

The Corporation of the Town of Grand Valley

By-law 2022-14

Procurement By-law

A By-law to establish policies for the Procurement of Goods and Services.

WHEREAS pursuant to section 5 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a Town are to be exercised by its Council by-law;

AND WHEREAS Council wishes to establish policies and delegate authority for the Town's procurement operations;

NOW THEREFORE the Council of the Corporation of the Town of Grand Valley enacts as follows:

1. Interpretation

Words and phrases used in this By-law and related procedures have the following meanings, unless expressly stated otherwise:

"Approval Authority" means the position at the Town that is authorized to approve expenditures, procurement strategies, procurement documents or contract awards.

"Bid" means a proposal, tender or other form of Supplier submission in response to a RFx.

"Bidder" means a Supplier that submits a Bid.

"Buying Group" means a cooperative arrangement in which individual members administer the procurement function for specific Goods or Services for the group and includes a buying group entity where the entity administers procurement for its members and provincial/territorial and federal governments when establishing standing arrangements open to municipalities.

"Contract" means a written agreement between the Town and a Contractor for the procurement of Goods or Services by any contractual means, including purchase, lease, and rental, with or without an option to buy. For greater certainty, Contract includes a formally executed agreement, a PO, or other form of documented confirmation of the terms and conditions governing the contractual commitment.

"Contract Value" means the total estimated expenditures under a Contract over the entire period of the Contract, including options and extension periods, exclusive of taxes.

“Contractor” means a Supplier that is a party to a Contract for the supply of Goods or Services to the Town.

“Council” means the Council of the Town of Grand Valley.

“Department Head” means the head of a department operating within the Town.

“Goods” means moveable property and includes supplies, equipment, materials, products, software, furniture, structures, and fixtures to be delivered, installed, or constructed.

“Invitational Competitive Process” means a competitive process where the Town invites selected Suppliers to submit a Bid without public advertisement.

“Non-Competitive Procurement” means the procurement of a Good or Service directly from a Supplier without a competitive process.

“Prequalification Process” means a publicly advertised opportunity for Suppliers to prequalify for participation in one or more procurement process(es).

“Prequalified Supplier List” means a list of Suppliers that have satisfied the requirements of a Prequalification Process and are prequalified to participate in future procurements covered by the list.

“Procurement Card” means a credit card or purchasing card for staff to use in the procurement of low dollar value Goods and Services for the Town.

“Procurement Strategy” means the planned approach to a procurement, including the procurement method, procurement vehicle and type of Contract.

“Public Competitive Process” means a competitive process where the Town publicly advertises an invitation to Suppliers to submit a Bid on the Town’s designated tendering website.

“Purchase Order” or **“PO”** means a purchase order document issued by the Town that confirms the Town’s commitment to procure specified Goods or Services from a Contractor.

“RFx” means a document inviting Suppliers to submit Bids in connection with the potential purchase of Goods or Services by the Town and, for purposes of this By-law, excludes requests for information.

“Services” means all services, including construction services, unless otherwise specified.

“Standing Arrangement” means an arrangement with a Supplier or Suppliers under which the Town may purchase Goods or Services from the Supplier(s) over a period of time specified in the arrangement based on pre-established terms, including pricing and delivery requirements.

“Supplier” means a person or group of persons that provides or could provide goods or services.

“Town” means the Corporation of the Town of Grand Valley.

2. Application

This By-law applies to procurement of Goods and Services by the Town, except for the exclusions set out in Schedule A.

3. Goals

The goals of this By-law are to:

- (a) promote openness, honesty, fairness, integrity, accountability, and transparency in the Town’s procurement activities;
- (b) encourage competition in the procurement process;
- (c) prevent conflicts of interest – real, apparent, and potential – between Suppliers and elected officials and staff;
- (d) ensure that goods and services are acquired at the best value for money;
- (e) require that Suppliers are treated equitably, consistently, and without discrimination throughout the procurement process;
- (f) clearly identify the roles, responsibilities, and accountability of individuals involved in the procurement process; and
- (g) reflect the Town’s legal and trade agreement obligations.

