



## **POLICY MANUAL**

**POLICY NUMBER: CORPORATE-012**

**SUBJECT: PURCHASING POLICY**

### **POLICY STATEMENT: (Purpose/Objective)**

The goals of the Purchasing Policy are as follows:

- a) To ensure openness, accountability and transparency while protecting the financial best interest of the City of Brantford;
- b) To encourage competitive bidding for the Acquisition and disposal of Goods and Services where practicable;
- c) To ensure fair treatment and respectful business practice to all Vendors;
- d) To obtain efficiencies where possible by maximizing buying power through economies of scale and participating in cooperative and Group Purchasing Organizations.

### **RELATED POLICY PROCEDURES/GUIDELINES:**

By-law 34-2020 – Purchasing Policy (Corporate -012)

Date of Enactment:  
March 24, 2015

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# **CHAPTER 1** **INTERPRETATION**

## 1.01 Statement of Principle

The Ontario Municipal Act, 2001 requires every municipality to have a policy with respect to its Procurement of Goods and Services. This Policy is intended to fulfill that requirement.

The City will endeavor to achieve the best value in its commercial transactions and has determined as a matter of policy that the Lowest Overall Cost for the taxpayer is most often received when competitive Acquisition processes are used. For that reason, competitive Acquisition will be the general rule and will be departed from only in accordance with specific exemptions set forth in this Policy.

## 1.02 Goals of the Policy

The goals of this Policy are as follows:

- (a) To ensure openness, accountability and transparency while protecting the financial best interest of the City of Brantford;
- (b) To encourage competitive bidding for the Acquisition and disposal of Goods and Services where practicable;
- (c) To ensure fair treatment and respectful business practice to all Vendors;
- (d) To obtain efficiencies where possible by maximizing buying power through economies of scale and participating in cooperative and Group Purchasing Organizations.

## 1.03 Application of Policy

- (a) This Policy is subject to all applicable trade agreements.
- (b) Acquisition of Goods and Services by Department Staff and City officials shall be in accordance with this Policy and not otherwise. No member of Council or City employee shall have the right to Acquire Goods and Services or to otherwise bind the City in respect of the Acquisition of Goods and Services, except in accordance with this Policy.
- (c) If the staff of the City's purchasing division provide assistance to any local Board or any subsidiary of the City to Acquire Goods and Services, such assistance shall only be provided if such local Board or subsidiary complies with this Policy with necessary changes. The requirement to comply with this Policy is subject to the terms of any contract with the local Board or subsidiary.

- (d) This Policy shall apply to the Acquisition of all Goods and Services by the City, except for the exemptions set forth in Schedule 3. The Acquisition of the Goods and Services listed and described in Schedule 3 shall not be subject to the requirements of this Policy, but may be subject to other policies or requirements enacted from time to time by the municipal Council of the City.
- (e) The rule in (c) is not intended to limit the independence of any local Board or subsidiary of the City.

#### 1.04 Incorporation of Policy into Solicitations

The requirements of this Policy shall be incorporated by reference into all Solicitations for Goods and Services Acquired by the Purchasing Division of the City of Brantford.

#### 1.05 Delegation

A member of City staff, or an employee(s) in an identified City position(s) who, by this Policy, is granted authority to make decisions, or perform actions (a “Decision Maker”), is also hereby granted authority to delegate such authority to subordinate staff (a “Delegate”). Such Decision Maker may limit such authority granted to a Delegate by such terms that the Decision Maker considers reasonable in the circumstances.

#### 1.06 Definitions

In this Policy,

“Acquisition” and “Procurement” means obtaining of Goods and Services by purchase, lease, rental, and other methods; and “Acquire” and “Procure” have similar meanings.

“Appointed Member” means a member appointed by City, Council a board, advisory committee, sub-committee or task force, each as defined in Section 1.0 (Definitions) of Corporate Policy - 028 (Appointment of Citizen Members to City of Brantford Boards, Advisory Committees, Task Forces and Other Committees to which Council Makes Appointments).

“Award” means the issuance of a Notice of Intent or purchase order to a selected Vendor.

“Board” means a body that governs, manages or operates.

“CAO” means the City’s Chief Administrative Officer.

“City” means The Corporation of the City of Brantford.

“Council” means the City’s legislative body, being composed of the mayor and councilors who were elected in the City’s last municipal election.

“Department Staff” or “Operating Department Staff” means staff of the City department for which Goods and Services are being Acquired.

“Elected Official” means a member of City Council.

“Electronic Bidding System” means the online system by which the City conducts Request for Tenders and may conduct other Solicitations.

“Emergency” means that Council, the CAO, or the applicable General Manager has determined that there is an unforeseeable or impending situation requiring immediate Procurement in order to: (i) maintain sufficient levels of required Goods and Services; (ii) prevent or mitigate danger to life, health, or property; or (iii) avoid a substantial or significant interference with City municipal operations.

“Estimated Value” means the estimated amount (excluding taxes) for budget or planning purposes which will be required to Acquire Goods and Services; and which amount may be higher, lower or equal to the actual cost of Acquisition. For greater certainty, when a multi-year contract is to be Awarded, the Estimated Value for such multi-year contracts is the estimated amount to be paid for the Goods and Services over the entire contract, and is not limited to the amount which may be payable in any particular budget year.

“Goods” means tangible objects of all kinds, including but not limited to supplies, materials, and equipment.

“Group Purchasing Organization” or “GPO” means a cooperative public purchasing organization established with the specific purpose of reducing Procurement costs as a result of aggregated volumes and obtain ready-to-use, competitively solicited contracts which may be used by third-parties.

“Lowest Overall Cost” means the Acquisition cost contained in a Responsive Submission which is, after the evaluation factors set forth in the Solicitation are taken into account (such as price, quality, life cycle costs, environmental factors, and other terms, conditions, and circumstances of the Acquisition) which is the lowest in comparison to other Responsive Submissions received as part of the Solicitation.

“Non-Competitive Acquisition” means Procurement which does not include any competitive process, and without limiting the generality of the foregoing, includes Procurement through negotiation, a Sole Source, and standardized product lists approved by Council.



“Option to Buy” means the right to Acquire Goods upon stated terms, most often but not exclusively encountered in the context of rental, lease (but not a financing lease), or hire-purchase agreements.

“Policy” means this purchasing policy.

“Purchasing Officer” means the person so designated by the Treasurer of the City from time to time and shall be synonymous with “Manager of Purchasing”.

“Responsive” means that a Submission contains each and every element required by the Solicitation, and otherwise fully complies with the requirements of the Solicitation and this Policy.

“Request for Expressions of Interest” means a general market research tool to determine Vendor interest in a proposed Procurement. It is used prior to issuing another Solicitation and is not intended to result in the Award of a contract.

“Request for Proposals” means a non-binding competitive Procurement process for obtaining unique proposals designed to resolve an issue as set out in terms of reference.

“Request for Quotations” means a non-binding competitive Procurement process for obtaining bids based on defined requirements for which fixed or calculated price will be paid.

“Request for Supplier Qualifications” means a Solicitation process for screening potential Vendors through such attributes as experience, financial strength, education, or other pertinent considerations, in order to establish a list of qualified Vendors who may then be invited to provide a Submission, or who may be hired on a rotational or “best fit” basis to fulfill specific requirements.

“Request for Tenders” means a binding competitive Procurement process for obtaining defined requirements for which a clear or single solution exists.

“Services” means intangible activities which are performed in order to deliver an outcome, including without limitation, labour, construction, maintenance and professional and consulting services.

“Sole Source” is a form of Non-Competitive Acquisition, whereby Goods or Services are Acquired from a specific Vendor.

“Solicitation” means any and all forms of requests, inquiries, or other exploration of options for the Acquisition of Goods and Services by the City, including but not limited to Requests for Tenders, Requests for Quotations, Requests for Proposals, Requests for Supplier Qualifications, requests for information, and Requests for Expressions of Interest.

“Submission” means any and all offers, bids, or other responses to a Solicitation.

