

CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

BYLAW NO.

**BEING A BYLAW TO ADOPT A PURCHASING POLICY FOR THE
PROCUREMENT OF GOODS AND SERVICES**

WHEREAS pursuant to Section 270 of the Municipal Act, 2001, S.O., c. 25, as amended, municipalities are required to adopt and maintain a policy with respect to its procurement of goods and services;

AND WHEREAS it is desirable to adopt such a policy for the procurement of goods and services by the Corporation of the Municipality of Strathroy-Caradoc;

NOW THEREFORE the Council of the Corporation of the Municipality of Strathroy- Caradoc **ENACTS AS FOLLOWS:**

1. **THAT** the Purchasing Policy attached to and forming part of this bylaw be approved.
2. **THAT** any other related policies approved by the Council of the Corporation of the Municipality of Strathroy-Caradoc are hereby repealed.
3. **THAT** this bylaw shall come into force and affect on the date of its final passage in Open Council.

Read a **FIRST, SECOND AND THIRD TIME** and **FINALLY PASSED IN OPEN COUNCIL** this th day of _____, 2023.

MAYOR

CLERK

CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

TABLE OF CONTENTS
NEED TO RENUMBER PAGES AFTER REVISIONS!!

| Section/ Subsection | Topic | Page |
|------------------------|----------------------------------------------------------------------------------|---------|
| Section 1 | Introduction | |
| 1.1 | Scope and Title of Policy..... | 1 |
| 1.2 | Validity and Severability..... | 1 |
| 1.3 | Interpretation..... | 1 |
| Section 2 | Definitions..... | 2-6 |
| Section 3 | Principles and Goals..... | 6-7 |
| Section 4 | Exemptions..... | 8 |
| Section 5 | General Conditions..... | 8-9 |
| Section 6 | Purchasing Methods | |
| 6.1 | Informal Quotations/Small Purchases..... | 10 |
| 6.2 | Formal Quotations..... | 11 -12 |
| 6.3 | Tenders..... | 12 -14 |
| 6.4 | Proposals..... | 14 |
| 6.5 | Requests for Information..... | 15 |
| 6.6 | Expressions of Interest and/or Requests for Pre-qualification (EOI/RFPQ)..... | 15 |
| 6.7 | Two Envelope Approach..... | 15 |
| Section 7 | Withdrawal of Bid by Bidder..... | 15 - 16 |
| Section 8 | Bid Receipt and Opening Procedures..... | 16 - 17 |
| Section 9 | Bid Review Procedures..... | 17 - 18 |
| Section 10 | Bid Cancellation and Reissuing | |
| 10.1 | Bid Cancellation | 18 - 19 |
| 10.2 | Reissuing Bid Requests..... | 19 |
| Section 11 | Bid Irregularities..... | 19 |
| Section 12 | In-House Bids..... | 20 |

| | | |
|---------------------|----------------------------------------------------------------------------|----------------|
| Section 13 | Direct Negotiation..... | 20 - 21 |
| Section 14 | Exclusion of Bidders in Litigation. | 21 |
| Section 15 | Exclusion of Bidders due to Poor Performance..... | 21 |
| Section 16 | Co-operative Purchasing..... | 21 - 22 |
| Section 17 | Unsolicited Quotations, Tenders and Proposals | 22 |
| Section 18 | Bid Security Requirements | 22 |
| 18.1 | Insurance Requirements | 22 - 23 |
| 18.2 | Workplace Safety and Insurance Board (WSIB) Requirements.. | 23 |
| 18.3 | Bid Deposit. | 23 |
| 18.4 | Letter of Agreement to Bond/Letter of Guarantee | 23 -24 |
| 18.5 | Executed Bond..... | 24 |
| 18.6 | Ministry of Labour-Notice of Project Requirements | 24 |
| Section 19 | Credit Card Program | 24 - 25 |
| Section 20 | Disposal of Surplus Goods..... | 26 |
| Section 21 | Dealing with Complaints | 26 - 27 |
| Section 22 | Accessibility..... | 27 - 28 |
| Section 23 | Emergency Purchases..... | 28 |
| Section 24 | Capital Facilities Financing Leasing Policy and Procedure | |
| 24.1 | Definitions..... | 28 - 29 |
| 24.2 | Policy and Procedure..... | 29-30 |
| 24.3 | Leasing to Acquire Municipal Capital Facilities..... | 30 |
| 24.4 | Annual Report of the Treasurer | 30 |
| Section 25 | Policy Review..... | 31 |
| Section 26 | Policy Effective Date..... | 31 |
| Section 27 | Repeal..... | 31 |
| Schedule "A" | Summary of Purchasing Methods..... | 32 - 33 |
| Schedule "B" | Goods and Services Exempt from Provisions of Purchasing Policy..... | 34 - 35 |
| Schedule "C" | Bid Irregularities Summary..... | 36 - 38 |

| | | |
|--------------|----------------------------------------------------------------------------------------|---------|
| Schedule "D" | Guide to Accessibility Requirements for purchasing goods, services and facilities..... | 39 - 45 |
| Schedule "E" | Accessibility Regulations for Contracted Services. | 46 |

CORPORATION OF THE MUNICIPALITY OF STRATHROY CARADOC

PURCHASING POLICY

SECTION 1

INTRODUCTION

1.1 Scope and Title of Policy

The Council of the Corporation of the Municipality of Strathroy-Caradoc (hereinafter called the "Municipality") enacts the following policy and procedures for the procurement of all goods and services for the Municipality, including Council and its local boards, commissions and committees, ~~__except Strathroy Caradoc Police Services Board,~~ in accordance with Section 270 of the Municipal Act, 2001 as amended.

This policy shall be called the "Purchasing Policy".

1.2 Validity and Severability

Should any section, subsection, clause, paragraph or provision of the Policy be declared by a court of competent jurisdiction to be invalid or unenforceable, the decision shall not affect the validity or enforceability of any other provision of this Policy as a whole.

1.3 Interpretation

The word "can" and "may" are permissive.

The words "must" and "shall" are imperative.

Words used in the present term include the future.

Words in the singular form include the plural form, and vice versa.

Where an official of the Municipality is authorized to do any act pursuant to this Policy, such act may be done by such official's authorized delegate.

Where in this Policy the context so requires, the masculine gender shall include the feminine gender and vice versa.

The headings in this Policy are for reference only.

SECTION 2

DEFINITIONS

In this Policy,

"Acquisition" means the process used for obtaining goods and services;

"Agreement" means a legal document that binds the Municipality and other parties, subject to the provisions of the contract;

"Approval" means authorization to proceed with the purchase of goods and/or services and the disposal of goods;

"Award" means the authorization to proceed with the written legal agreement or contract to a selected bidder, tenderer or proponent in accordance with the provisions of this Policy;

"Bid" means an offer or submission received in response to a request for a quotation, tender or proposal which is subject to acceptance or rejection;

"Bid Irregularity" means a deviation between the requirements of a bid and the information provided in a bid response;

"Bid Request" means a written request for bids or a solicitation, which may be in the form of a Request for Quotation, Request for Tender or a Request for Proposal or other similar requests. A verbal bid request is permissible for Informal Quotations/Small Purchases;

"Chief Administrative Officer (CAO)" means the Chief Administrative Officer of the Municipality of Strathroy-Caradoc or designate;

"Clerk" means the Director of **Legal and Legislative Services Corporate Services**/Clerk of the Municipality of Strathroy-Caradoc or designate;

"Consulting and Professional Services" includes the services of planners, engineers, architects, designers, surveyors, lawyers, management and financial consultants, brokers, soil consultants, real estate appraisers, Ontario land surveyors, and any other consulting and professional service provided to the Municipality;

"Construction" means construction, reconstruction, demolition, repair or renovation of a building or structure and includes site preparation, excavation, drilling, soil investigation, the supply of products and materials and the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures to a building or structure;

"Contract" means a legally binding agreement between two or more parties. Such agreements shall consist of a:

- a) Purchase Order;
- b) Purchase Order incorporating a formal agreement; or
- c) Formal agreement between two or more parties that creates an obligation to provide defined goods and/or perform defined services.

"Conflict of Interest" refers to a situation that is known or ought to be known in which private interests or personal considerations may affect the judgement of an employee, Councillor or committee member in acting in the best interest of the Municipality. It includes using an employee's position, confidential information or corporate time, material or facilities for private gain or advancement or the expectation of private gain or advancement. A conflict may occur when an interest benefits any member of the employee's, councillor's or committee member's family, friends or business associates, and/or himself/herself;

"Corporation" means the Corporation of the Municipality of Strathroy-Caradoc;

"Council" means the Council of the Corporation of the Municipality of Strathroy-Caradoc;

"Credit Card" means a corporate credit card issued to a Director or other staff as approved by the Treasurer to be used for procuring goods and services from a vendor within established guidelines;

"Department" means any department, committee or local board of the Municipality, ~~except Strathroy Caradoc Police Service;~~

"Director" means the person responsible for direction and operational control of a department or his/her designate **in writing**, and **shall** includes the Chief Administrative Officer;

"Disposal" means the disposal of goods, furniture, vehicles, etc. owned by the Municipality by sale, trade-in, auction, alternative use, gift or destruction, which are deemed by the Municipality to be surplus;

"Emergency" means a situation where the purchase of goods and services requires immediate action to prevent or correct dangerous or potentially dangerous safety conditions, further damage, to restore minimum services or ensure the health and safety of the public and/or staff, **as defined in the Emergency Management and Civil Protection Act, RSO 1990, c. E9, as amended;**