4. Responsibilities

4.1. Council’s Role

Council’s role in procurement is to establish the policies set out in this By-law, approve expenditures through the budget process, consider modifications to the budget, as

necessary, and oversee the Town's procurement and contracting activities through the regular receipt of information reports.

Council has the ultimate authority for this By-law and may approve exceptions and amendments to this By-law.

4.2. General Responsibilities

All Town staff and any other person authorized to purchase Goods and Services on behalf of the Town must comply with this By-law and related procedures.

4.3. CAO Responsibilities and Authority

The CAO is accountable for the proper administration of and compliance with this By-law. The CAO may exercise the authority delegated to any other Approval Authority, or override the decisions made by other Approval Authorities, if necessary.

4.4. Treasurer Responsibilities and Authority

The Treasurer is responsible for the development of procedures consistent with this By-law and shall assist Department Heads, as appropriate, in the interpretation of this By-law and related procedures. The Treasurer is authorized to develop, implement, update, and amend the procedures, as necessary.

4.5. Department Head Responsibilities and Authority

Subject to the requirements of this By-law, Department Heads are authorized to procure Goods and Services on behalf of the Town.

Department Heads shall be accountable for and oversee all procurement and contracting activities within their department and ensure compliance with this By-law and related procedures.

5. Prohibitions and Ethical Conduct

5.1. Prohibitions

In carrying out procurement and contracting activities, staff and other persons undertaking procurements on behalf of the Town must not:

- (a) divide purchases to avoid the requirements of the By-law;
- (b) purchase any Goods or Services for personal use by or on behalf of any member of Council, employees of the Town and their immediate families;

- (c) bid on Town competitive processes, act as a Contractor to the Town, or otherwise have a direct or indirect pecuniary or other interest in any Contract; or
- (d) provide information or assistance to a Supplier that gives that Supplier an unfair advantage over other Suppliers in a competitive process.

5.2. Employees and other Representatives of the Town

Anyone involved in procuring Goods or Services for the Town must declare any direct or indirect pecuniary or personal interest in a procurement or potential Contract to their Department Head or the CAO. Where it is determined that a conflict of interest exists and the conflict cannot be managed, such person shall be excluded from involvement with the procurement.

Each person involved in any aspect of procurement and contracting on behalf of the Town must:

- (a) avoid actual or apparent conflicts of interest in carrying out their duties;
- (b) maintain and practice, to the highest degree possible, business ethics, professional courtesy, and competence in all transactions;
- (c) undertake all purchasing activities without positive or negative bias;
- (d) strive to obtain the maximum value for each dollar of expenditure;
- (e) reject offer of favours, gifts, gratuities, loans regardless of the value; and
- (f) protect confidential Supplier information that is submitted in connection with a procurement process or Contract.

5.3. Council Members

To preserve the integrity of the procurement process, members of Council must:

- (a) remain at arm's length from staff and Suppliers in the procurement process; and
- (b) refrain from either intervening or interfering in the procurement process, the evaluation of Bids, selection of Suppliers, or staff recommendations.

5.4. Suppliers

No Supplier or potential Supplier shall offer gifts, favours, inducements of any kind to Town staff or Council members, or otherwise attempt to influence or interfere with staff and Council members' duties and responsibilities concerning the procurement or management of the procurement process.

Suppliers and their representatives are prohibited from lobbying any member of Council, staff and consultants during the period commencing at the time of issuing a RFX and ending at the time of the award of the Contract.

A violation of the above prohibitions may result in the Supplier being declared ineligible to participate in any ongoing or future Town procurements.

6. Expenditure Authorization

The CAO and each Department Head is delegated the authority to expend Town funds through Council's approval of budgets or by specific Council resolutions. Regardless of any such approval, all authorized expenditures must be made in accordance with the requirements of this By-law, which may include the requirement for additional approvals.