“Surplus” means City Goods which, through obsolescence or other reason, are no longer required or wanted by the primary operating department which utilized or otherwise benefitted from the Goods.

“Two Envelope Method” means a Procurement process in which a Submission is submitted into two separate electronic folders through the Electronic Bidding System. The technical and qualitative information is submitted in the first folder and the price information is provided in the second folder. The second folder is considered in the evaluation process only if the first folder shows the Vendor to be qualified in accordance with the requirements of the Solicitation.

“Vendor” means a seller or supplier of Goods and Services.

“Working Days” means days on which the main municipal offices of the City are open for business.

"Unsolicited Proposal" means an offer to supply Goods and Services to the City that has not been preceded by the issuance of a Solicitation.

#### 1.07 Interpretation

The interpretation of this Policy shall be governed by the following:

- (a) **Headings** The division of this Agreement into articles and sections, schedules, and other subdivisions are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The headings in the Agreement are not intended to be full or precise descriptions of the text to which they refer. Furthermore, unless something in the subject matter or context is inconsistent therewith, references herein to an article, section, subsection, paragraph, clause or schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Agreement.
- (b) **Singular, Gender** Words importing the singular number include the plural and *vice versa*. Words using the current tense include the past and future and words using the past or future tense include the current tense. Words importing the masculine gender include the feminine and neuter genders, and words importing persons include firms and corporations and *vice versa*.
- (c) **Including** Wherever the words “include”, “includes” or “including” are used in this Policy, they are deemed to be followed by the words “without limitation” and the words following “include”, “includes”, or “including” are not considered to set forth an exhaustive list.

## **CHAPTER 2** **GENERAL MATTERS**

### 2.01 No Local Preference

- (a) The City will not impose or consider, in the evaluation of bids or Award of contracts, local content or other economic benefits criteria that are primarily designed to favour the Goods and Services of a particular country, province or region. However, nothing in the foregoing will prohibit the imposition of bona fide project requirements, including but not limited to geographic response time requirements.
- (b) All Procurement processes are to be conducted so as not to unduly exclude local Vendors while at the same time: (i) maintaining the duty to be fair, open, and transparent to all Vendors; and (ii) remaining in compliance with applicable trade agreements.

### 2.02 Co-operative Purchasing Arrangements

- (a) The Purchasing Officer may make cooperative purchasing arrangements with other municipalities or public authorities under which particular varieties of Goods and Services may be Acquired at a lower overall cost than the City might otherwise achieve if it acted independently.
- (b) Because the cooperative arrangements may require the cooperation of multiple organizations with differing purchasing procedures, deviations from the requirements of this Policy are permitted in such cooperative arrangements provided that the principles set forth in Chapter 1 are fully respected.
- (c) Where the Purchasing Officer has effected cooperative purchasing arrangements in accordance with this section, Department Staff shall Acquire the particular varieties of Goods and Services in accordance with such cooperative arrangements and not otherwise. The Purchasing Officer shall be permitted to authorize exceptions from the foregoing in extenuating circumstances.
- (d) The City will not piggyback on third party agreements.

### 2.03 Acquisition of Goods and Services from other Government Bodies or Group Purchasing Organizations (GPO)

- (a) The City may Acquire Goods and Services from federal, provincial or municipal body, ministry, agency, board, corporation or authority or in the case of Provincial and Federal Standing Agreements, or other competitive GPO's. The City may take advantage of these opportunities if they are deemed to be in the best interest of the City, as determined by the Purchasing Officer.

#### 2.04 General Supply Contracts

- (a) Where the Purchasing Officer perceives continuing common needs for particular Goods and Services in multiple departments within the municipality, he or she may issue Solicitations for the general supply of the needs of all departments of the municipality for such particular Goods and Services.
- (b) Where a contract for the general supply of the needs of multiple departments of the municipality for particular Goods and Services has been Awarded in accordance with (a) above, Operating Department Staff shall Acquire the particular varieties of Goods and Services in accordance with such cooperative arrangements and not otherwise. The Purchasing Officer shall be permitted to authorize exceptions from the foregoing in extenuating circumstances.

#### 2.05 General Ability of Council to Overrule Procedural Requirements

- (a) Council may overrule any requirement of this Policy on a transaction-specific basis by way of a Council resolution.
- (b) The elimination of any requirement of this Policy on a general or continuing basis must be approved through a By-law which amends this Policy.

#### 2.06 Forms, Contracts and Documents

- (a) The Purchasing Officer may develop or adopt standard forms of contracts, Solicitations and other documents to be used in conjunction with Acquisitions, if such standard forms are approved by the City Solicitor. .
- (b) Where the Purchasing Officer has developed a standard form in accordance with (a) above, Operating Department Staff shall Acquire the particular varieties of Goods and Services in accordance with standard forms and not otherwise, provided that the Purchasing Officer may authorize or draft minor variations therefrom as necessary.

#### 2.07 Execution of Contracts and Documents

- (a) The execution of contracts and documents in connection with Acquisitions must be in accordance with this Policy. It is a serious contravention of this Policy for any employee to execute a contract or other document in connection with a Solicitation if the execution of such contract or other document is not in accordance with the requirements of this Policy. Notwithstanding the foregoing, this requirement does not limit, restrict, or otherwise negatively impact any other authority which is granted by Council.

- (b) Employees are responsible for determining whether or not they have delegated signing authority to execute documents on behalf of the City in accordance with the foregoing.

## 2.08 Disposal of Surplus Goods and Equipment

- (a) Except where otherwise required by Council for specific varieties of Goods and Services, Surplus Goods shall be disposed of by the Purchasing Officer in accordance with this Policy.
- (b) Surplus Goods shall be disposed of by any one of the following methods, ranked in order of preference as follows:
  - (i) Given to another operating department within the City administration or subsidiary company which has a use for the Surplus Goods;
  - (ii) Traded in as part of a replacement purchase;
  - (iii) Sold by a competitive public offering process or auction;
  - (iv) Offered or donated to other public or non-profit agencies; or
  - (v) Disposal of the Surplus Goods by transportation to the City's landfill site, recycling site or other appropriate disposal facility.

## 2.09 Persons with Disabilities

- (a) Department Staff shall consider and have regard to disability accessibility issues as they may reasonably pertain to Acquisitions. Without limiting the generality of the foregoing, Department Staff shall comply with the requirements of the Integrated Accessibility Standards (O. Reg. 191/11), the City's Municipal Accessibility Plan, and the City of Brantford's Facility Accessibility Design Standards ("FADS"). All new and renovated City owned facilities shall be designed to meet or exceed the City of Brantford's FADS and comply with legislation concerning people with disabilities.
- (b) Acquisition Contracts shall include the following elements:
  - (i) that the Vendor shall comply with the Integrated Accessibility Standards (O. Reg. 191/11) and their relation to the Human Rights Code;
  - (ii) that the Vendor shall ensure that its employees are trained on providing accessible customer Services. Any training or training resources must conform to the legislated requirements under the Act; and
  - (iii) that the Vendor shall maintain records of the training, including dates when training was provided, the number of employees who received training and individual training records. Where requested by the City, the person, business or organization shall provide written proof, as well as any documentation regarding training policies, practices and procedures, to the City.

## 2.10 In-House Bids

Unless specifically approved by Council, City staff (or collection thereof, including unions) and Boards are prohibited from providing Submissions. Any such Submission shall be deemed to not be Responsive.

For purposes of clarity, nothing in this section prohibits the City's ability to use internal forces or forces of Boards when a Solicitation has not been issued or is no longer in effect.

## 2.11 Review of this Policy

This Policy shall be reviewed and revised on a periodic basis. It is anticipated that the reviews will be conducted every five years or more frequently, as required.

## 2.12 Environmental Procurement

Department Staff shall consider whether it is feasible to incorporate environmental considerations into Solicitations.

## 2.13 Financing Leases

In addition to the requirements of this Policy, the Acquisitions through financing leases shall be performed in accordance with the requirements of Finance Policy No. 006.