"Ethical" means conducted in a way that demonstrates honesty, integrity and professionalism, and describes a process that optimizes the use of resources so as to provide the maximum benefit to the taxpayer, rejects all forms of discrimination or favoritism and any improper business practice and that conforms with all Municipal bylaws, policies and procedures. An ethical process is seen as open and fair and has provided competitive access in respect of awarding of contracts with no possibility of personal gain;

"Expression of Interest" means a situation where vendors are solicited by the Municipality to advise of their ability or desire to undertake the Municipality's requirements;

"Formal Quotation" means a written offer to sell, or a "bid" obtained from suppliers, to supply stipulated goods or services at a particular price based on a document issued by the Municipality for goods or services over \$10,000 and less than \$25,000;

"Goods and Services" includes supplies, equipment, professional and consulting services and service and construction contracts, and construction not otherwise provided for;

"Informal Quotation" means an unwritten offer to sell, or a "bid" obtained from suppliers, to supply goods or services with an estimated cost of less than \$10,000; the requisitioning department or purchasing officer may receive pricing via telephone or in person, and shall retain written documentation of the conversation and document the information on the purchase requisition;

~~"Liaison Person" means the Administrative and Accounting Assistant of the Corporate Services Department of the Municipality of Strathroy-Caradoc or his/her alternate;~~

"Mayor" means the Mayor of the Municipality of Strathroy-Caradoc, or his/her alternate;

"Municipality" means the Corporation of the Municipality of Strathroy-Caradoc;

"Negotiation" means the action or process of conferring with one or more vendors with the goal of coming to an agreement on the acquisition of the required goods and services under the terms outlined in this policy;

"Personal Purchases" means the purchase of goods and services requested by an elected or appointed official or by any employee of the Municipality for the personal benefit and use of the person requesting the purchase or for another person, which is not a purchase required by the Municipality;

"Policy" means a governing principle or plan as set by Council which establishes

the general parameters for the Municipality to follow in carrying out its responsibilities;

"Procure/Procurement/Purchase" means to acquire by purchase, rental or lease of goods and/or services, including construction works, but excluding municipal capital facilities which are covered **under Section 24** of this Policy;

"Proposal (Request for Proposal/RFP)" means an offer to provide goods or services to the Municipality where it is not practical to prepare precise specifications, or where "alternatives" to detailed specifications will be considered. This process allows potential vendors to propose solutions to arrive at the end product and allows for evaluation of criteria other than price;

"Purchase Order" means a written contract with a supplier/contractor in a form authorized and duly signed by the Director, or the Purchasing Officer for purchases within his/her authority, referencing a specific purchase and is used to purchase goods and/or services. Purchase Orders are required at a minimum to contain a description of the item being ordered along with relevant specifications, the quantity, unit of measure, delivery date preferred, ship to addressee, name of department, contact person, GL account number and approval signatures;

"Purchaser" means the staff member authorized to buy goods and services in accordance with this Policy and shall include the Directors, and the Purchasing Officer.

"Purchase Requisition" means a written or electronically produced request in a format containing information to obtain goods and services that are duly authorized to be submitted to the Purchasing Officer as applicable. Purchase Requisitions are required to contain the same minimum information as Purchase Orders;

"Purchasing Officer" means the Purchasing Officer/Accounts Payable Officer for the Municipality of Strathroy-Caradoc who is responsible for the general purchasing function and is hereby authorized to act as agent in all such matters within his/her authority;

"Real Property" means land or buildings and any interest, estate or right of easement affecting same;

"Security" means a written guarantee that the bidder will perform the work specified in the contract and shall be in a specific dollar amount in the form of cash, certified cheque, bid bond, performance bond, labour and materials bond, letter of credit, and shall include Workplace Safety and Insurance Board Clearance Certificates, Insurance or any other form of security as deemed necessary and stated in any quotation, tender, proposal, or other similar document issued by the Municipality to secure against loss, damage or default;

"Sole Source/Single Source" means there may be more than one source in the open market but only for reasons of function or service one vendor is recommended or

chosen for consideration of the particular goods and/or services without using the competitive purchase process;

"Submission" includes any tender, informal quotation, formal quotation, proposal, expression of interest, etc., received;

"Tender/Request for Tender" means an offer received from a supplier of goods and/or services in response to a public advertisement requesting tenders ~~sealed in an envelope~~ where the estimated value is over \$25,000;

~~"Total Acquisition Cost" includes cost to acquire goods or services and includes any and all taxes and all costs related to bring the acquisition into service. means the total cost which results in the lowest cost of ownership, operation (including service and past performance), purchase or lease over the life of the product or service to the Municipality. This cost is determined by considering the following factors: firm stability and reputation, quality, courtesy, expertise, qualifications, interest, expedience, environmental impact, health and safety implications, ethical business practices, after sale service, terms and conditions, guarantees and warranties, all taxes and discounts, and unit price.~~

~~"Tender Opening Committee" means the Committee responsible for opening and recording the results of publicly advertised tenders, formal quotations or proposals, and said Committee shall be comprised of staff and include, at a minimum, the Treasurer, the department Director for which the tender is being called and the Purchasing Officer Liaison Person, and may include other staff persons as deemed necessary by the Treasurer GAG;~~

"Treasurer" means the Director of Finance/Treasurer for the Municipality of Strathroy-Caradoc or his/her designate;

"Vendor/Supplier" means a potential vendor or a vendor that may be/is selected to provide certain goods or services to the Municipality. Payment for services or supplies shall be paid only to the vendor or supplier as approved.

SECTION 3

PRINCIPLES AND GOALS

The principles and goals of this Purchasing Policy are:

- 3.1 Facilitate a more centralized ~~decentralized~~ purchasing system;
- 3.2 Conduct of business in an ethical and fair way;

- 3.3 Procure by purchase, rental or lease the required quality and quantity of goods and/or services, including professional and consulting services by promoting a comprehensive, open, fair, equitable, consistent process in an efficient, professional and cost effective manner while maintaining budgetary control;
- 3.4 Encourage open competitive bidding for the acquisition of goods and services and the disposal of goods to obtain the best value, where feasible;
- 3.5 Consider all costs, including, but not limited to, acquisition, operating, training, maintenance, quality, warranty, payment terms, disposal value and disposal costs, in evaluating bid submissions from qualified, responsive and responsible vendors;
- 3.6 The acquisition of goods and services shall be conducted in an unbiased way not influenced by personal preferences, prejudices or interpretations;
- 3.7 Efforts shall be made to achieve the best value for the Municipality;
- 3.8 The acquisition of goods and services shall be conducted in a manner that will promote, and incorporate where possible, the requirements of the *Ontarians with Disabilities Act* as amended;
- 3.9 Encourage the procurement of goods and services with due regard to the preservation of the environment. Vendors may be selected to supply goods that are made by methods resulting in the least damage to the environment and supply goods incorporating recycled materials where feasible;
- 3.10 There shall be no preference to local suppliers of goods and services to the Municipality; however, all else being equal preference shall be given to the purchase from local suppliers.
- 3.11 Satisfy the requirements of Section 270 of the *Municipal Act, 2001* as amended and any other applicable legislation;
- 3.12 All suppliers are expected to comply with Health and Safety legislation in providing goods or services to/for the Municipality;
- 3.13 Keep all pertinent records for legal and audit purposes and in accordance with Strathroy-Caradoc's records retention bylaw.
- 3.14 All suppliers of good and services to the Municipality shall comply with the Customer Service Standards under the *Accessibility for Ontarians with Disabilities Act*, as amended.
- 3.15 Confirming quality of work.

SECTION 4

EXEMPTIONS

Purchases exempt from the provisions of the Purchasing Policy are outlined in Schedule "B" to this Policy. Directors are responsible to ensure that exempt purchases are approved by him/her by signature on the invoice and a GL account is designated by him/her on the invoice.

SECTION 5

GENERAL CONDITIONS

- 5.1 The Municipality reserves the right to accept other than the lowest submission, accept or reject any submission. These conditions shall be noted on all advertisements and documents for bid requests. The Municipality may cancel a bid request at any time without penalty or cost to the Municipality, and any bid request shall not be considered a commitment by the Municipality to enter into any contract.
- 5.2 There shall be no personal purchases through the Municipality.
- 5.3 All purchases shall be made in accordance with the Purchasing Policy.
- 5.4 No purchase shall be made unless it has been authorized by Council through the budget process, or in the case of Formal Quotations, Tenders and Proposals by separate resolution of Council when the proposed purchase is any of the following:
 1. an unbudgeted item;
 2. greater than the budget provision;
 3. greater than \$100,000;
 4. a bid other than the lowest bid is recommended for acceptance;
 5. only one acceptable bid is received except when the request for one bid is pre-approved by the Chief Administrative Officer or Council.
- 5.5 Small Purchases can be made via telephone, provided there is written documentation of all purchases ordered.
- 5.6 Any prices shall be in Canadian Dollars only. For bid evaluation purposes, all bids submitted in other than Canadian Dollars shall be converted to Canadian Dollars, at the exchange rate established by the Treasurer at the date of the bid closing.