No staff or other person is authorized to expend any funds for the purchase of Goods or Services until the applicable budget or specific expenditure is approved by Council, except for:

- (a) an Emergency, in which case the Department Head must report such purchase to Council as soon as possible; or
- (b) payment of invoices in connection with Goods or Services required to maintain the Town's services and day-to-day operations between budget approvals cycles, including the payment of accounts or previously approved capital items and projects.

7. Procurement Strategy and Contract Award Authorization

7.1. Contract Value

Procurement Strategy and Contract Award approval thresholds are based on the Contract Value and not the approved budget. The "Contract Value" is the estimated total expenditures under a Contract over the entire period of the Contract, including options and extension periods, exclusive of taxes.

7.2. Low Value Direct Purchases

For procurements with a Contract Value under \$5,000, the Department Head may delegate authority to staff within their department to purchase the required Goods or Services directly from such Suppliers and upon such terms and conditions as the Department Head deems appropriate. Where practical, informal quotes should be considered to ensure the Town is obtaining best value.

7.3. Approval Authority for Competitive Procurements

Subject to section 7.7. below, the following Approval Authorities apply to competitive procurements:

Approval Authority for Competitive Procurements

| Contract Value | Approval of Procurement Strategy and, where applicable, RFX Document | Approval to Award Contract |
|------------------------------|---|-----------------------------------|
| Under \$25,000 | Department Head | Department Head |
| \$25,000 to \$100,000 | Department Head and Treasurer, jointly | Treasurer |
| Over \$100,000 | Department Head and Treasurer, jointly | CAO |

7.4. Approval Authority for Non-Competitive Procurements

Subject to section 7.5., 7.6. and 7.7. below, the following Approval Authorities apply to Non-Competitive Procurements:

Approval Authority for Non-Competitive Procurements

| Contract Value | Approval to proceed with Non-Competitive Procurement |
|-----------------------------|--|
| Under \$25,000 | Department Head |
| \$25,000 to \$50,000 | Treasurer |
| Over \$50,000 | Council subject to receipt of written justification and joint recommendation of CAO and Department Head |

7.5. Emergency Procurements

Regardless of the Contract Value, the CAO may authorize a Non-Competitive Procurement in the event of an Emergency, as defined in sub-section 18.10.

7.6. Extended Authority of the CAO

During the period between the last scheduled meeting of Council and the first meeting of a new Council after an election, the CAO is authorized to exercise the power of Council to approve a Non-Competitive Procurement that exceeds \$50,000 in the following circumstances:

- (a) sufficient funds are available in an approved budget; and
- (b) the Non-Competitive Procurement is permitted in accordance with Section 18.

7.7. Special Council Approvals

Regardless of the Contract Value, Council approvals are required where:

- (a) the approved funding is insufficient for the Contract Value;
- (b) in the case of competitive procurement, staff does not recommend awarding the Contract to the successful Bidder based on the evaluation and ranking method set out in the RFX; or
- (c) Council approval is mandated by statute.

8. Contract Commitment and Signing Authorization

All purchases shall require a Contract between the Town and the Supplier, unless otherwise approved by the CAO.

Department Heads are authorized to enter into approved Contracts for the purchase of Goods and Services under \$25,000. The Treasurer is authorized to enter into approved Contracts for the purchase of Goods and Services over \$25,000.

Contracts and Contract amendments requiring signature on behalf of the Town must be signed by the Town's authorized signatories.

9. Contract Extension / Amendment / Termination Authorization

9.1. Extension of Contract

Department Heads are authorized to extend Contracts without a further competitive process provided: (a) sufficient funds are available in the approved budget; and (b) the Contract includes an option to extend.

A Contract that does not include an option to extend may only be extended if a Non-Competitive Procurement is permitted in accordance with Section 18 and the extension

is approved by the applicable Approval Authority for Non-Competitive Procurements set in sub-section 7.4.