## 2.14 Unsolicited Proposals

- (a) Unsolicited Proposals received by the City shall be reviewed by the Purchasing Officer and the applicable General Manager to determine if the proposal warrants consideration.
- (b) Any Unsolicited Proposal shall not be considered if:
  - (i) It resembles a current or upcoming competitive Procurement process that has or will be requested;
  - (ii) It requires substantial assistance from the City to complete the proposal;
  - (iii) The Goods and Services are readily available from other sources; or
  - (iv) It is not deemed by the General Manager to be of sufficient value to the City.
- (c) Any Unsolicited Proposal warranting execution shall be either Procured through a Solicitation as per Schedule 1 or require Council approval to Award as a Sole Source.

- (d) Where a Solicitation is undertaken as a result of an Unsolicited Proposal, the Vendor who submitted the Unsolicited Proposal shall not be precluded from participating in the Procurement process.

## 2.15 Mandatory Consultation

Solicitations involving:

- (a) project management for municipal building assets, municipal accessibility plan initiatives, and security initiatives may only be issued if there has been prior consultation with the Facilities Management & Security Department; and
- (b) information technology and office automation Acquisitions or communications Services may only be issued if there has been prior consultation with the Information Technology Services Department.

## 2.16 Dispute Resolution

In the event any Vendor involved in a Procurement process with the City presents a dispute in regards to that process, the following dispute resolution process shall be followed:

- (a) The Vendor identifying the dispute shall be required to state the nature of the dispute in writing, giving full details and history of the events leading to the dispute claim, addressed to the Purchasing Officer.
- (b) The Award of any contract shall not be rescinded nor the progress of any project be delayed by a request for dispute resolution unless recommended by the applicable General Manager involved in the Procurement of the Good or Service and the Purchasing Officer.
- (c) Upon receiving the dispute claim, a bid debriefing will take place with the Purchasing Officer, the purchasing staff member assigned to that Procurement file and any City staff member involved in the Procurement process and up to 2 representatives of the Vendor. The Purchasing Officer shall convene the meeting between the parties within fourteen (14) days of the receipt of the dispute claim or as reasonable thereafter in the opinion of the Purchasing Officer. The debriefing session will be structured so as to provide assistance to the Vendor to both understand the Procurement process that occurred and to assist them in improving their future bids to the City.
- (d) Should the debriefing session fail to satisfy the Vendor, the Vendor may request a further meeting with the applicable General Manager of the Operating Department Staff and the Purchasing Officer. This request must be addressed to the Purchasing Officer and received in writing within

fourteen (14) days of the meeting described in section (c). The Purchasing Officer shall convene the meeting between the parties.

- (e) In the event that a Vendor remains dissatisfied and wishes to advance the dispute claim, the Purchasing Officer shall advise the Vendor that the matter is being referred to the City Solicitor. The dispute claim shall then be handled by the City Solicitor or their designate.



**CHAPTER 3**  
**METHODS THROUGH WHICH GOODS AND SERVICES MAY BE**  
**ACQUIRED**

3.01 Purchasing Thresholds and Delegated Signing Authority

- (a) Subject to (i) the exemptions identified in section 4.02 and Schedule 1; and (ii) contracts to be Awarded by Council pursuant to section 7.01; all Acquisitions shall be in accordance with the methods set forth in Schedule 1, and not otherwise.
- (b) Delegated authority to Award and sign agreements is hereby granted to the persons set out in Schedule 1, subject to the following:
  - (i) The value of the agreement is either:
    - A. Based on an annual amount, in the case of an operational Acquisition;
    - B. Based on a project amount, in the case of a capital Acquisition; or
    - C. Meets the requirements for a multi-year agreement, as set out in section (c);
  - (ii) Acquisitions have either received an allocation of funding through Council adoption of an Estimates Committee report of other approved decision of Council prior to expenditure (which may include, but is not limited, to pre-approvals or the approved budget);
  - (iii) Sufficient funds are available in an appropriate account(s), in consideration of the approved funding source, after accounting for all other obligations (Contractual, statutory or otherwise) being funded from such account; AND
  - (iv) Meets all conditions of Council approval.
- (c) Where the Goods and Services are routinely Acquired or leased on a multi-year basis, the exercise of delegated signing authority to Award a contract is subject to:
  - (i) The requirement that the Goods and Services will continue to exist in subsequent years and, in the opinion of the City Treasurer, the required funding can reasonably be expected to be made available; AND
  - (ii) The Agreement contains a provision that the supply of Goods and Services in subsequent years is subject to Council approval of the department's estimates which meets or exceeds the Estimated Value.

### 3.02 Interpretation

The permitted methods of Acquisition defined in Schedule 1 are minimum standards. Although Schedule 1 indicates that the allowed methods of Acquisition shall become progressively more formal as the Estimated Value increases, Department Staff may choose to use more formal methods of Acquisition than are specified as minimum standards in Schedule 1.

### 3.03 Procedures

- (a) The Purchasing Officer may make written procedures from time to time consistent with the requirements of this Policy to reflect best purchasing and Acquisition practices. Without limiting the generality of the foregoing, such procedures may include rules for issuance of Solicitations, receipt of Submissions, the creation and drafting of specifications for Solicitations, advertising, deposit requirements, prequalification processes, breaking ties between identical Submissions, calculating the Estimated Value of Goods and Services, minimum standards for performance security, and the opening procedures for Solicitations.
- (b) Where the Purchasing Officer has developed procedures in accordance with (a) above, Department Staff shall follow such procedures.

### 3.04 Special Provisions for Emergencies

Notwithstanding anything contained in this Policy, in the case of an Emergency, the following rules shall apply:

- (a) When an Emergency occurs, the provisions of Schedule 1 shall be read in conjunction with this section and section 4.02(d).
- (b) Notwithstanding that Schedule 1 may, in certain circumstances, require Council approval it shall not be necessary to obtain Council approval where the Acquisition is required to address an Emergency.
- (c) Except for adjustments pursuant to (a) and section 4.02(d), all other terms and requirements of this Policy shall continue to apply to Emergency Acquisitions.
- (d) Whenever: (i) the provisions of this section and section 4.02(d) are applied; and (ii) the aggregate costs for a single Vendor are in excess of \$50,000, the Emergency Procurement shall be reported to Council by the applicable General Manager as soon as practicable thereafter detailing the circumstances of the Emergency, the details of the Emergency Acquisition, and all other pertinent details.

### 3.05 Request for Supplier Qualifications (RFSQ) Process

- (a) The purpose of a Request for Supplier Qualifications (prequalification) is to ensure that each Vendor bidding to perform work for the City can demonstrate its ability to provide the necessary expertise and resources to satisfactorily complete the work required.
- (b) In generating specifications for any prequalification process, the Purchasing Officer shall ensure that any Request for Supplier Qualification:
  - (i) includes only reasonable requirements;
  - (ii) does not include any unnecessary condition or restriction which would prevent an appropriate level of competition in the Solicitation; and
  - (iii) does not disallow the participation of Vendors who have demonstrated they are capable of performing the work.
- (c) Only prequalified Vendors shall be invited to respond to a subsequent Request for Quotations, Request for Tenders, or Request for Proposals.
- (d) A RFSQ may be used to form a Vendor of Record (VOR) list for a defined period of time where future projects are unknown.
- (e) Nothing in (b) above shall prohibit the inclusion within any Request for Supplier Qualifications of a requirement which only permits a fixed number of candidates to advance to the next phase of a Solicitation process if the Purchasing Officer concludes that such a requirement is necessary and advisable in the circumstances. All RFSQ shall be issued through the Purchasing Division.

### 3.06 Consulting and Professional Services Roster

- (a) It may be determined by a General Manager and Purchasing Officer that it would be beneficial to develop a roster for consulting and professional Services. The roster shall define the type of Services included as part of the process, typically segmented by consulting discipline.
- (b) The Vendors demonstrating the Lowest Overall Cost shall be placed on the roster in accordance with the terms and conditions of the RFSQ. Once a roster is established, projects may be presented to firms on an invitational, rotational or “best fit” basis.
- (c) The applicable Director shall ensure that, during the term of a roster, there is a reasonably equitable distribution of work among Vendors on such roster (equitable being determined by the total dollar value of the projects Awarded, but excluding work or projects which were Awarded after a Request for Quotation was completed among the Vendors on the roster).