- 5.7 If the services of a consultant are used to assist in preparing any quotation, tender or proposal documents, the consultant is not permitted to submit a bid for the proposed purchase.
- 5.8 Any provisions of the Purchasing Policy may be waived by Council at its discretion. Any request to waive provisions shall be made in writing by Directors to Council.
- 5.9 All invoices shall be paid and approved by Directors, in the form of a signature on the invoice, in accordance with this policy and assigned a GL account number by the appropriate department Director and submitted to the Purchasing Officer so payment can be made to, and received by, the supplier by the due date to avoid interest and penalty charges.
- 5.10 All cheques issued by the Municipality in payment for goods and services for the Municipality shall be signed electronically or manually by **any two (2) of the Mayor, ~~or~~ Deputy Mayor, and the Treasurer, ~~or~~ CAO, ~~or Clerk or in their absence, appropriate designates~~. Invoices can be paid by Electronic Funds Transfer as approved by the Treasurer or Deputy Treasurer. All ~~cheques payments~~ shall be made payable to the approved supplier only.**
- 5.11 No person shall accept directly or indirectly from any person or organization, to which any purchase is or might be awarded, anything of any value including, but not limited to, rebates, gifts, meals and money, or special privileges.
- 5.12 There shall be no conflict of interest, direct or indirect, in any purchasing process done by the Municipality.
- 5.13 No employee other than a Director may enter into an Agreement or contract with any supplier or contractor for any services or products required by the Municipality within the provisions of this policy.
- 5.14 Between the start of the current fiscal year and the adoption of the budget for the current year, the Treasurer is authorized to pay the accounts of any ordinary business transactions of the Municipality that are required to maintain services. All invoices are required to be authorized by signature of the department Director on the invoice, pursuant to this policy.
- 5.15 Bid requests shall avoid use of specific products or brand names where feasible.
- 5.16 All Bid responses shall be prepared at the expense of the bidder, including when the bid request is cancelled.

SECTION 6

PURCHASING METHODS

Summary of Purchasing Methods - see Schedule "A" attached to this Policy. **This Summary is a quick reference guide only and reference shall be made to the Policy for details.**

6.1 Informal Quotations/Small Purchases

Informal Quotation refers to a quote for goods or services, and small purchases, which have a total ~~acquisition cost~~ purchase price of less than \$10,000, and:

1. These purchases can be made by the Purchasing Officer, Directors, including using his/her corporate credit card within the assigned credit limit, and an employee of a department with the approval of the Director (the Purchaser).
2. Lines of credit can be established with retailers by the Purchasing Officer or Directors for frequently purchased small purchases, such as fuel, to be made by them or department employees. Lines of credit and purchases on lines of credit shall be authorized by the department Director.
3. The Purchaser shall determine such terms and conditions as he/she deems appropriate for the purchase; however, attempts shall be made to get at least three (3) quotations if possible.
4. The Purchaser shall retain written documentation of any verbal quotation and document the information on the purchase requisition to place the order.
5. Informal quotations can be withdrawn at any time prior to purchase by phone, in person or in writing. A withdrawal of informal quotation shall be documented.
6. No public advertising is required.
- ~~7. Informal quotations received are not required to be opened in public nor are they required to be opened by the Tender Opening Committee.~~
8. All purchases made through this process shall be within budget. If a purchase will exceed the budget provision Council shall be made aware through a report to the Finance Committee by the Treasurer and department Director.
9. Purchasing requirements cannot be split in order to qualify for this process.
10. The Purchasing Officer shall be provided with and retain informal quotations received for a period of three (3) years.

6.2 Formal Quotation

Formal Quotation is a document issued by the Municipality that sets out particular requirements for goods or services where the total acquisition cost is estimated over \$10,000 and less than \$25,000 and a supplier shall provide a quotation in writing, and:

1. Formal quotations shall be prepared and called by the Director wanting to acquire goods and/or services upon such terms and conditions as he/she deems appropriate subject to obtaining at least three (3) formal quotations whenever possible.
- ~~2.~~ The Director will review formal quotation documents with the ~~Liaison Person Treasurer~~, before they are circulated, for compliance with this Policy.
3. If it is specialized goods or services that are required, and there is only one (1) known supplier, on approval of the Chief Administrative Officer, the Director can proceed with obtaining a formal quotation from the supplier.
4. If it is specialized goods or services that are required, or there are a minimal number of known suppliers, the Director shall send an Invitation for Formal Quotations, to ~~a specified prospective minimum of three (3) specific~~ suppliers ~~if possible; otherwise~~ the formal quotation shall be advertised ~~on~~ through the municipal website and Bids and Tenders Website., and ~~advertised in the local newspaper, and other publications as deemed appropriate by the Director.~~
5. If it is an Invitation for Formal Quotations ~~it shall be issued in accordance with Section 6.2.4 above. it can be issued by the Director by fax, mail, email or hand delivered, at his/her discretion.~~
6. Any bid deposits, security or bonds, insurance and Workplace Safety and Insurance Board (WSIB) Clearance Certificates requested shall be at the discretion of the department Director, and shall be specified in the quotation document and shall be included with the submission as required. The amount of any bid deposits, security or bonds or insurance requirements will be determined by the Director, and specified in each bid request.
7. The department Director, ~~or designate, only~~ shall address any questions or concerns about a bid request, ~~through the Bids and Tender/ Addendum feature in writing, from any potential bidder.~~
8. All Formal Quotations shall be signed by a signing officer authorized to bind the bidder.
- ~~9.~~ All formal quotations shall be received by the Purchasing Officer through the online submission feature of Bids and Tenders website. ~~Director or the Liaison Person, at the Director's discretion, in a sealed envelope addressed to the designated recipient and clearly marked as to the quotation enclosed.~~
- ~~10.~~ ~~A list of potential bidders, and their contact information, including name, mailing address, fax number and email, that have picked up/received quotation documents shall be maintained by the department Director in~~

- ~~case they need to be notified of any changes or a cancellation. This process is not required if the quotation is advertised on the municipal website or some other process. Here the potential bidders are not required to come to a municipal facility to collect tender documents.~~
11. Any addenda including, but not limited to, due date extensions, changes, etc., to a formal quotation shall be provided **through the Bids and Tender/ Addendum feature in writing to potential bidders, if possible, and shall be posted on through the website i R tRe case of a public Request for Formal Quotations.** No addenda will be issued within forty-eight (48) hours of the tender closing.
 12. The department Director **and Treasurer** shall be responsible to review the quotations received and verify that all specifications are met.
 13. The department Director can proceed with the purchase in writing, with the assistance of the Purchasing Officer ~~if desired~~, provided the acceptable quotation satisfies all of the following: (1) is within budget; (2) all of the specifications are met, and (3) is the lowest acceptable quotation, unless it is from one requested supplier due to the goods or services being specialized, as approved by the Chief Administrative Officer; otherwise a report shall be prepared by the Director **and Treasurer** to Council indicating the proposed action for consideration and approval.
 14. Any irregularities in formal quotations shall be dealt with in accordance with Section 11 and Schedule "C" of this policy.
 - ~~15. Formal quotations are not required to be opened in public, at the discretion of the Director, but shall be opened through the Bids and Tender/ unsealing feature. by the Tender Opening Committee as soon as possible following the closing as advertised decided by the Director.~~
 16. Purchasing requirements cannot be split in order to qualify for this process.
 17. The Purchasing Officer shall be provided with and retain formal quotations received for a period of three (3) years.

6.3 Tenders

"Tender" means an offer for goods and/or services from a supplier in response to a public advertisement requesting tenders sealed in an envelope where the total **acquisition cost purchase** is estimated at a value over \$25,000, and:

1. **Tenders specifications** shall be prepared **and called** by the department Director wanting to acquire goods and/or services.
2. The Director will review tender documents with the **Treasurer Liaison Person** for compliance with this Policy before they are circulated.
3. Notices of Tender Requests shall provide: (1) a description of the procurement contemplated; (2) the place where a person may obtain the necessary information and documents to submit a tender; (3) the conditions for obtaining the tender documents; and (4) a reply deadline that includes a date and time.

4. All Tenders shall be signed by a signing officer authorized to bind the bidder. ~~The Corporate Seal shall also be used on a bid if the bidder has one.~~
5. ~~A fee may be charged for the Tender Documents at the discretion of the department Director.~~ Interested bidders must be registered Bids and Tenders website which is available through ~~with the Municipality through the~~ Municipal website fees may apply as charged by Bids and Tenders .
6. The Tender Form as supplied by the Municipality through Bids and Tenders ~~must be used only online submissions are excepted., if applicable, shall be used.~~
7. ~~The tender must be legible, written in ink or by typewriter or computer.~~
8. All items must be bid, where stipulated, with the unit price for every item and other entries clearly shown.
9. The tender must not be restricted by a statement added to the form or a covering letter or alterations to the tender forms provided by the Municipality.
10. ~~All blank tender spaces on the forms must be filled in.~~
11. ~~A bidder's adjustments by telephone, fax or letter to a tender already submitted will not be considered, unless the bidder withdraws the tender and replaces it with a later bid submission by the deadline.~~
12. Any bid deposits, security or bonds, insurance and Workplace Safety and Insurance Board (WSIB) Clearance Certificates required shall be at the discretion of the department Director, and shall be specified in the tender document and shall be included with the submission as required. The amount of any bid deposits, security, bonds or insurance requirements will be determined by the Director, and specified in each bid request. These requirements are mandatory for bids for construction projects valued over ~~\$25,000~~ \$100,000.
13. ~~The tender documents shall clearly identify the requirements as well as the criteria that will be used for evaluating the bids. The methods of weighting and evaluating the criteria shall also be divulged in the tender documents.~~
14. The Department Director ~~or their designate~~ only shall address any questions or concerns, through the Bids and Tender/ Addendum feature. ~~in writing, from any potential bidder.~~
15. ~~A list of potential bidders, and their contact information, that have picked up/received tender documents shall be maintained by the Department Director in case they need to be notified of any changes or a cancellation. This process is not required if the quotation is advertised on the municipal website or some other process where the potential bidders are not required to come to a municipal facility to collect tender documents.~~
16. Suppliers shall be provided with a minimum of fifteen (15) calendar days from the date that the bid is called to submit a bid.
17. If it is specialized goods or services that are required, and there is only one (1) known supplier, on approval of the Chief Administrative Officer, the Director can proceed with obtaining a Tender from the supplier.
18. If it is specialized goods or services that are required, or there are a minimal number of known suppliers, the Director can send an Invitation