9.2. Amendments to Add Goods or Services

Department Heads are authorized to amend Contracts to add Goods or Services and increase the Contract Value, without a further competitive process provided: (a) sufficient funds are available in the approved budget; and (b) the Contract includes an option to add the specific Goods or Services.

A Contract that does not include an option to add the required Goods or Services may only be amended to add the Goods or Services if a Non-Competitive Procurement is permitted in accordance with Section 18 and the amendment is approved by the applicable Approval Authority for Non-Competitive Procurements set in sub-section 7.4.

9.3. Approval to Terminate Contracts

Contracts may only be terminated prior to the expiration date with the CAO's approval.

10. Invoice Payment Authorization

All invoices from Contractors shall be verified and approved for payment by the applicable Department Head prior to payment.

By approving an invoice, the Department Head is confirming the Goods or Services have been received and conformed with the requirements of the Contract.

Prior to releasing payment, the Finance Division shall review invoices for clerical accuracy, budgetary or specific resolution approval.

The Treasurer may only authorize payment of invoices which have been verified and approved in accordance with this By-law.

11. Competitive Procurement

11.1. Competitive Process Required

A competitive process must be used to procure Goods or Services with a Contract Value of \$5,000 or more unless a Non-Competitive Procurement is permitted in accordance with Section 18.

11.2. RFx Templates

When conducting competitive procurements, Department Heads must use the Town's approved RFx templates, unless the Treasurer approves a deviation from the procedures and/or the use of an alternate or revised RFx template.

11.3. Competitive Procurement Strategies

The following are the standard procurement strategies for procuring Goods or Services:

| Contract Value | Procurement Method | Procurement Vehicle |
|------------------------------|--|---|
| \$5,000 to \$25,000 | Invitational Competitive Process (informal) | Quotes requested by phone or email and confirmed by email |
| | Optional: Invitational Competitive Process (formal) | Optional: RFx issued to three or more Suppliers |
| \$25,000 to \$100,000 | Invitational Competitive Process (formal) | RFx issued to three or more Suppliers |
| | Optional: Public Competitive Process | Optional: RFx publicly advertised |
| Over \$100,000 | Public Competitive Process | RFx publicly advertised |

11.4. \$5,000 up to \$25,000: Informal Invitational Competitive Process

For procurements with a Contract Value from \$5,000 up to \$25,000, the Department Head may conduct an informal invitational competitive process which consists of soliciting informal verbal (with email follow-up) or written quotes from Suppliers. Quotes should be requested from a minimum of three (3) Suppliers, whenever possible.

Department Heads should be prepared to justify requesting quotes from less than three (3) Suppliers.

A Procurement Card, a PO, or other form of documented confirmation of the Contract may be used for requirements with a Contract Value under \$25,000.

11.5. \$25,000 up to \$100,000: Formal Invitational Competitive Process

For procurements with a Contract Value from \$25,000 up to \$100,000, the Department Head may use a formal invitational competitive process by issuing a RFx to a minimum of three (3) qualified Suppliers. Department Heads are encouraged to invite more than three (3) Suppliers, where practicable, to ensure a more competitive process.

A formally executed agreement, a PO, or other form of documented confirmation of the Contract may be used for requirements with a Contract Value between \$25,000 and \$100,000.

11.6. Over \$100,000: Public Competitive Process

For procurements over \$100,000, the Department Head must conduct a Public Competitive Process by posting a publicly advertised RFX on the tendering website designated by the Town for this purpose, unless a Non-Competitive Procurement has been approved by Council.

A formally executed agreement must be used when the Contract Value is over \$100,000, unless the Treasurer has approved another form of Contract.

12. Standing Arrangements

Where the Town anticipates it will have a recurring need for specific Goods or Services but is unable to commit to specific quantities in advance, Department Heads may establish Standing Arrangements with one or more Suppliers. To establish a Standing Arrangement, a Public Competitive Process must be conducted using the Town's approved template.