### 3.07 Division of Procurement to Avoid Compliance with Policy

No Acquisition shall be separated or divided into multiple Procurements where the purpose of such separation or division is to take advantage of the reduced formality in the Procurement requirements resulting from a lower estimated cost. Related Procurements shall be combined wherever possible with a view to obtaining the Lowest Overall Cost to the taxpayer.

### 3.08 Prohibited Classes of Vendor

(a) The City shall not knowingly Acquire Goods and Services from any of the following:

- (i) Elected Officials
- (ii) individual members of City Staff, acting in their personal capacity;
- (iii) Corporations or partnerships in which the individuals in (i) or (ii) hold a “controlling interest”. For purposes of the foregoing, “controlling” shall be interpreted and applied in the same manner that it is defined and applied in the *Income Tax Act* (Canada); or
- (iv) Vendors who violate section 3.11 or a Vendor who intends or declares intent to use a subcontractor or subconsultant who has violated section 3.11.

(b) In any Solicitation which occurs by way of a Request for Quotations, Request for Tender, Request for Proposal, or Request for Supplier Qualifications, information shall be solicited which shall permit the City to determine whether the prohibition in (a) will be contravened. The Purchasing Officer shall, unless he or she has actual notice to the contrary, be entitled to rely upon any certificate or affidavit so produced; and such reliance shall be satisfaction of the requirement in section 3.08(a).

(c) Acquisitions on behalf of Boards or subsidiaries of the municipality, the requirements of (a) above shall be deemed to include members or staff having an equivalent level of the local board or subsidiary as applicable.

(d) Nothing in (a) above shall prohibit the supply of the normal functions of the office or employment of municipal staff or members of Council to the City.

### 3.09 Involvement in the Procurement Process

Elected Officials, Appointed Members, and City employees shall not knowingly cause or permit any action or communication to any individual in a manner which is likely to cause, or be perceived to cause, any potential Vendor to have an unfair advantage or disadvantage in obtaining a contract for the supply of Goods and Services to the City. This also includes a contract with any other municipality, local board or public body involved in an Acquisition either jointly or in cooperation with the City.

### 3.10 Participation of Elected Official and/or Appointed Member in the Procurement Process

- (a) All Elected Officials and Appointed Members shall avoid any involvement in all Procurement processes to avoid any perceived or actual conflict of interest and reputational risk. An Elected Official or Appointed Member who receives inquiries from Vendors or potential subcontractors related to any specific Procurement shall immediately redirect those inquiries to the Purchasing Officer or the City Treasurer. This requirement does not apply to Council as a whole.
- (b) Should Council establish an ad hoc body (e.g. Task Force or Steering Committee) related to a significant Procurement project, the following conditions shall apply:
- (i) all members shall be appointed by Council; and
  - (ii) the mandate of said ad hoc body shall be approved by Council and shall include reference to the ability of the ad hoc body to provide input to the Purchasing Officer or the City Treasurer only prior to the issuance of Procurement documents; and
  - (iii) all input as referenced in clause (b)(ii) above shall occur at a duly constituted meeting of the ad hoc body; and
  - (iv) notwithstanding the generality of section 3.10(b), Elected Officials and Appointed Members shall not:
    - a. participate in any Procurement in an evaluation capacity; or function in a decision-making capacity with respect to any Award.
  - (v) the agenda for each ad hoc body shall comply with the requirements of Chapter 15 of the City of Brantford Municipal Code and shall include, as a standing item, Declaration of Conflicts of Interest; and
  - (vi) all Appointed Members shall comply with the same rules that are applicable to Elected Officials pursuant to the *Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50* in keeping with the following principles contained therein:
    - a. The importance of integrity, independence and accountability in local government decision-making.
    - b. The importance of certainty in reconciling the public duties and pecuniary interests of members.
    - c. Members are expected to perform their duties of office with integrity and impartiality in a manner that will bear the closest scrutiny.
    - d. There is a benefit to municipalities and local boards when members have a broad range of knowledge and continue to be active in their own communities, whether in business, in the practice of a profession, in community associations, and otherwise.

### 3.11 No Lobbying

Vendors must not engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of a Vendor. For purposes of this section 3.11, Vendor includes (potential or actual) subcontractors and subconsultants.

## CHAPTER 4 NON-COMPETITIVE PROCUREMENT

### 4.01 General Rule

Unless permitted by a specific exception within this Policy, all Acquisitions of Goods and Services made pursuant to this Policy shall include a competitive process.

### 4.02 Exceptions

Non-Competitive Acquisition processes may be used for the following Acquisitions:

Procurements under \$10,000, as set forth in Schedule 1;

- a) where there is a statutory or market based monopoly; or in circumstances where the Purchasing Officer has concluded that market conditions make it impractical to use competitive Procurement processes;
- b) where the Goods are covered by an exclusive right such as a patent, copyright or exclusive licence;
- c) when, in the opinion of the Purchasing Officer, it is important to Acquire compatible Goods and Services and compatible Goods and Services are only available from a particular Vendor;
- d) when the Acquisition is necessary to respond to an Emergency and there is insufficient time to use competitive Procurement processes;
- e) In any case where Council has granted specific approval for the use of Non-Competitive Acquisition processes;
- f) In any case where Council has approved a specific standard for Goods and Services, and the approval of the standard necessarily implies that Non-Competitive Acquisition processes will be used;
- g) In any case where elsewhere within this Policy the use of Non-Competitive Acquisition processes is expressly authorized;
- h) In any case involving the Acquisition of unique historical artifacts;
- i) In any case where the Goods and Services are being Acquired from one of the City's wholly owned subsidiaries or Boards;
- j) When no Responsive Submissions have been received and the Purchasing Officer has concluded that it would be impractical to issue a further competitive Solicitation; or

- k) To permit a temporary extension of no more than six (6 months) of an existing contract that is about to expire to permit the uninterrupted supply of Goods and Services while a new Solicitation is being prepared.
- l) In any case where a Non-Competitive Acquisition would be exceptionally advantageous to the City, as determined by the applicable General Manager and the Purchasing Officer, such as in the case of a bankruptcy or receivership.
- m) For additional deliveries by an original Vendor of Goods and Services that were not included in the original Procurement, but where a change cannot be made for economic or technical reasons without causing significant inconvenience or substantial duplication of costs for the City, as determined by the applicable General Manager and Purchasing Officer.
- n) where the current Vendor under contract has defaulted or demonstrated unsatisfactory performance and an alternate Vendor is required for the immediate supply of Goods and Services for the balance of the contract remaining or until such time that Purchasing can reasonably issue a competitive document to the market to secure a new Vendor under contract.

## **CHAPTER 5**

### **ACQUISITION OF CONSULTING SERVICES**

#### 5.01 Considerations in the Engagement of Consulting Services

While price is always an important consideration in any Procurement, when consultants are being engaged by the municipality, price is very often secondary to considerations of experience and qualifications in light of the requirements of the particular project or engagement for which the consultant is being retained.

#### 5.02 Use of Two Envelope Method

- (a) When Acquiring consulting Services and where an evaluation of experience and qualifications is required, the City shall employ the Two Envelope Method and shall only consider the financial envelope containing the prices of Vendors if the technical envelope has permitted the evaluation committee to determine that the Vendor has the necessary technical and qualitative requirements to perform the consulting engagement.
- (b) The evaluation committee shall be composed of the Purchasing Officer or designate and such other individuals as may be appointed thereto by the General Manager (or the CAO where applicable) responsible for the project. In addition to the other members of the committee appointed by the General Manager or CAO, the General Manager (or CAO, as the case may be) may also place himself or herself on the committee.
- (c) As an alternative to the Two Envelope Method, when acquiring consulting services, the Purchasing Officer may choose to engage in a preliminary Request for Supplier Qualifications process to select not less than three qualified Vendors who shall be invited to make a Submission. In circumstances where such a choice has been made to proceed through a preliminary Request for Supplier Qualifications process, an evaluation committee composed exactly as set forth in (a) and (b) above shall be established to determine the list of qualified Vendors who shall receive an invitation.
- (d) Solicitations for consulting Services shall include evaluation criteria consistent with section 1.01 of this Policy to be used in the selection process.