- to Tender, to a minimum of three (3) specific suppliers, ~~if possible; otherwise the formal Tender shall be posted on through Bids and Tenders the municipal~~ website, and notice of the Tender shall be posted on the municipal website ~~and advertised in the local newspaper and other methods as deemed appropriate by the Director.~~
- ~~19. All tenders shall be addressed to and received by the Purchasing Officer Liaison Person.~~
20. Any addendums, due date extensions, changes, etc., to a tender shall be ~~provided through the Bids and Tender/ Addendum feature in writing to potential bidders by the department Director by making potential bidders aware that any changes shall be posted on the municipal website in the case of public Requests for Tenders.~~ Changes to tenders can be issued up to forty-eight (48) hours prior to the tender closing.
21. The department Director shall be responsible to review the submitted tenders and verify that all specifications are met.
22. A department Director can proceed with the purchase in writing ~~with the assistance of the Purchasing Officer~~ if the acceptable tender satisfies all of the following: (1) is within budget; (2) is less than \$100,000; (3) all tender specifications are met; and (4) is the lowest acceptable tender, unless it is from one requested supplier due to the goods or services being specialized, as approved by the Chief Administrative Officer; otherwise, a report shall be prepared by the department Director ~~and Treasurer~~ to Council indicating the proposed action for Council's consideration and approval.
- ~~23. All bids shall be received through the Bids and Tender website. received shall be clearly identified on the sealed envelope including the name and address of the bidder, and if an envelope is provided by the Municipality it shall be used.~~
24. Any irregularities in tenders shall be dealt with in accordance with Section 11 and Schedule "C" of this Policy.
25. The Purchasing Officer shall be provided with and retain tenders received for a period of seven (7) years.

6.4 Proposals

"Proposal/Request for Proposal" (RFP) means an offer to provide goods or services to the Municipality where it is not practical to prepare precise specifications, or where "alternatives" to detailed specifications will be considered, which may be subject to further negotiation, and:

1. This process allows potential vendors to propose solutions to arrive at the end product and allows for evaluation of criteria other than price.
2. The procedures that apply to Formal Quotations and Tenders ~~as applicable~~ shall apply to Proposals ~~as applicable~~.

6.5 Requests for Information

Request for Information (RFI) is used to gather information, alternatives and options, and for budgeting purposes when a firm price is not necessarily available. This method may be used at the discretion of the department Director.

6.6 Expressions of Interest and/or Requests for Pre-qualification (EOI/RFPQ)

Expressions of Interest and/or Requests for Pre-qualification may be used to determine bidders interested in fulfilling a contract and to evaluate such bidders based on such criteria as reference checks, past performance, and financial liability in order to produce a short list of acceptable pre-qualified potential vendors. A reply to a Request for Expression of Interest and/or Pre-Qualification shall be required to be submitted by a designated date and time to the Liaison Person and shall be signed by the bidders signing authority to legally bind the bidder.

The procedures that apply to Formal Quotations or Tenders as applicable shall apply to Expressions of Interest and/or Requests for Pre-qualification. Any submissions shall be reviewed **a Director** and subsequently a Request for Quotation or Tender ~~Shall~~**may** be prepared for a short list to invited pre-qualified bidders.

6.7 Two Envelope Approach

This method of procurement may be used to procure goods and services where certain criteria is required and where such criteria is more important than cost (e.g. specifications). All documentation other than cost pertaining to the RFQ/RFT/RFP/EOI/RFPQ shall be submitted ~~in Envelope One (1) or as outlined in the Request documents.~~ **first through the Bids and Tenders initial bid. The cost estimate of the good or service shall be submitted in Envelope Two (2).** Then a second bid shall be submitted pertaining to cost estimate through the Bids and Tenders ~~Envelope One shall be opened and considered by the Municipality Director prior to the opening of Envelope Two~~ **The first bid shall be reviewed prior to receiving the second bid to allow for unbiased review of information prior to knowing the cost.**

~~The procedures that apply to Formal Quotations or Tenders as applicable shall apply to the Two Envelope Approach.~~

SECTION 7

WITHDRAWAL OF BID BY BIDDER

The following procedures apply to the withdrawal of all bids except informal quotations:

- ~~1. Requests for withdrawal of a bid shall be using the edit bid feature within Bids and Tenders Website. allowed if the request is made before the closing time for the bid to which the request for withdrawal applies.~~

- ~~2. Requests for withdrawal shall be in writing, signed by a senior official of the company/bidder and directed to the person who is the designated recipient for the bid to which the request for withdrawal applies.~~
- ~~3. Telephone or in-person requests for withdrawal will not be accepted.~~
- ~~4. Bids confirmed as withdrawn shall be returned unopened to the bidder.~~
5. The withdrawal of a tender does not disqualify a bidder from submitting another bid on the same bid request by the specified deadline.
6. Once the request for bid deadline is past there will be no withdrawal requests approved and the bids will be opened in accordance with this Policy.

SECTION 8

BID RECEIPT AND OPENING PROCEDURES

The following procedures apply to the receipt and opening of all bid requests except informal quotations, with exceptions as noted below:

- ~~1. Bids shall be received by the Director ~~Purchasing Officer~~ in case of Informal Quotations; ~~by the Director or Liaison Person, at the discretion of the Director in case of~~ Formal Quotations ~~and by the Director or Liaison Person~~ and for all other requests the Purchasing Clerk with post to Bids and Tenders Website and receive bids through the same website. The name and job title of the recipient are to be specified on Tender Documents, Envelopes received and advertisements, in addition to the mailing address.~~
- ~~2. Bids shall be opened in the order in which they were received; if two or more are received at the same time, those bids shall be opened in alphabetical order by bidder name.~~
- ~~3. Once the bid is opened, the envelope for each bid received will be kept with affixed to the applicable tender bid document received.~~
- ~~4. Bids received will have the date and time received written or stamped along with the recipient's initials in a conspicuous place on the envelope.~~
- ~~5. Bids not received by the date and time specified will be returned to the bidder unopened with a letter explaining the reason for it being returned, unless the tender has to be opened to obtain the bidder's return address.~~
- ~~6. Bids will be provided to the Purchasing Officer Director or Liaison Person, as applicable, to record bidder information, and to store in a secure location until the date and time the tenders are opened.~~
- ~~7. All bids, except Informal and Formal Quotations, shall be opened at a meeting open to the public on the same day that the request for bids closes at the time advertised and within two (2) hours after the request for bids closes.~~
- ~~8. Bids shall be opened by the Tender Opening Committee, solely for the purpose of recording the bids received and the amounts of the bids. Bid amounts so recorded shall not be determinative of any Award.~~
- ~~9. The Director or Liaison Person Purchasing Officer shall record the results of the Bid Opening and provide the record to the Tender Opening~~

~~Committee attendees Corporate Services Department for retention.~~

10. ~~The Department Director, the Treasurer and the Purchasing Officer Liaison Person or designates shall attend and participate in the Public Bid Openings. Any member of Council or its Committees and the public, as applicable, may attend but shall not participate.~~
11. The names of bidders and amounts only will be provided to anyone upon request.
12. Bid Deposits, with the exception of the two (2) lowest bidders will be returned within one (1) week, unless otherwise determined by the Director, after the tender opening. The deposits from the two (2) lowest bidders will be returned after award of the bid. Where terms and conditions of a bid required the execution of an agreement, the deposits of the two (2) low bidders will be returned upon execution of the agreement.

SECTION 9

BID REVIEW PROCEDURES

The following procedures apply to the review of all types of bids received except informal quotations:

1. The Department Director shall be responsible for establishing a Tender Evaluation Committee. ~~that shall consist of a minimum of (2) appropriate municipal staff, including the Treasurer and the department Director,~~ to review and evaluate the bids submitted and take the appropriate action in accordance with this Policy.
2. The Department Director may use the assistance of a consultant in reviewing bids as approved in accordance with this policy.
3. The Committee shall evaluate all bids received against specifications, terms and conditions, etc. The Director shall maintain a record of the evaluation process and results including any irregularities and a copy of the record shall be provided to the ~~Purchasing Officer Corporate Services Department~~ for retention and to Council ~~if~~ as required.
4. No member of Council, or any of its Committees, or anyone with a direct or indirect conflict of interest, may participate in the review, ~~or recommendation or approval~~ of tenders received.
5. Any Bid Irregularities will be handled in accordance with Section 11 and Schedule "C" of this Policy.
6. ~~In the event that two (2) or more tied or identical bids are received, the Bids shall be evaluated against the Principles and Goals in Section 3 of this Policy. In the event that two (2) are still tied or identical following such evaluation, the Director shall in the presence of the Treasurer toss a coin. The Award shall then be made to the winner of the coin toss and shall be recorded by the Director. In the event three (3) or more tied or identical bids remain following evaluation, the Director shall, in the presence of the Treasurer, conduct a lottery draw. The~~

~~Award shall then be made to the winner of the lottery and shall be recorded by the Director.~~

7. Details of results of bids shall be made available to the public ~~on Bids and Tenders Website. request in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* as amended.~~

SECTION 10

BID CANCELLATION AND REISSUING

This process applies to all bid requests.

