commodity and vendor database information.
12. Prepare independent statements of requirements including (specifications and terms of reference) and maintain related information databases.
13. Aggregate volume by broad band classification and assess bundling, consignment, or cooperation opportunities.

#### Market Research Phase

1. Determine normal good or service distribution channels and vendor relationships.
2. Review Canadian General Standards Board, American National Standards Institute and other standards.
3. Assess vendor costing/ pricing and mark-up strategies and develop cost savings / reduction / avoidance / control strategies.
4. Assess market, vendor custom / bundling opportunities, supply vs. demand characteristics, owner leverage.
5. Assess price volatility level and potential strategic supply opportunities.
6. Survey users of the item, professional organizations, rating and testing agencies and laboratories and summarize recommendations.
7. Bench marking services and comparison studies.

#### Sourcing Phase

1. Develop appropriate acquisition strategies and methods based on needs and research.
2. Investigate alternative sources nationally or internationally.
3. Trace origins of goods and services or related reference materials and reports.
4. Conduct vendor surveys and evaluations.
5. Develop supplier pre-qualification requirements, conduct related processes and maintain database information.
6. Vendor partnership development and control.
7. Prepare request for bid process documentation, terms and conditions for contracting and special instructions to secure comprehensive vendor offers.
8. Develop negotiation plans / documents and conduct negotiations through to completion and award.
9. Develop independent, comprehensive evaluation criteria and appropriate models.
10. Conduct Vendor Development and Certification programs.
11. Conduct make / lease or buy studies.
12. Conduct public / private bidding services including advertising, distribution, addendum control, document sales, pre-bid conferences, securing all bids received, monitoring time sensitive receipts and public disclosure.

#### Analysis of Alternatives

1. Evaluate environmentally friendlier alternatives.
2. Conduct problem solving and decision making analyses (Kepner Tregoe or other methodology).
3. Prepare bid or negotiated offer tabulation and evaluations including spread sheeting.
4. Conduct Risk Analyses.
5. Determine bid rigging and competition act irregularities
6. Render independent interpretations and rulings on degree of competitiveness, equitableness and fairness of offers received.
7. Determine irregularities and rejection / acceptance approach.

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8. Report on results of internal and external research, procurement activities to secure best offers and provide comprehensive recommendations on the best overall business solution.
9. Coordinate product and service demonstrations.

#### **Award Phase**

1. Resolve vendor protests and maintain historical records.
2. Determine implementation approach and disseminate information to involved parties.
3. Conduct Vendor debriefing sessions.
4. Report preparation and securing of approvals.

#### **Contract Execution**

1. Prepare and finalize content including terms, conditions, final results and so forth in a way that facilitates effective monitoring and control.
2. Determine contract type such as lump sum, Unit Price, Cost Plus Fixed Fee (CPFF), Cost Plus Incentive Fee (CPIF), Blanket, cheque with order, etc.
3. Secure legal opinions where appropriate, evaluate trade-offs and determine best business solution.
4. Confirm contracts with vendors and handle ordering arrangements including importing, warehousing and transfer instructions.
5. Implement contracts and conduct start-up activities with vendors, project managers and administrative staff.

#### **Receipt Phase**

1. Conduct receiving and inspection activities and maintain records.
2. Process returned goods and shipping claims and manage service disputes/ claims.
3. Provide internal transportation services.

#### **Payment Phase**

1. Ensure matching of financial information and arrange for full discharge of contracts and closing out of records.
2. Manage return for credit requests.
3. Initiate and implement partial and stop-payment requests.

#### **Contract Administration & Performance Monitoring Phase**

1. Records retention and control of financial commitments for manual and automated records.
2. Process duty drawbacks, brokerage claims, refunds and exports.
3. Coordinate contracts by project or commodity or vendor.
4. Provide management reports on acquisition activity.
5. Maintain asset management records.
6. Monitor price changes; calculate current charges in variable priced contracts.
7. Negotiate contract changes.
8. Issue / control amendments.
9. Conduct vendor/customer satisfaction surveys.

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