The Standing Arrangement must include all terms applicable to subsequent procurements, including the cost of the Goods or Services and delivery requirements. If Standing Arrangements are established with multiple Contractors for the same Goods or Services, clear ranking methods and call-up procedures must be specified.

The Treasurer may establish blanket Contracts for Standing Arrangements and Department Heads may issue individual orders against the blanket Contract for amounts not exceeding \$25,000 without requiring additional procurement approvals. Individual purchases over \$25,000 against the blanket Contract must be approved by the Treasurer.

13. Prequalified Supplier Lists

Department Heads may establish lists of prequalified Suppliers for the purposes of future purchases of specific Goods or Services by conducting a publicly advertised Prequalification Process.

Once a Prequalified Supplier List is established, purchases may be made by Invitational Competitive Process from the prequalified Suppliers on such lists without undertaking a Public Competitive Process unless the Contract Value exceeds \$365,000.

Unless the Prequalified Supplier List remains open to new Suppliers, it must be refreshed every 3 years.

14. Cooperative Purchasing

The Town may join one or more Buying Groups with Council's approval. The Treasurer shall ensure that the Town publishes a notice of its participation with the Buying Group(s) on the Town's designated tendering website.

Once Council has approved the Town's participation in a Buying Group, in the absence of an existing Standing Arrangement or Prequalified Supplier List for the specific Goods or Services, a Department Head may procure from a Buying Group contract or participate in a procurement process administered by the Buying Group without undergoing a competitive procurement process as required by this By-law. Approvals to award the Contract, based on Contract Value, must still be obtained prior to committing the Town to purchase any Goods or Services.

When participating in a Buying Group procurement, to the extent practicable, the Town shall ensure that the procurement process conducted by the Buying Group is carried out in a manner that is consistent with the Town's trade agreement obligations.

15. In-House Bids

In some circumstances, the Town may wish to consider costing proposals developed by one or more department(s) operating within the Town ("In-House Bids") alongside Bids solicited from external Suppliers through a competitive process, in order to determine whether it would be in Town's best interests to provide the Goods or Services "in-house" rather than acquiring them from an external Supplier.

In such circumstances, Council approval to consider In-House Bids must be obtained prior to commencing the competitive process. If In-House Bids will be considered, the RFX must disclose the Town's intention to consider In-House Bids and must clearly describe the methodology and criteria that the Town will use to determine whether the In-House Bid is preferable to the lowest compliant or highest ranked Bid. If the Town determines that an In-House Bid is preferable to the lowest compliant or highest ranked Bid, the Town may cancel the competitive process without awarding a Contract to any Bidder.

Any recommendation to cancel the competitive process and proceed with the delivery of the Goods or Services based on the In-House Bid must be approved by Council.

16. Exceptional Circumstances in Bidding Process

16.1. No Compliant Bids Received

When no compliant Bids are received in response to a RFX, Bidders shall be notified, and the RFX shall be cancelled. Where time permits, in the opinion of the Department Head, the RFX shall be re-issued with the appropriate revisions. Where time does not permit, the Department Head may communicate to each Bidder who previously

submitted a Bid, identify the deficiencies that resulted in their Bid being deemed non-compliant and provide Bidders that previously submitted Bids the opportunity to submit a new Bid.

16.2. Two or More Bids Are Equal

If two or more Bids are tied for the best score, the Bid with the lowest price shall be selected as the successful Bid. Where everything is equal, including price, and the RFX document permits asking for best and final offers, best and final offers will be solicited from each of these Suppliers to break the tie. If the RFX does not allow for best and final offers or this effort is unsuccessful, then a draw will be held to determine the successful Supplier.

16.3. Successful Bid Over Budget

Where the successful Bid exceeds budgeted funds, the Department Head may:

- (a) negotiate a reduction in the scope and Bid price, if the RFX allows for negotiation;
- (b) seek Council approval to increase the budget; or
- (c) cancel the RFX and issue a new RFX with modified requirements and specifications.