10.1 BID CANCELLATION

1. A Director, with the concurrence of the Chief Administrative Officer, may cancel a bid request, in whole or in part, at any time up to contract award when in their opinion:
 1. The Bid Request document contains errors or omissions that would result in an unfair process if an award was made; or
 2. The goods or services are no longer needed; or
 3. All acceptable bids received exceed the budget for the acquisition or the market value and negotiating with the Lowest Acceptable Bidder is unlikely to yield an acceptable offer; or
 4. An opportunity arises and it is advantageous for the Municipality to buy from or tie onto another government contract; or
 5. A determination has been made that the bidding process has been compromised.
- ~~2. The Director will provide any notices of cancellation on Bids and Tenders Website. in the same publication or service originally used, stating that the contract has been cancelled. Advertisements giving Notices of cancellation shall include information on whether the bid will or will not be recalled at a later date.~~
- ~~3. Any supplier who received bid documents of which the municipality is aware shall be notified by fax or email of the cancellation of the bid request. In addition, prior notice of the mailing shall be given by telephone if practicable.~~
- ~~4. Any bids received will be documented and returned to the bidder either by regular or registered mail, or by collection in person by the bidder once the person has signed for the bid.~~
- ~~5. A Director shall ensure that the confidentiality of any bid submitted is maintained in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* as amended.~~

6. Bidders are solely responsible for any expenses they incur in preparing any bid and for subsequent negotiations with the Municipality, if any. If the Municipality elects to reject any or all bids or cancel the request for a bid at any time the Municipality will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

6.3 **REISSUING BID REQUESTS**

If a Bid Request has been cancelled, the Director, with the concurrence of **the CAO Council**, may **issue authorize the issuance of** a new Bid Request in respect of the acquisition by invitation to the original bidders or by **posting on Bids and Tenders Website. public advertisement.**

SECTION 11

BID IRREGULARITIES

Any Bid Irregularities shall be dealt with in accordance with this Section and the 'Bid Irregularities Summary' attached as Schedule "C" to this Policy.

A **bid irregularity** is a deviation between the requirements (terms, conditions, specifications, special instructions and any addenda) of a bid request and the information provided in a bid response.

A **"minor irregularity"** is a deviation from the bid request, which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. Errors in mathematical extensions are considered a minor irregularity. If the deviation is permitted or corrected, the bidder would not gain an unfair advantage over competitors. Staff may permit the bidder to correct a minor irregularity.

A **"major irregularity"** is a deviation from the bid request that affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the bidder could gain an unfair advantage over competitors. Staff must reject any bid that contains a major irregularity.

Directors, in consultation with the Chief Administrative Officer, shall be responsible for all action taken in dealing with bid irregularities and actions in accordance with the nature of the irregularity as follows:

- Minor irregularity (bidder may rectify)
- Major irregularity (automatic rejection)

SECTION 12

IN-HOUSE BIDS

Unless specifically directed by Council, the Municipality does not do in-house bids in the purchasing procurement process. ~~Any analysis of in-house bidding versus outsourcing i.vill be made prior to any procurement.~~

SECTION 13

DIRECT NEGOTIATION

This section applies to purchasing processes, as follows:

1. The Purchasing Officer, ~~and~~ Directors ~~and his/her designate~~, are authorized to negotiate directly with suppliers for Informal Quotations and Small Purchases.
2. Provided all other conditions of this Policy are met, Directors, in consultation with the Chief Administrative Officer, are authorized to enter into Direct Negotiation when:
 - The required goods and services are reasonably available from only one source by reason of the scarcity of the supply in the market or the existence of exclusive rights held by any supplier or the need for compatibility with goods and services previously acquired and there are no reasonable alternatives or substitutes.
 - The required goods and services with a value of \$25,000 or less are supplied by a particular supplier having special knowledge, skills, expertise or experience.
 - The goods and services are required as a result of an emergency that would not reasonably permit the use of a method other than Direct Negotiation.

Directors, on approval by Council, are authorized to negotiate with one or more bidders when:

3. The required goods and services will be additional to similar goods and services being supplied under an existing contract (i.e. contract extension or renewal).
4. An attempt to purchase the required goods and services has been made in good faith using a method other than Direct Negotiation under this Policy that has failed to identify a successful supplier and it is not reasonable or desirable that a further attempt to purchase the goods and services be made using a method other than Direct Negotiation.
5. The required goods and services with a value of more than \$25,000 are supplied by a particular supplier having special knowledge, skills, expertise or experience.

6. Only one (1) bidder has replied to a Request for a Bid.

In all cases of negotiation, there shall be no sharing of information about one bidder's information with another bidder.

SECTION 14

EXCLUSION OF BIDDERS IN LITIGATION

1. Council may, in its discretion, reject a bid submitted by a bidder if the bidder, or any officer or director of the bidder is or has been engaged, either directly, or indirectly through another corporation, in a legal action against the Municipality, its elected or appointed officers and employees in relation to:
 - Any contracts or services; or
 - Any matter arising from the Municipality's exercise of its powers, duties or functions.
2. In determining whether or not to reject a bid under this clause, the Municipality shall consider whether the litigation is likely to affect the bidder's ability to work with the Municipality, its consultants and representatives, and whether the Municipality's experience with the bidder indicates that the Municipality is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder.

SECTION 15

EXCLUSION OF BIDDERS DUE TO POOR PERFORMANCE:

1. Directors, or the Purchasing Officer as applicable, shall document evidence, and advise Council, in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions, ~~or~~ for Health and Safety violations or poor performance.
2. Council may, in consultation with the solicitor to the Municipality if deemed necessary, prohibit an unsatisfactory supplier from bidding for up to three (3) years.

SECTION 16

CO-OPERATIVE PURCHASING

1. The Municipality may participate with other government agencies or public authorities in co-operative purchasing when it is in the best interest of the Municipality.
2. The decision to participate in co-operative purchasing will be made by the ~~Purchasing Officer~~ or Director in concurrence with the Treasurer.
3. The policies of the government agency or public authority calling the co-operative bid are to be the accepted policies for the bid. The Municipality will not be held responsible for any policies regarding cooperative purchasing unless the policies used are its own.

SECTION 17

UNSOLICITED QUOTATIONS, TENDERS OR PROPOSALS

1. Unsolicited quotations, tenders or proposals ~~may~~ **shall** not be considered.
2. If it is determined that there is a legitimate need for the goods or services offered by way of an unsolicited offer, then the purchasing process shall be conducted in accordance with this Policy.

SECTION 18

BID SECURITY REQUIREMENTS

The following requirements are minimum security requirements, to be provided by bidders, at the bidder's expense, that are (1) minimum mandatory requirements for construction project bids over ~~\$25,000~~ **\$100,000** and can be increased at the discretion of the Director ~~or Treasurer~~; and (2) minimum mandatory requirements for bids, other than construction project bids, that may be required at the discretion of the Director.

18.1 Insurance Requirements

- ~~1.~~ Comprehensive General Liability Insurance on an occurrence basis for an amount not less than ~~one~~ **five** million (~~\$15,000,000~~) dollars and shall include the Municipality as additional insured with respect to the bidders operations, acts, and omissions relating to its obligations under the contract, and such policy shall include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses. ~~These sub coverages may be waived at the discretion of the Director.~~
2. Automobile liability insurance for an amount of not less than ~~two~~ **one** million (~~\$12,000,000~~) dollars on forms meeting statutory requirements covering all

- vehicles used in any manner in connection with the performance of the contract.
3. The policies shown above shall not be cancelled or permitted to lapse unless the insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of cancellation of the policy.
 4. The Municipality reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the Municipality may reasonably require.
 5. The successful bidder shall not commence work until such time as the required evidence of insurance has been filed with and approved by the Municipality. The successful bidder shall further provide that evidence of the continuance of said insurance if filed at each policy renewal date for the duration of the contract.
 6. The successful bidder shall indemnify and hold the Municipality harmless from and against any liability, loss, claims, demands, costs and expenses, including legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether wilful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

18.2 Workplace Safety and Insurance Board (WSIB) Requirements

1. The successful bidder shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form shall be furnished prior to commencement of work. The bidder further agrees to maintain their WSIB account in good standing through the contract period.
2. The Municipality may require the successful bidder to produce a WSIB Clearance Certificate from time to time during the contract on request and/or prior to final payment as deemed necessary by the Municipality.
3. If the successful bidder is a self-employed individual, partner or executive officer who does not pay WSIB premiums and is recognized by WSIB as an 'independent operator' a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required shall be provided to the Municipality prior to commencement of work.

18.3 Bid Deposit

For capital works projects over \$100,000 or as otherwise required by Directors, a minimum 10% of the value of the bid price shall be submitted with a bid in the form of a Bid Bond, Irrevocable Letter of Credit, Certified Cheque, Bank Draft and in Canadian Currency. No interest will be paid by the Municipality on bid deposits.

18.4 Letter of Agreement to Bond/Letter of Guarantee

An original Letter of Agreement from a bonding agency or Letter of Guarantee from a financial institution licensed to operate in the Province of Ontario shall be included with the bid confirming that if the bidder is successful the necessary

guarantee will be issued as required in Section 18.5 below. Letters of Agreement or Guarantee submitted must bear an original signature of the issuer and the bidder.