## **CHAPTER 6**

### **SELECTION OF SUCCESSFUL VENDORS**

#### **6.01 General Rule**

- (a) Except in the case of a Sole Source, an Acquisition with a dollar value (excluding taxes) under \$10,000, or otherwise expressly permitted under this Policy, an Award shall be made to the Vendor whose Submission contained the Lowest Overall Cost.
- (b) The rule in (a) shall be read with necessary modifications when a Solicitation includes a revenue component. In such circumstances, the Vendor who has made the Responsive Submission which has the best financial impact for the City shall receive the Award.
- (c) When possible, Solicitations should include specific reference to those components of the definition of Lowest Overall Cost which pertain to the competition and which will be used in the analysis of Submissions.
- (d) No legal obligation regarding the Procurement of any Good or Service is created until the City and the selected Vendor have entered into a written contract for the deliverables.

#### **6.02 Exceptions**

Notwithstanding section 6.01, an Award may be granted to a Vendor whose Submission did not contain the Lowest Overall Cost, in the following circumstances:

- (a) When there has been a documented failure of the Vendor to provide appropriate performance in past Procurements with the City; and the Purchasing Officer gave notice to the Vendor at the time of the non-performance that the Vendor's default or unsatisfactory performance would be taken into account in future competitions involving the Vendor;
- (b) When considering proposals submitted in response to a Request for Proposals;
- (c) When there are litigious circumstances as set forth in Section 6.04; and
- (d) In Solicitations for consulting Services as set forth in Chapter 5.

#### **6.03 In the Event of a Tie**

- (a) In the unlikely event that two or more identical bid Responsive Submissions are received in response to a Solicitation, the Purchasing Officer will offer an opportunity for Vendors to submit a revised Submission. Should a tie persist, the following factors will be considered:

- (i) Payment discount;
- (ii) When delivery is an important factor, the Vendor offering the best delivery date is given preference; and
- (iii) a Vendor with an overall satisfactory performance record shall be given preference over a Vendor with no previous experience with the City who shall be given preference over a Vendor known to have an unsatisfactory performance record with the City.

If the considerations above do not break the tie, the Purchasing Officer shall determine the successful Vendor by means of a coin toss in the presence of the Vendors that submitted the identical bid prices. The outcome of the tie breaking method is final.

#### 6.04 Litigation Exclusion Provision

- (a) The City, acting through the City Treasurer in consultation with the City Solicitor, may, in its absolute discretion, reject a Submission submitted by a Vendor if the City is engaged in legal action against the Vendor, or if the Vendor or any officer or director of the Vendor is engaged, either directly or indirectly through a corporation or personally, in a legal action against the City, its elected representatives, appointed officers, or employees, in relation to:
  - (i) any other related contract or Services; or
  - (ii) any matter arising from the City's exercise of its powers, duties, or functions.
- (b) In determining whether or not to reject a Submission under this clause, the City Treasurer and the City Solicitor will consider whether:
  - (i) the litigation is likely to adversely affect the Vendor's ability to work with the City, its consultants and representatives; or
  - (ii) the City's experience with the Vendor indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is Awarded to the Vendor; or
  - (iii) the Vendor has been convicted of a criminal act against the City or one of its local boards or corporations; or
  - (iv) the Vendor has failed to satisfy an outstanding debt to the City or one of its Boards or subsidiaries; or
  - (v) there are reasonable grounds to believe it would not be in the best interests of the City to enter into a contract with the Vendor.

- (c) The Purchasing Officer is to advise Council by way of a memorandum when the City Treasurer intends to exercise his or her discretion to reject a Submission in accordance with subsection (a).

**CHAPTER 7**  
**PROCUREMENTS WHICH MUST BE AWARDED BY COUNCIL**

7.01 Contracts Which Must Be Awarded by Council

Despite the contents of Schedule 1 or any other requirement of this Policy, the following contracts shall be Awarded by Council and not staff:

- (a) Contracts for the Acquisition of Goods and Services which have a term greater than 5 years and a day (including any rights of extension or renewal);
- (b) Contracts which have not received funding either through Council adoption of an Estimates Committee report or other decision of Council;
- (c) Non-Competitive Acquisitions \$100,000 or over; or
- (d) As directed by the Purchasing Officer.

## **CHAPTER 8** **UNFORSEEN AND CONTINGENT EVENTS**

### 8.01 Introduction

- (a) Acquisitions are sometimes complicated by the happening of events and circumstances which are either entirely unforeseen or are foreseen with greater or lesser degrees of probability.
- (b) The purpose of this Chapter is to make provision for the treatment of some of the more common examples of the foregoing. It is not intended to provide an exhaustive description of all possibilities.

### 8.02 Submissions Exceed Budget

In the event that all Responsive Submissions exceed the funds available for the completion of the project, the City may pursue the following options:

- (a) The City may add funds to those already allocated to the project so that there are sufficient funds to permit an Award;
- (b) All Submissions may be rejected and the City may cancel the Solicitation and abandon the Procurement;
- (c) All Submissions may be rejected and the City may engage in a further Solicitation, either with amendments; or without amendments and a reasonable delay in time from the preceding Solicitation. Before proceeding to engage in a further Solicitation which does not include any significant amendment from the preceding Solicitation, the Purchasing Officer shall consider whether any unfair advantage will be obtained by any person by so proceeding, and the Purchasing Officer shall consult with the City Solicitor with respect to same; or
- (d) If the Submission with the Lowest Overall Cost is within 20% of the available funds (excluding HST), the City may negotiate with the Vendor who's Submission contained the Lowest Overall Cost in an attempt to achieve the Acquisition at a price which fits within the available funds. The City may proceed to negotiate with the Vendor who submitted the Submission with the next Lowest Overall Cost in the event that negotiations are unsuccessful, and so on until the City is able to negotiate a price or the City chooses to abandon the process and reject all Submissions. For purposes of the foregoing, negotiation may include minor adjustments in the specifications of the Goods and Services to be Acquired, and the minor adjustment of other obligations of the parties.

### 8.03 Additional Costs Encountered During Completion of Contract or Project

- (a) Whenever any Acquisition has been authorized pursuant to this Policy, the responsible Operating Department Staff may authorize the disbursement of additional funds to complete the Acquisition where unexpected contingencies have arisen for which no or insufficient provision has been made, provided that:
  - (i) the additional funds are required in order to complete the work set out in the original contract;
  - (ii) there are sufficient funds in the applicable department budget to pay the additional funds; and
  - (iii) a contrary intention was not expressed in the original Council approval.
- (b) If the rules in (a) are insufficient to provide the additional funds required to complete the work set out in the original contract, a further approval shall be required in respect of the funds, obtained as follows:
  - (i) if the contract was originally approved by Council, the additional funds required to complete the work shall be requested from Council; or
  - (ii) if the contract was originally approved by Staff, and additional funds remain in the budget, such funds shall be requested from the applicable General Manager; or
  - (iii) if the contract was originally approved by Staff and additional funds are not available in the budget, the additional funds shall be requested from Council.

### 8.04 Application of Amounts Set Aside as a Contingency

- (a) Department Staff are encouraged to make reasonable provision for probable contingencies in the development of the Estimated Value, the specifications, and the contract documents for Acquisitions.
- (b) The expenditure of any related contingency or allowance shall be a normal part of the administration of the contract for all purposes of this Policy.
- (c) A contingency of up to 10% of the total contract amount may be added to the purchase order for a project contingency dependent on the availability of sufficient funds in the appropriate accounts as approved by City Council.

## **CHAPTER 9** **PUBLIC DISCLOSURE, TRANSPARENCY AND INTEGRITY**

### 9.01 General Rule

Citizens of the City and other interested members of the public are generally entitled to know the manner in which the municipality expends funds.