17. Bidder Eligibility

The Town may, subject to the CAO's approval, exclude a Supplier or refuse to accept a Bid from a Supplier on grounds such as:

- (a) bankruptcy or insolvency;
- (b) false declarations;
- (c) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior Contract;
- (d) final judgments in respect of serious crimes or other serious offences;
- (e) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Supplier; and
- (f) prior conduct of Supplier that gives the Town reasonable grounds to believe it would not be in the best interest of the Town, staff, or the public to contract with the Supplier, including abusive, threatening, intimidating, or harassing conduct.

For the purposes of this Section, Supplier shall also include: an officer, a director, a majority or controlling shareholder, or a member of the Supplier, if a corporation; a

partner of the Supplier, if a partnership; any corporation to which the Supplier is an affiliate of or successor to, or an officer, a director or a majority or controlling shareholder of such corporation; and any person with whom the Supplier is not at arm's length within the meaning of the Income Tax Act (Canada).

18. Non-Competitive Procurement

18.1. Contract Value under \$25,000

The Town may use a Non-Competitive Procurement if the Contract Value is under \$25,000 and the Department Head determines it is not in the Town's best interest to seek competitive quotes.

18.2. No Compliant Bids Received

The Town may use a Non-Competitive Procurement if a competitive process was conducted and (i) no Bids were submitted; (ii) no Suppliers satisfied the conditions for participation; or (iii) no submitted Bids met the essential requirements of the RFX. In these circumstances, the Non-Competitive Procurement must be based on substantially the same requirements and specifications that were set out in the RFX.

18.3. Only One Supplier

The Town may use a Non-Competitive Procurement if the Goods or Services can be supplied only by a particular Supplier and no reasonable alternative or substitute Goods or Services exist for any of the following reasons: (i) the requirement is for a work of art; (ii) the protection of patents, copyrights, or other exclusive rights; (iii) due to an absence of competition for technical reasons; (iv) the supply of Goods or Services is controlled by a Supplier that is a statutory monopoly; (v) to ensure compatibility with existing Goods, or to maintain specialized Goods that must be maintained by the manufacturer of those Goods or its representative; (vi) 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; (vii) work is to be performed on a leased building or related property, or portions thereof, that may be performed only by the lessor.

18.4. Additional Deliveries

The Town may use a Non-Competitive Procurement for additional Goods and Services from the original Supplier, 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 Town.

18.5. Commodity Market Goods

The Town may use a Non-Competitive Procurement for Goods purchased on a commodity market such as electricity, postal services, postage, water, fuel, natural gas, furnace oil.

18.6. Prototype

The Town may use a Non-Competitive Procurement if the Town procures a prototype or Good or Service to be developed in the course of a contract for research, experiment, study, or original development, but not for subsequent purchases of the Good or Service in regular production.

18.7. Exceptionally Advantageous Conditions – Unusual Disposals

The Town may use a Non-Competitive Procurement 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.

18.8. Winner of Design Contest

The Town may use a Non-Competitive Procurement if a Contract is awarded to a winner of a design contest provided that: (i) the contest has been publicly advertised and organized in a fair and transparent manner; and (ii) the participants are judged by an independent jury.

18.9. Confidential or Privileged Goods or Services

The Town may use a Non-Competitive Procurement if Goods or Services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through a competitive 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.

18.10. Emergency

The Town may use a of Non-Competitive Procurement, if necessary, to obtain Goods or Services required in the event of an emergency. An "Emergency" is an exceptional situation that could include:

- (a) An imminent or actual danger to the life, health, or safety of any person;
- (b) An imminent or actual danger of injury to or destruction of real or personal property;

- (c) An imminent or actual unexpected interruption of a public service essential to the community;
- (d) An emergency as defined by the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9 and the emergency plan formulated thereunder by the Town; and
- (e) An imminent or actual spill of a pollutant as contemplated by Part X (Spills) of the Environmental Protection Act.