18.5 Executed Bond

1. The successful bidder will be required to submit to the Municipality a Performance Bond guaranteeing the full and faithful performance of the work, in a minimum amount of 50% of the bidder's price for projects over ~~\$100,000~~ ~~\$25,000~~.
2. The successful bidder shall further be required to submit to the Municipality a Labour and Material Payment Bond in a minimum amount of 50% of the bidder's price for projects over ~~\$100,000~~ ~~\$25,000~~.
3. The bonds noted in Sections 18.5.1 and 18.5.2 of this Policy shall be those issued by a Bonding Agency licensed to operate in the Province of Ontario - **OR** - an Irrevocable Letter of Credit from a recognized financial institution in a minimum amount of 50% of the bidder's price in a form acceptable to the Treasurer.
4. The successful bidder shall not commence work until such time as the requested Bond/Letter of Credit has been received and approved by the Treasurer.
5. The Irrevocable Letter of Credit or Bond shall act as guarantee that the successful bidder will perform the work as specified in the bid. If the successful bidder expressly or by implication refuses to recognize the contract in any way, the Municipality may terminate the contract immediately upon written notice and immediately draw upon the Irrevocable Letter of Credit or Bond as liquidated damages. Notwithstanding the above, the Municipality shall retain any other right it may have in law to claim for any and all damages which it may suffer as a result of a bidder's breach of the provisions set forth in the contract.

18.6 Ministry of Labour-Notice of Project Requirements

The contractor must provide a Notice of Project (NOP) to the Ministry of Labour (MOL) prior to starting certain projects, example bridges, that meet the standards set out in Section 6(1) of the *Regulation for Construction Projects O. Reg. 213/91*, and post and do additional notification requirements as required by MOL. Proof of this action taken shall be provided to the Municipality of Strathroy-Caradoc prior to commencement of the project.

SECTION 19

CREDIT CARD PROGRAM

The purpose of the Credit Card Program is to establish a more efficient and cost effective method of procuring and paying for small value goods and services purchased in accordance with this policy, as well as travel expenses, registration and

other corporate-related expenses up to the monthly maximum credit limit assigned to each card by the Treasurer.

Credit Cards shall be obtained for the Mayor, Chief Administrative Officer, Directors and other staff ("Cardholders") by the Treasurer as he/she deems appropriate. Cardholders shall use the Credit Card for purchases in accordance with the provisions of this policy.

The Treasurer shall determine and have assigned to each card allocated to a Cardholder the credit limits as follows:

1. the maximum authorization limit for a purchase; and
2. the maximum amount of purchases that can be charged to the card during a one-month cycle.

The credit card shall not be used to purchase or pay for personal purchases ~~or for cash advances.~~

When using credit cards, staff shall retain all receipts to confirm the entries on the credit card statement and to claim any tax rebates available. Any receipts shall be promptly given to the Purchasing Officer and are to be attached to the credit card statement when payment is made. Receipts include charge slips or cash receipts. For subscriptions, a copy of the renewal notice or initial subscription request is a receipt. If a receipt is lost, cardholders shall attempt to get a copy from the supplier. If it is impossible to get a copy, then the Cardholder is required to create one detailing the information required on a receipt that will be considered the authorized proof of purchase and have it signed by his/her supervisor.

All receipts shall include the following information:

- itemized description of goods or services purchased
- Supplier name
- Transaction date
- Transaction total
- GST/HST amount
- GST/HST Registration Number

The above information is required on the receipts to obtain any GST/HST credits and for audit purposes.

Any issues regarding the credit, such as lost card or inaccurate charge to card, shall be settled by ~~the cardholder or~~ the Treasurer with the Credit Card Company or supplier as applicable.

All credit card statements must be approved and submitted to the Purchasing Officer for payment in sufficient time that the payment can be processed and received by the supplier by the due date.

SECTION 20

DISPOSAL OF SURPLUS GOODS

The following procedures apply to the disposal of surplus goods, furniture, vehicles, etc. owned by the Municipality by sale, trade-in, auction, alternative use, gift or destruction. Department Directors shall review their department's assets at least annually to determine their surplus assets, and:

1. An itemized list of assets no longer needed by his/her department shall be provided to the Purchasing Officer.
2. The Purchasing Officer will circulate the list and offer the items to the other departments for their use.
3. In the event that any such goods are no longer needed for municipal purposes arrangements for disposal shall be made by the ~~Treasurer~~ ~~Purchasing Officer~~.
4. ~~If any item has an estimated value less than \$250 it shall be offered to staff first by way of internal bid and the highest bidder shall be allowed to purchase it.~~
5. Any vehicles deemed surplus shall be used as trade-ins for replacements or shall be sold by auction or other public method by the Treasurer ~~at the discretion of the Manager in charge of fleet services or Director as applicable~~ and the disposal shall be arranged by the ~~Treasurer Manager or Director~~.
6. Any items that have an estimated value greater than \$250, except vehicles as noted above, shall be offered to the public ~~by sealed bid and advertised in the local newspaper and on Gov Deals Website through the municipal website, in accordance with the Formal Quotation provisions of this Policy. The goods may also be disposed of by way of auction at the discretion of the Treasurer.~~ The highest bidder shall be offered the surplus good(s) and shall pay the bid amount to the Treasurer.
7. Any monies received from the sale of a surplus good shall be allocated to the appropriate general ledger account by the Treasurer, ~~except rolling stock that will be allocated to the Fleet Reserve.~~
8. ~~When a public offering process is unsuccessful in disposing of surplus goods, disposal of the goods shall be offered to a recognized local charitable organization registered with Canada Revenue Agency.~~
9. If a public sale ~~or offer to a recognized charitable organization~~ is unsuccessful then disposal shall occur by transportation to the appropriate disposal facility to be arranged by the ~~Treasurer Director as applicable~~.

SECTION 21

DEALING WITH COMPLAINTS AND PROTESTS

The following procedure shall apply when dealing with complaints ~~and protests~~ about purchasing matters:

1. A verbal or written complaint ~~or protest~~ shall first be handled by the Purchasing Officer ~~or~~ Director as applicable and he/she shall attempt to resolve the complaint.
2. If the complaint is not resolved to the satisfaction of the complainant, a written complaint ~~or protest~~ shall be received by the CAO. The CAO shall meet with the applicable Director to review the concerns addressed by the complainant ~~and they~~ ~~The CAO and the applicable Director~~ shall then meet with the complainant to discuss their findings. If the complaint is determined to be valid the CAO will prepare a report to Council for its consideration explaining the details of the complaint, including a recommendation to resolve the issue, and Council's decision is final.
3. Attempts will be made to resolve all complaints with within thirty (30) days of receipt of the complaint.

SECTION 22

ACCESSIBILITY

When procuring goods, services and facilities, the Municipality of Strathroy-Caradoc (Municipality) will comply with the requirements of the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001, the Accessibility for Ontarians with Disabilities Act, 2005, and its associated standards enacted through regulation. The Municipality will integrate appropriate accessibility design, criteria and features into the purchasing process.

Where is it not practicable to incorporate accessibility design, criteria and features, the Municipality will prepare an explanation as to why accessibility is not included, and provide this information to the public upon request.

In accordance with Section 6 of Ontario Regulation 429/07 (Accessible Standards for Customer Service) and Section 7 of Ontario Regulation 191/11 (Integrated Accessibility Standards Regulation), the contractor is responsible to ensure that all of its employees and volunteers are adequately trained. The Municipality may request training logs from contractors.

The Guide to Accessibility Requirements for purchasing goods, services and facilities for Strathroy-Caradoc is attached as Schedule "D".

Where a third party is retained for services, the contractor shall ensure that any information, products, deliverables and/or communications (as defined in the Integrated Regulation) produced pursuant to the Contract shall be in conformity with a minimum World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and shall be provided in accessible Word, Excel, PowerPoint, PDF, etc.

Successful tenderers and bidders who will be supplying a service to the Municipality shall, before proceeding, sign the Accessibility Regulations for Contracted Services, a copy of which is attached as Schedule "E".

Any changes to the Accessibility documents can be changed by the Treasurer without amendment to this Policy provided the amendment satisfy the intention of the legislation.

SECTION 23

EMERGENCY PURCHASES

As the result of an emergency the following actions are authorized:

1. During the emergency: (1) the CAO or requesting Department Director ~~or designate~~ shall approve the purchase of goods and/or services deemed necessary to remedy the emergency; (2) the purchase shall take place by the most expedient and economical means given the relevant circumstances; (3) the Treasurer shall be responsible for tracking purchases during emergencies; and (4) the Purchasing Officer will provide assistance when requested to expedite any purchasing necessary to deal with the emergency.
2. As soon as possible after the emergency, where the purchases would normally be subject to a competitive process a report shall be prepared by the Treasurer explaining the action taken and reasons therefore and an itemized list of purchases and a total of the costs incurred and the Report shall be submitted to Council.

SECTION 24

CAPITAL FACILITIES FINANCE LEASING POLICY AND PROCEDURE

24.1 DEFINITIONS:

"Lease" is an Agreement allowing one party, the Lessee (the Municipality of Strathroy-Caradoc) to use the assets of another party, the lessor, for a stated period of time.

"Financing Lease" is a lease allowing for the provision of municipal capital facilities if the lease may or will require payment by the municipality beyond the term for which the Council was elected.

"Municipal Capital Facilities" include land, as defined in the Assessment Act, works, equipment, machinery, buildings and related systems and infrastructures.

"Material Impact" means costs or risks that significantly affect, or would reasonably be expected to have significant effect, on the debt and financial obligation limit prescribed by legislation and regulation.

24.2 POLICY AND PROCEDURE:

It is not the practice of the Municipality to enter into a Financing Lease Agreement for capital infrastructure, works or expenditures; however, the Council ~~of the Municipality of Strathroy Caradoc~~ may wish to enter into an Agreement under Section 110 (1) of the Municipal Act, 2001, and applicable regulations, for the provision of municipal capital facilities.