### 9.02 Application of Rule

All information in relation to Solicitations and prices paid for Goods and Services may be disclosed to the public in accordance with *Municipal Freedom of Information and Protection of Privacy Act*.

### 9.03 Integrity

Without limiting the application of the confidentiality provisions of the *Municipal Freedom of Information and Protection of Privacy Act* or the requirements of the Code of Conduct, no employee shall share confidential information with any potential Vendor which would cause that potential Vendor to gain an unfair advantage or to suffer any disadvantage in a competitive process for the supply of Goods and Services to the municipality.

### 9.04 Notice of Collection of Personal Information under this Policy

The *Municipal Freedom of Information and Protection of Privacy Act* makes public bodies accountable to the public and protects personal privacy. The privacy legislation stipulates a right of access to records held by public bodies and regulates how public bodies manage personal information. Personal Information, as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, is collected pursuant to sections 2, 4, 8, 9, 10 and 270 of the *Municipal Act, 2001*, and may be used for (i) execution of various functions of the City; (ii) administration of contracts or relationships between the City and its employees, suppliers, service providers, contractors, partners, and other; (iii) to contact bidders, suppliers, service providers, contractors, partners and others; (iv) City's insurance purposes (including defense of claims); (v) collation of group and meta data); (vi) assessment of the City's Purchasing and Procurement bylaws, policies, practices, and procedures; and (vii) as otherwise permitted by law. Questions about such collection should be directed to:

Purchasing Officer  
The Corporation of the City of Brantford  
100 Wellington Square, PO Box 818  
Brantford, Ontario N3T 5R7  
P: 519.759.4150  
Email: [purchasing@brantford.ca](mailto:purchasing@brantford.ca)

## **CHAPTER 10** **ERRORS IN SUBMISSIONS**

### 10.01 Recognition of Issue

The City recognizes that Submissions presented in response to Solicitations may, from time to time, contain errors, not all of which shall be fatal to the consideration of the Submission. The purpose of this Chapter is to define the consequences of certain common errors in Submissions.

### 10.02 Consequence of Errors in Non-Binding Acquisitions

In the event of an error or irregularity in a Non-Binding Acquisition, the Purchasing Officer will determine whether the error or irregularity may be corrected by the Vendor, after giving consideration to factors the Purchasing Officer deems appropriate, but which shall include: (a) fairness to other Vendors; (b) integrity of the process; (c) best practices; and (d) applicable law.

### 10.03 Consequences of Specific Varieties of Errors in Request for Tenders Submissions

Schedule 2 is a list of some errors or irregularities in the submission of a binding Solicitation to the municipality and the consequences associated with each such error or irregularity. Errors or irregularities which are capable of being corrected and have been corrected in accordance with Schedule 2 shall not prevent a Submission from being classified as “Responsive” for purposes of this Policy. Schedule 2 is not intended to provide an exhaustive description of all possibilities.



## **CHAPTER 11** **ENFORCEMENT**

### **11.01 Role of Purchasing Officer**

- (a) The Purchasing Officer shall monitor and direct compliance with this Policy.
- (b) The Purchasing Officer may report transgressions of this Policy directly to Council, the CAO, the City Treasurer, or such other management staff of the City who may seem appropriate to him or her in the circumstances.
- (c) It is the intention that in reporting transgressions pursuant to (b) above, the Purchasing Officer shall generally report to the next highest level in the management chain above the person who has committed the transgression, but the Purchasing Officer may report directly to a higher level if the consequences of the transgression appear especially significant to him or her.
- (d) If reporting transgressions to the CAO or to Council pursuant to the foregoing, the Purchasing Officer shall liaise with and seek direction from the City Solicitor prior to so doing.

### **11.02 Independence of Purchasing Officer**

- (a) In fulfilling his or her role in enforcing compliance with this Policy and subject to section 11.01(d) above, the Purchasing Officer shall be independent of management structure and any inappropriate administrative or political influences.
- (b) The Purchasing Officer shall otherwise be subject to usual management and administrative control and direction, including administrative control and direction regarding his or her administrative roles and responsibilities (such as the development of procedures) pursuant to this Policy.

### **11.03 Audit Rights**

The Purchasing Officer shall have the right to examine any document or file in the possession of any Department Staff or Operating Department Staff which pertains to an Acquisition which is subject to this Policy.

### **11.04 Training**

The Purchasing Officer shall conduct training as required to teach the requirements of this Policy.

### **11.05 Discipline**

Breaches of this Policy by employees may be subject to disciplinary action in accordance with principles and practices enforced by the Human Resources Department.

#### 11.06 Accountability

Staff is accountable for the decisions and actions which they take pursuant to this Policy and in the administration of contracts which have been Awarded pursuant to this Policy.

## CHAPTER 12 VENDOR PERFORMANCE

### 12.01 Vendor Performance Program

- (a) The purpose of the vendor performance program is to monitor the performance of City Vendors. It shall be a tool used by the City to hold Vendors accountable for their actions and their responsibilities under a contract with the City as well as a means to communicate to the Vendor both positive and negative demonstrated performance.
- (b) The goals of the vendor performance program are:
  - (i) to achieve best value for taxpayer dollars;
  - (ii) to measure, monitor, evaluate, and report on Vendor performance;
  - (iii) to create an atmosphere that fosters better communication and results in improved City-Vendor relationships;
  - (iv) to protect the City's interest and provide transparency on what the City's expectations are, what evaluation criteria will be used to assess Vendor performance and what the outcomes will be as a result;
  - (v) to create a mechanism to inform future contract Awards and prevent contracting with poor performers.

### 12.02 Scorecard

- (a) A Vendor performance scorecard ("Scorecard") shall be a tool to capture a Vendor's level of performance to the City.
- (b) A Scorecard shall be completed for all contracts with a value of or in excess of \$100,000.00 (not including HST). For any contracts valued less than \$100,000.00, a Scorecard may be completed upon request of the contract administrator or the Purchasing staff member.
- (c) A Scorecard shall be completed by the contract administrator of the client department involved in the Procurement. In completing the Scorecard, the contract administrator may contact other City staff, third party vendors and consultants for their comments. Once complete, the Scorecard shall be forwarded for further comment and consideration by the Purchasing staff member.
- (d) Once complete, the Scorecard shall be forwarded to the Vendor by the Purchasing staff member. If warranted, a meeting will be scheduled with the Vendor, the contract administrator and the Purchasing staff member to discuss

the Scorecard. If no meeting has been requested by the City, the Vendor has ten (10) Working Days to respond to the Purchasing staff member to request a meeting to discuss the Scorecard. Vendor Scorecards will be retained in the Vendor performance database. Unsatisfactory performance may be considered and result in a negative outcome for Vendors on future Solicitations. .

### 12.03 Poor Performance

- (a) When, in the opinion of the Purchasing Officer, a significant poor Vendor performance or professional conduct issues has occurred during the course of any contract (regardless of the dollar value), whether or not recorded on a Scorecard, the City may proceed with a “Vendor Performance Infraction” or any other action deemed appropriate.
- (b) A Vendor Performance Infraction involves a three stage approach to allow the City to work with the Vendor to resolve poor performance issues. The three stages include:
  - Stage 1: Communication of City dissatisfaction
  - Stage 2: Formal Notice; and
  - Stage 3: Notice of Consequences.
- (c) Stage 1 may be formal or informal discussions, meetings, or correspondence between the Vendor and the Department Staff contract administrator. Stage 1 may also include the involvement of City staff from the Purchasing Department. It may or may not expressly identify as being part of a Vendor Performance Infraction. The purpose is to attempt to communicate to Vendor, some or all of the following:
  - (i) the nature of the poor performance;
  - (ii) the impact the poor performance has on the City’s operation or project;
  - (iii) the actions or corrective actions expected of the Vendor, and related timeframes; and
  - (iv) the consequences, or potential consequences, if the Vendor fails to take the requisite action, or otherwise continues in their poor performance.
- (d) Stage 2 is a formal written notice, to be issued by either the Purchasing Officer or the City Solicitor. It will formally notify the Vendor of:
  - (i) the nature of the poor performance, with reference to the agreement;
  - (ii) the steps necessary to remedy the issue or to otherwise move towards rectification, including a timeline; and
  - (iii) the consequences, or potential consequences, if the Vendor fails to take the requisite action, or otherwise continues in their poor performance.