19. Contract Award Notice

Where a Contract is awarded with a Contract Value above \$100,000, whether through a Public Competitive Process or a Non-Competitive Procurement, the Town shall publish a Contract award notice on the Town's designated tendering website no later than seventy-two (72) days after the Contract award.

The Town may elect not to publish the award of Contract where the Non-Competitive Procurement is conducted for reasons of Confidential or Privileged Goods or Services.

20. Bidder Debriefing

The Town shall, on request by an unsuccessful Bidder, provide a debriefing during which the Bidder will be provided the reasons why the Town did not select their Bid.

21. Supplier Complaint

Any Supplier that wishes to challenge a procurement decision made by the Town is required to provide a written complaint within five (5) business days of attending a debriefing or, if the Supplier is not a Bidder, within ten (10) business days of (i) becoming aware of the basis for a procurement complaint or (ii) date of publication of award.

Any complaint must be in writing and shall include the following details:

- (a) A precise statement of the relevant facts;
- (b) An identification of the issues to be resolved;
- (c) The Supplier's argument and supporting documentation; and
- (d) The Supplier's requested remedy.

The Treasurer will review and respond to the Supplier's complaint within twenty (20) business days

22. Contract Management

It is the Department Head’s responsibility to manage Contracts and ensure Goods or Services are provided and paid for in accordance with the terms of the Contract. Department Heads must ensure that Contractor’s performance is monitored, and performance issues are clearly addressed and documented.

23. Records and Reporting

23.1. Records Management

The maintenance, release and management of all procurement records must be in accordance with the Town’s policies and procedures related to records management and access to information.

23.2. Records Retention

The Treasurer and Department Heads are responsible for ensuring that all documentation relating to a procurement is properly filed and maintained in a procurement project file. Documentation and reports regarding procurement processes and contract awards must be maintained in accordance with the Town’s retention schedules and for a minimum period of at least three (3) years from the contract award date.

23.3. Information Report to Council

For information purposes, the Treasurer shall submit a monthly status report to Council on all contract awards, contract extensions and contract amendments, valued at \$25,000 or higher that were undertaken since the previous report.

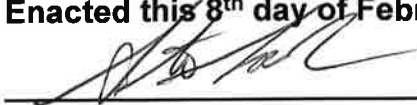
24. By-law Amendments and Reviews

All changes to this By-law require the approval of Council except for changes of an administrative nature, such as the change in title of a position. A formal review of the By-law must be undertaken by the CAO at least once every five (5) years.

This By-law comes into full force and effect on the date it is enacted.

This By-law repeals all prior by-laws and policies related to the Town’s procurement of goods and services.

Enacted this 8th day of February, 2022.



Mayor



Clerk

SCHEDULE A – EXCLUSIONS

1. Real Property

This By-law does not apply to contracts or expenditures for the sale, purchase, lease, or license of real property, including land or existing buildings. Please refer to By-law 2006-47 regarding the Town's procedures for selling or disposing of real property.

2. Employment Contracts and Employee Expenses

This By-law does not apply to employment contracts and employee related expenses, such as: refundable travel expenses, memberships in professional organizations, staff attendance at seminars, workshops, courses, training, trade shows or conferences.

3. Excluded Procurements

This By-law does not apply to the procurement or acquisition of:

- (a) Goods or Services from another government entity or public body
- (b) Goods for the purpose of commercial sale or re-sale by the Town
- (c) Health or social services
- (d) Services that may only be provided by licensed lawyers or notaries
- (e) Services of expert witnesses or factual witnesses used in court or legal proceedings
- (f) 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
- (g) Fiscal agency or depository services

4. Other Transactions and Expenditures

This By-law does not apply to contracts, transactions, or expenditures for:

- (a) Insurance premiums
- (b) Payments of debts
- (c) Any form of financial assistance, such as grants, loans, equity infusions, guarantees, and fiscal incentives
- (d) Insurance claims, legal settlements, and grievance settlements