- (e) Stage 2 (Formal Notice) may be issued, at the discretion of the Purchasing Officer or City Solicitor, as the case may be, more than one time. Examples may include:
- (i) a Vendor has responded to an initial Stage 2 notice and made progress towards full remedial action. A second formal notice may be issued to document the progress, the next steps, and a timeline;
  - (ii) a Vendor has raised substantive issues which affect the contents of the prior formal notice;
  - (iii) it is considered appropriate to grant a final opportunity for the Vendor to rectify or otherwise remedy the identified issues; or
  - (iv) a Vendor complied with a formal notice, but again falls into poor performance later in the performance of the contract.
- (f) In the event that the Vendor does not comply with the Formal Notice (Stage 2), the City may proceed to Stage 3. Stage 3 shall be issued by either the Purchasing Officer or the City Solicitor and provide written notice of the implications of the continued poor performance, which may include:
- (i) termination of the contract;
  - (ii) exclusion of the Vendor from participating in future Solicitations, for a specific time period (“Exclusion”);
  - (iii) a demand for damages;
  - (iv) claiming under applicable bonds or sureties;
  - (v) remedies expressly contained in the contract; and
  - (vi) other remedies available at law.
- (g) Stage 3 will be completed in consultation with the Purchasing Officer, the City Solicitor, and the General Manager of the operating department. The Purchasing Officer will provide notice of the contents of Notice of Consequences to the Finance Department (if applicable), and to other City staff with contracts with the Vendor.

#### 12.04 Administrative Appeal of Exclusion

- (a) If a Vendor Performance Infraction proceeds to Stage 3, resulting in an Exclusion, the Vendor may, within 15 Working Days of notice of the Exclusion, appeal the Exclusion by submitting to the Purchasing Officer a written appeal, giving full details and explanation as to the history of the events, and identifying why the Vendor believe the exclusion should not be applied.
- (b) Within 15 Working Days of receiving an appeal to the Exclusion, the Purchasing Officer will schedule a meeting with: (i) the applicable General Manager; (ii) the Purchasing Officer; (iii) the Purchasing staff member assigned to that Procurement file; a City staff member with knowledge of the Procurement and

the Vendor's poor performance; (iv) such other City staff deemed appropriate by the Purchasing Officer; (v) the Vendor (or in the case of a corporation, the Vendor's President); and (vi) one additional representative of the Vendor. The Vendor will be given an opportunity to explain and defend the Vendor's performance and request that the Exclusion be reconsidered.

- (c) If the Vendor is not satisfied by the results of the appeal of the Exclusion, the Vendor may elect to contact the City Solicitor.

## SCHEDULE 1

### PURCHASING THRESHOLDS AND DELEGATED SIGNING AUTHORITY

Dollar Value (excluding taxes)	Procurement Process	Who administers the acquisition process?	Delegated Signing Authority
<b>Under \$10,000</b>	<ul style="list-style-type: none"> <li>• May use any acquisition process.</li> <li>• Non-Competitive Acquisition is permitted.</li> </ul>	<p style="text-align: center;"><b>Department Staff</b></p> <ul style="list-style-type: none"> <li>• Purchasing Division Staff may assist if required.</li> </ul>	<ul style="list-style-type: none"> <li>• Staff member of applicable department with applicable delegated signing authority.</li> <li>• Payment via p-card, where accepted.</li> <li>• Value of contract meets budget.</li> </ul>
<b>\$10,000 - \$50,000</b>	<ul style="list-style-type: none"> <li>• Must obtain at least three written quotations unless there are insufficient Vendors.</li> <li>• Low value quote form must be completed by Department Staff.</li> <li>• Award must be to Lowest Responsive Submission.</li> <li>• The following are not permitted:                             <ul style="list-style-type: none"> <li>• Multi-year agreements;</li> <li>• Options to Buy; or</li> <li>• Options to Renew</li> </ul> </li> </ul>	<p style="text-align: center;"><b>Department Staff</b></p> <ul style="list-style-type: none"> <li>• Purchasing Division Staff may assist as required.</li> </ul>	<ul style="list-style-type: none"> <li>• Form of agreement shall be a purchase order unless directed otherwise by the Purchasing Officer.</li> <li>• Staff member of applicable department with applicable delegated signing authority authorizes Purchasing to issue a purchase order.</li> <li>• Value of contract meets budget.</li> </ul>
<b>\$50,001 - \$249,999</b>	<ul style="list-style-type: none"> <li>• Public advertising is required.</li> <li>• Unless a Non-Competitive Acquisition is permitted by this Policy, the Procurement Methods available are:                             <ul style="list-style-type: none"> <li>- Request for Tenders (RFT)</li> <li>- Request for Quotations (RFQ)</li> <li>- Request for Proposals (RFP)</li> <li>- Request for Supplier Qualifications (RFSQ)</li> <li>- Co-op, GPO, professional services roster or vendor of record</li> <li>- As other determined by the Purchasing Officer</li> </ul> </li> <li>• In the case of professional services from a roster with a value of \$100,000 - \$249,999 a Request for Quotations is required.</li> </ul>	<p style="text-align: center;"><b>Purchasing Division Staff</b></p>	<ul style="list-style-type: none"> <li>• Staff member of applicable department with applicable delegated signing authority, <b>plus</b> the Purchasing Officer.</li> <li>• Form of agreement to be determined by Purchasing Officer.</li> <li>• Value of contract meets budget.</li> </ul>

Dollar Value (excluding taxes)	Procurement Process	Who administers the acquisition process?	Delegated Signing Authority
<b>\$250,000 or greater</b>	<ul style="list-style-type: none"> <li>• Public advertising is required.</li> <li>• Unless a Non-Competitive Acquisition is permitted by this Policy, the Procurement Methods available are:               <ul style="list-style-type: none"> <li>- Request for Tenders (RFT)</li> <li>- Request for Quotations (RFQ)</li> <li>- Request for Proposals (RFP)</li> <li>- Request for Supplier Qualifications (RFSQ)</li> <li>- Co-op, GPO, or Vendor of Record</li> <li>- As otherwise determined by the Purchasing Officer</li> </ul> </li> </ul>	<b>Purchasing Division Staff</b>	<ul style="list-style-type: none"> <li>• CAO, City Treasurer, or applicable General Manager with applicable delegated signing authority, <b>plus</b> the Purchasing Officer.</li> <li>• Form of agreement shall be formal contract unless directed otherwise by the Purchasing Officer.</li> <li>• Value of contract meets budget.</li> </ul>
<b>Non-Competitive Acquisitions <u>under</u> \$100,000</b>	Approval of Non-Competitive Acquisition form by applicable General Manager and Purchasing Officer	<b>Department Staff</b> <ul style="list-style-type: none"> <li>• Purchasing Division Staff may assist as required.</li> </ul>	<ul style="list-style-type: none"> <li>• Staff member of applicable department with applicable delegated signing authority <b>plus</b> the Purchasing Officer.</li> <li>• Form of agreement to be determined by the Purchasing Officer.</li> <li>• Value of contract meets budget.</li> </ul>
<b>Non-Competitive Acquisitions \$100,000 and <u>over</u></b>	Council approval required.	<b>Department Staff</b> <ul style="list-style-type: none"> <li>• Purchasing Division Staff may assist as required.</li> </ul>	<ul style="list-style-type: none"> <li>• Mayor <b>plus</b> City Clerk or as set out in the Council approval.</li> <li>• Form of agreement to be determined by the Purchasing Officer.</li> <li>• Value of contract meets budget.</li> </ul>
<b>Renewal:</b> renewal agreement for continued provisions of Goods and Services	<ul style="list-style-type: none"> <li>• Must be triggering a right to renew in an existing agreement.</li> <li>• On such terms and means as determined by the Purchasing Officer in consideration of the terms of the original agreement.</li> </ul>	<b>Department Staff</b> <ul style="list-style-type: none"> <li>• Purchasing Division Staff may assist as required.</li> </ul>	<ul style="list-style-type: none"> <li>• Staff member of the applicable department with applicable delegated signing authority, <b>plus</b> the Purchasing Officer.</li> <li>• Form of agreement to be determined by the Purchasing Officer.</li> <li>• Value of contract meets budget.</li> </ul>



Dollar Value (excluding taxes)	Procurement Process	Who administers the acquisition process?	Delegated Signing Authority
<b>Extension:</b> extension of an agreement for Goods and Services	Council approval required. Only one extension permitted unless otherwise authorized by Council.	<b>Department Staff</b> • Purchasing Division Staff may assist as required.	<ul style="list-style-type: none"> <li>• Mayor <b>plus</b> City Clerk or as set out in the Council approval.</li> <li>• Form of agreement to be determined by the Purchasing Officer.</li> <li>• Value of contract meets budget.</li> </ul>
<b>Amendment:</b> any agreement to change the terms of the original agreement that is not an Option to Buy, renewal or extension agreement and not through a change order process as permitted in the original agreement	As determined by the Purchasing Officer in consideration of the terms of the original agreement, and will not result in a budget variance.	<b>Department Staff</b> • Purchasing Division Staff may assist as required.	<ul style="list-style-type: none"> <li>• Staff member of the applicable department with applicable delegated signing authority <b>plus</b> the Purchasing Officer.</li> <li>• Form of agreement to be determined by the Purchasing Officer.</li> <li>• Value of contract meets budget</li> </ul>
<b>Change Order:</b> any agreement change to the terms of the original agreement such as change in scope, timeline or price, and which is through the change order process permitted in the original agreement	In accordance with the original agreement and will not result in a budget variance.	<b>Department Staff</b>	<ul style="list-style-type: none"> <li>• Staff member of the applicable department with applicable delegated signing authority.</li> <li>• In accordance with section 8.03 and 8.04.</li> <li>• Value of contract meets budget.</li> </ul>
<b>Disposal of Surplus Goods</b>	In accordance with section 2.08.	<b>Purchasing Staff in consultation with Department Staff</b>	<ul style="list-style-type: none"> <li>• Applicable Director, General Manager, CAO or the Purchasing Officer.</li> <li>• Form of agreement to be determined by Legal, if applicable.</li> </ul>
<b>Option to Buy</b>	In accordance with the terms of the original agreement.	<b>Purchasing Staff in consultation with Department Staff</b>	<ul style="list-style-type: none"> <li>• Staff member of the applicable department with applicable delegated signing authority.</li> <li>• Form of agreement to be determined by the Purchasing Officer</li> <li>• Value of contract meets budget.</li> </ul>

## SCHEDULE 2

### ERRORS AND IRREGULARITIES IN REQUEST FOR TENDERS AND CONSEQUENCES OF EACH ERROR OR IRREGULARITY

ERROR OR IRREGULARITY	CONSEQUENCE
Late submission.	Automatic rejection.
Bid not submitted through Electronic Bidding System.	Automatic rejection.
Bid Form not signed.	Automatic rejection.
Failure to provide bid security when required by Solicitation.	Automatic rejection.
Bid security, when required by Solicitation is either unenforceable, or is not fully enforceable on its face.	Automatic rejection.
Bid security, when required by Solicitation, is not in required amount or format.	Automatic rejection.
The City is unable to verify the E-bond bid security, where bid security is required by Solicitation.	Upon request by the City, the Vendor shall, within 2 business days, remedy the verification to the City's satisfaction or submit the original bid security. Failure to comply shall result in rejection.
Addendum, if issued, not acknowledged.	Automatic rejection.
Failure to attend mandatory site meeting, if applicable, at the time specified in the Solicitation or failure to sign in as required in the Solicitation.	Automatic rejection.
Submission contains something which requires clarification, as determined in the sole discretion of the Purchasing Officer, AND where Purchasing Officer determines, in their sole discretion, that such clarification will not result in an unfair advantage to other Vendors who participated in the Solicitation	Upon request by the City, the Vendor shall, within 2 business days, provide the requested clarification to the satisfaction of the City. Failure to comply shall result in rejection.
Incorrect or unclear math calculation	Upon request by the City, the Vendor shall, within 2 business days, confirm the mathematical calculation. Failure to comply shall result in rejection.

## **SCHEDULE 3**

### **EXEMPTIONS**

Operating Department Staff shall not be required to comply with this Policy for the following Acquisitions:

1. Transaction-specific exceptions approved by Council

Transaction-specific exceptions approved by Council from time to time through resolution, it being the intention that any new exceptions of general or continuing application will be approved by By-law as additions to this Schedule.

2. Training and Education

- (a) Conferences, conventions, workshops, courses and seminars
- (b) Magazines, subscriptions, books and periodicals
- (c) Memberships
- (d) Staff development

3. Refundable Employee Expenses

- (a) Advances
- (b) Meal Allowances
- (c) Travel and Entertainment

4. Employer's General Expenses

- (a) Reimbursed Employee expenses
- (b) Payroll and honoraria remittances
- (c) Medical exams
- (d) Government licence fees
- (e) Grants and levies payable to outside agencies
- (f) Grants pursuant to community improvement plans and other similar initiatives
- (g) Damage and insurance deductible claims
- (h) Petty cash replenishment
- (i) Tax remittances
- (j) Refunds/overpayments of taxes/fees
- (k) Payments pursuant to agreements approved by Council
- (l) Realty taxes
- (m) Payment for employment
- (n) Bank charges and Services payable to the Council-approved banker

- (o) Commodity Price Hedging Agreements if done in accordance with the City policy affecting such agreements
  - (p) Debenture Payments
  - (q) Investments which were completed pursuant to the approved investment and Financial Policies of the City
  - (r) Temporary staffing agencies and Services
  - (s) Maintenance fees for software and computer hardware for information systems previously Acquired or Acquired through a bid Solicitation
  - (t) Goods for the purpose of retail sales (re-sale) by the City (not including items that bear the City of Brantford logo or insignia). This exemption does not include food and beverage items
5. Professional and Special Services
- (a) Special tax, accounting and audit Services and advice from Council-approved auditor
  - (b) Legal and ancillary Services
  - (c) Witness fees
  - (d) Council honoraria
  - (e) Real estate appraisals
  - (f) Arbitration fees
  - (g) Counseling fees
  - (h) Advertising
  - (i) Entertainers for theatre or special events
  - (j) Medical fees
6. Utilities
- (a) Water & Sewage
  - (b) Natural Gas
  - (c) Electricity
  - (d) Services and Inspection of the Technical Safety Standards Association (TSSA)
  - (e) Postage
  - (f) Cable or Television charges
  - (g) Utility relocation
  - (h) Telephone (basic Services), Cellular and Wireless Devices
7. Real Property Interests
- (a) All real estate transactions
8. Election materials and equipment including any ancillary Services.
9. Acquisitions resulting in agreements where all the following are met:

- (a) the agreement is managed by Operating Department Staff from the Health & Human Services Commission;
- (b) the term of the agreement does not exceed the lesser of:
  - (i) five years; or
  - (ii) the term of guaranteed funding pursuant to a government grant or government program;
- (c) the agreement is within budgetary limits;
- (d) the agreement is reasonably required to fulfill City obligations pursuant to a government program, for which provincial or federal funding is being provided;
- (e) the agreement is with a not-for-profit organization or entity; and
- (f) the Acquisition meets one of the following requirements:
  - (i) the Acquisition is within an existing program and will result in an agreement that does not have substantial substantive changes from previous agreements, where a determination of substantial substantive changes is made by the General Manager of Health & Human Services, in consultation with the Purchasing Officer; or
  - (ii) the Acquisitions is arising pursuant to the terms of a government grant and the value of the contract is being fully funded by the terms of the grant;