24.2.1 Where leasing is required to acquire municipal capital facilities any or all of the following conditions shall apply as applicable:

- a) the municipal capital facility cannot be purchased;
- b) the lease arrangement does not require down payments, provides financially attractive interest rates, and/or financially attractive annual payments;
- c) the risk of obsolescence on the leased asset rests with the lessor;
- d) the leased asset is required for an emergency;
- e) the leased asset has a high purchase value and is not required on an ongoing basis; and
- f) leasing arrangements have been approved in accordance with this Policy.

24.2.2 Finance Leasing to acquire municipal facilities which may or will require payment by the Municipality beyond the term for which Council is elected and will result in a material impact requires the following:

- a) The Treasurer will prepare a report, in conjunction with the applicable Department Director, in accordance with any regulations, assessing the costs and risks associated with lease including the following if applicable:
 - i) comparison of costs and risks with other forms of financing;
 - ii) statement of effective rates, and possible rate variances and calculations;
 - iii) statement and recommendations regarding contingent payments that might be material;
 - iv) summary of assumptions regarding rate variances or contingent payments;

- b) obtain legal and financial advice, independent of the Treasurer;
- c) a bylaw authorizing the financing lease; and
- d) the lease has a schedule of all fixed amounts of payments, if any, required under the lease and that may be required under any possible extensions or renewals of the lease.

24.3 LEASING TO ACQUIRE MUNICIPAL CAPITAL FACILITIES:

- a) That may or will require payment by the Municipality beyond the term for which Council was elected, but will not result in a material impact, or
- b) that will not require payment by the Municipality beyond the term for which Council was elected, but will result in a material impact, or
- c) that will not require payment by the Municipality beyond the term for which Council was elected, and will not result in a material impact, are authorized by this policy.

Any lease with annual payments of \$50,000 or more regardless of the term of the lease require approval of Council unless Council has delegated otherwise .

Department Directors shall apply the principle, limits and approval process as contained in the Municipality's purchasing and procurement policy, as practicably as possible.

24.4 ANNUAL REPORT OF THE TREASURER

Once each fiscal year the Treasurer shall provide a report to Council listing all Financing Leases whether they have a material impact or not. Such report will include:

- a) value of leases as a proportion of long term debt;
- b) an opinion of the Treasurer on adherence to the Municipality's policy.

SECTION 25

POLICY REVIEW

The Purchasing Policy shall be reviewed by the Treasurer, or designate, ~~staff member(s) designated by CAO~~ at least once per term of Council ~~every two (2) years~~ or more frequently, if deemed necessary by the ~~Treasurer~~ ~~CAO~~.

SECTION 26

POLICY EFFECTIVE DATE

This Purchasing Policy is effective on the date it is approved by bylaw of Council.

SECTION 27

REPEAL

This Purchasing Policy repeals ~~previous the~~ Purchasing and Procurement ~~Policy Policies~~ approved by the Council of the ~~Municipality Township~~ of Strathroy-Caradoc ~~on December 6th, 2004 and any other related Policies approved previously by the former Town of Strathroy and the former Township of Caradoc.~~

Schedule "A" to Purchasing Policy

SUMMARY OF PURCHASING METHODS

This Summary is a quick reference guide only and reference shall be made to the applicable section of the Policy for details.

| DOLLAR VALUE | PURCHASE METHOD | APPROVAL REQUIRED | PURCHASE EXECUTED BY |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------------------------------|
| < \$10,000 | Cheque requisition; Line of credit; Corporate credit card by director or other assigned cardholder to limit; Petty cash; 3 informal quotations, if possible. | Director | Purchasing Officer, Director, or department employee with approval of Director. |
| \$10,000 to \$25,000 | Formal quotation. Invitation for Quotation to at least 3 suppliers, if possible, or one supplier if goods or services are specialized. | Director, subject to certain conditions (see Section 6.2.13) | Director, Treasurer, Purchasing Officer as required. |
| > \$25,000 to \$100,000 | Tenders. | Director, subject to certain conditions (see Section 6.3.22) | Director, Treasurer, Purchasing Officer as required. |
| > \$100,000 | Tenders. | Council | Director, Treasurer, Purchasing Officer as required. |

Other:

Requests for Proposals can be used when it is not practical to prepare precise specifications, or where "alternatives" to detailed specifications will be considered, which may be subject to further negotiation. See Section 6.4 of this Policy.

Expressions of Interest Requests and/or Requests for Pre-qualification may be used to determine bidders interested in fulfilling a contract and to evaluate such bidders based on such criteria as reference checks and past performance in order to produce a short list of acceptable pre-qualified potential vendors. See Section 6.6 of this Policy.

Schedule "B" to Purchasing Policy

GOODS AND SERVICES EXEMPT FROM PROVISIONS OF THE PURCHASING POLICY

1. **Petty Cash Items**
2. **Training and Education – Staff and Council**
 - a) Conferences
 - b) Courses
 - c) Conventions
 - d) Memberships
 - e) Seminars
 - f) Periodicals
 - g) Magazines
 - h) Training
 - i) Development
 - j) Workshops
 - k) Subscriptions
3. **Reimbursable Expenses** - receipts must be submitted.
 - a) Meal allowances
 - b) Travel and hotel accommodation
 - c) Mileage
 - d) Parking expenses
 - e) Reimbursable wages
 - f) Other related expenses
4. **General Expenses**
 - a) Payroll deduction remittances
 - b) Licenses (vehicles, elevators, radios, etc.)
 - c) Debenture payments
 - d) Grants to agencies
 - e) Legal and insurance settlements
 - f) Legal fees and other professional services related to a legal matter
 - g) Tax remittances
 - h) Charges to/from other Government or Crown Corporations
 - i) Freight charges
 - j) Other related expenses
5. **Utilities**
 - a) Postage
 - b) Water and sewer charges
 - c) Hydro charges
 - d) Internet connectivity charges
 - e) Cable television charges

- f) Telephone charges
 - g) Natural gas/propane charges
- 6. Advertising**
- a) Classified advertising (such as help wanted, sales, etc.)
 - b) Display advertising (such as events notices)
 - c) Public tender advertising
- 7. Purchase of Real Estate** – including any related costs
- 8. Sole Source Procurement** defined as follows:
- a) Purchases to ensure compatibility with existing products, security, to protect exclusive rights such as copyrights, patents or exclusive licenses, or for the maintenance and repair of specialized equipment that must be carried out by the manufacturer or its representative.
 - b) Where the carrying out of work by a contractor other than the contractor who did the original work will nullify the guarantees held.
 - c) Work that involves the construction or renovation of rental buildings or parts of rental buildings when the work is being carried out by the lessor of the building.
 - d) Purchases of goods already the subject of a lease-purchase agreement where payments are partially or totally credited to the purchase.
 - e) In the absence of tenders in response to a call for tenders made in accordance with the Purchasing Policy.
 - f) Requests for Formal Quotations, Tenders or Proposals when there is only one (1) known provider of specialized goods or services as approved by the CAO.
- 9.** Any payments required to be made by the Municipality under statutory authority.
- 10.** Emergencies as defined in the Emergency Management and Civil Protection Act, RSO 1990, c. E9 as amended.
- 11.** Any other minor goods or services deemed reasonable by the Treasurer
- 12.** Any purchase of goods or services specifically authorized by resolution of Council to be exempt from this purchasing policy.

Schedule "C" to Purchasing Policy

BID IRREGULARITIES SUMMARY

| ITEM | IRREGULARITY | RESPONSE |
|------|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Late Bids | Automatic rejection; not read publicly and returned unopened to bidder with covering letter explaining why it was returned; if no return address is on envelope it shall be opened, return address obtained and returned with covering letter stating why it was returned and why it was not returned unopened |
| 2 | Unsealed envelopes, if bid is required to be sealed | Automatic rejection; not read publicly and returned to bidder |
| 3 | No bid security or agreement to bond when requested | Automatic rejection |
| 4 | Deposit cheque not submitted when requested | Automatic rejection |
| 5 | Cheque submitted but not certified | 2 business days following bid opening to rectify |
| 6 | Amount on deposit cheque incorrect | 2 business days following bid opening to rectify |
| 7 | All required sections of bid documents not completed | Automatic rejection unless in the opinion of the Director in conjunction with the Chief Administrative Officer the incomplete nature is minor and does not effect the total price |
| 8 | Failure to execute Agreement to Bond or Bonding Company corporate seal or signature missing from Agreement to Bond | Automatic rejection |
| 9 | Failure to execute Bid Bond by bidder and Bonding Company | Automatic rejection |
| 10 | Failure to provide a letter of agreement to bond where required | Automatic rejection |
| 11 | Bids not completed in black or blue ink, typewritten or automated printers | Automatic rejection |
| 12 | Incomplete, illegible or obscure bids | Automatic rejection |
| 13 | Bids that contain additions not called for | Automatic rejection |

| | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14 | Failure to attend mandatory site visit when requested | Automatic rejection |
| 15 | Bids received on documents other than those provided, or requested, in the Tender, if applicable | Automatic rejection |
| 16 | Pricing or signature pages missing | Automatic rejection |
| 17 | Part bids (all items not bid) | Acceptable unless a complete bid has been specified in the request. |
| 18 | Documents in which all necessary addenda have not been acknowledged | Automatic rejection |
| 19 | Bids received in envelopes other than the tender envelopes supplied or improper label used | Acceptable if officially received on time and the project for the bid can be properly identified without opening it |
| 20 | Failure to insert the bidder's business name in the spaces provided in the form of tender | Automatic rejection |
| 21 | Conditions placed by bidder on the Total Contract Price | Automatic rejection |
| 22 | Qualified bids (bids qualified or restricted by an attached statement) | Automatic rejection, unless in the opinion of the Director and the Chief Administrative Officer the qualification or restriction is not significant and does not effect the total price. |
| 23 | Corporate Seal or signature missing in the bid. | 2 business days to rectify |
| 24 | Corporate Seal and signature missing in the bid. | Automatic rejection |
| 25 | Bids containing minor obvious clerical errors | 2 business days to correct and initial errors |
| 26 | Bids containing minor mathematical errors | 2 business days to correct and initial errors. The Municipality reserves the right to waive initialling and accept bid. |
| 27 | Un-initialled changes to the request documents that are minor (e.g. the bidder's address is amended by overwriting but not initialled) | 2 business days to correct and initial errors. The Municipality reserves the right to waive initialling and accept bid |
| 28 | Unit prices in the schedule of prices have been changed but not initialled | 2 business days to correct and initial errors. The Municipality reserves the right to waive initialling and accept bid |

| | | |
|----|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 29 | Other mathematical errors which are not consistent with the unit prices | 2 business days to initial corrections. Unit prices will govern. |
| 30 | Pages requiring completion of information by bidder is missing | Automatic rejection |
| 31 | Any other irregularity | The above list of irregularities should not be considered all-inclusive. The Director in conjunction with the Treasurer Chief Administrative Officer shall review any irregularity not listed above and, acting in consensus, shall have authority to: (1) determine whether the irregularity is minor or major; (2) waive a minor irregularity or grant two business days for such irregularity to be initialled; (3) reject the bid if they agree the irregularity is major; or (4) refer the irregularity to Council for decision. |

Schedule "D" to Purchasing Policy



**Guide to Accessibility Requirements
for purchasing goods, services and facilities**

**Integrated Accessibility Standards Regulation – Ontario Regulation 191/11
made under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA)**

“One in seven people in Ontario have a disability. Over the next 20 years, that number will rise as the population ages”.

Source: Ministry of Community and Social Services, Making Ontario Accessible

What is my responsibility as an employee of Strathroy-Caradoc?

Your responsibility as an employee of Strathroy-Caradoc is to incorporate accessibility criteria and features when purchasing goods, services or facilities and when designing, procuring or acquiring self-service kiosks. This is in accordance with section 5 and 6 of the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11).

Goods, services or facilities that are not accessible may deny people the opportunity to become employees, service users or engaged citizens!

Whether purchasing computers, office equipment, self-service kiosks, renovating a building, purchasing a facility, etc.... accessibility criteria must be considered.

“70 % of disabilities are non-visible”.

Source: Ministry of Community and Social Services, Making Ontario Accessible

What are disabilities and barriers?

Sometimes when people think of disabilities, they usually think about someone who is using a wheelchair; however, there are many other disabilities and barriers to participation that are both visible and non-visible.

Accessibility for Ontarians with Disabilities Act definitions:

Disability:

1. any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,
2. a condition of mental impairment or a developmental disability,
3. a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
4. a mental disorder, or
5. an injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997*.

Barrier:

Anything that prevents a person with a disability from fully participating in all aspects of society because of his or her disability, including a physical barrier, an architectural barrier, an information or communications barrier, an attitudinal barrier, a technological barrier, a policy or practice, ("obstacle")

Accessibility:

A general term used to describe the degree of ease that something (e.g. device, service environment) can be used and enjoyed by persons with a disability. The term implies conscious planning, design and/or effort to ensure it is barrier-free to persons with a disability, and by extension, highly usable and practical for the general population as well.

Before you purchase... ask yourself:

- Can a person with a disability use this good, service or facility?
- What are the barriers?
- Can someone with a disability use the facility you are planning to acquire, as easily as a person without a disability?
- Will the good, service or facility adapt to the needs of an individual with a disability?
- Will the good, service or facility be used by members of the public or by employees?
- What are the appropriate accessibility criteria and how can they be incorporated into the procurement process?
- Does the product meet ergonomic standards and can it be customized to meet a variety of needs?
- Are your brochures, handouts and information accessible for people with visual impairments or a learning disability?

Some criteria to consider when purchasing services:

- Has the service provider provided their staff with accessible customer service training, as required under the Accessible Customer Service Standard?
- Can the service provider accommodate the needs of people of all abilities?
- Will the company use accessible signage, audio and/or print materials?
- Does the company have an accessible website?
- Can the service provider accommodate the needs of people of all abilities?

Some criteria to consider when purchasing facilities:

- Can someone using a mobility aid, like a wheelchair or walker get around the facility?
- Are signs placed at an accessible height?
- Is a ramp provided to the main entrance? Or is there only stairs?
- Is there enough accessible parking?
- Are there accessible washrooms?

Give yourself time to make a purchase. Sometimes finding the right accessible good, service or facility takes time.

What if I can't find an accessible option?

If you can't find a good, service or facility that meets your needs, look for ways to make it more accessible. If someone asks, you must explain why the option you chose isn't accessible.

If you determine that it is technically infeasible, or not "practicable" to incorporate accessibility criteria and features, fill out Form A and send it to the Accessibility Coordinator.

What resources should I consider for the built environment?

When purchasing items related to the built environment, staff should consult the following:

- City of London – Facility Accessibility Design Standard
- City of Markham – Accessibility Design Guideline
- Ontario Building Code – Barrier Free Section

What about print material or online documents?

Documents created, adapted or otherwise presented on behalf of Strathroy-Caradoc shall be developed in accordance with the Accessible Digital Office Document manual. When posting documents on the Municipality's website, staff must ensure compliance with the Web Content Accessibility Guidelines.

Accessible formats may also be requested. Accessible formats include, but are not limited to: Braille, audio, plain language, accessible documents that are compatible with screen reading software.

What if I'm purchasing the services of a consultant?

Consultants who may facilitate a public open house or otherwise seek/receive feedback on behalf of the Municipality shall ensure that all communication, equipment and materials take into account a person's disability so that all in attendance may participate equally as outlined in the AODA legislation. This includes but is not limited to:

- Communicate in a format that allows an individual to receive information in an alternate format;
- Holding events in venues that are physically accessible;
- During events be prepared to provide ASL interpreter services;
- Understand emergency evacuation procedures and be ready and willing to provide assistance to event.
- Ensure that the event aligns with the Municipality's Accessibility for Ontarians with Disabilities Act policies and procedures.

When obtaining a third party:

In accordance with the AODA legislation the Supplier (Third Party Provider) must ensure appropriate employees have completed the following:

- Serve-Ability: Transforming Ontario's Customer Service and;
- Access Forward: Training for an Accessible Ontario

Suppliers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. The suppliers are to ensure that this information is available, to the municipal contact, any time during the Term of the Contract.

How can I make a self-serve kiosk accessible?

The Integrated Accessibility Regulation requires that accessibility features be incorporated when designing, procuring or acquiring self-service kiosks.

A kiosk is defined in this legislation as an interactive electronic terminal, including a point-of-sale device, intended for public use that allows users to access one or more services or products or both. The vendor/supplier must demonstrate how the kiosk will comply with the Integrated Accessibility Regulation.

What should I know about technology?

Staff should demonstrate that the purchase is compliant with the Web Content Accessibility Guidelines 2.0 as per the Integrated Accessibility Regulation.

For more information, staff should consult the Accessibility Coordinator or the Joint Accessibility Advisory Committee.

For more information....

- Learn more about the Accessibility for Ontarians with Disabilities Act at [Ontario.ca/AccessON](https://www.ontario.ca/AccessON)
- To learn about how to prevent barriers to accessibility in a wide range of goods, services and facilities, visit <https://www.ontario.ca/page/accessibility-rules-procurement>
- Incorporate accessibility criteria in all stages of your procurement practices, including writing and assessing tenders at the [Centre for Excellence and Universal Design](#).
- Checklist to ensure your meeting is accessible:
https://www.dmvote.ca/uploads/ck/files/omssa_guide_2_en.pdf

Schedule "E" to Purchasing Policy

CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES

In accordance with the Ontario Regulation 429/07, Accessibility Standards for Customer Service and Ontario Regulation 191/11, the Integrated Accessibility Standards Regulation, the Municipality of Strathroy-Caradoc is required to train all third parties or persons who provide goods, services or facilities on behalf of the organization.

Contracted employees, third party employees, agents and others who deal with the public on behalf of the Municipality of Strathroy-Caradoc must meet the requirements of the above-noted Regulations with regard to training.

Training for the aforementioned regulations can be accessed online at the following website addresses:

- Serve-Ability: Transforming Ontario's Customer Service
https://www.ocapdd.on.ca/Forms/Volunteer/SAE/HTML_Eng/index.html
- Access Forward: Training for an Accessible Ontario – www.accessforward.ca
- Ontario Human Rights Code –
<http://www.ohrc.on.ca/en/learning/working-together-code-and-aoda>

Contracted services suppliers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. The suppliers are to ensure that this information is available to the Municipality of Strathroy-Caradoc any time during the term of the Contract.

I acknowledge the aforementioned accessibility regulations and that my company staff and any subcontractors have received the above training.

Company name:

Authorized official:

Signature

Print Name

Title

Date: _____

Schedule "F" Bids and Tenders Guide

VENDOR GUIDE
BIDS & TENDERS

651 Colby Drive, Waterloo ON N2V 1C2
1-800-594-4798

support@bidsandtenders.ca

www.bidsandtenders.ca

TABLE OF CONTENTS

BIDS AND TENDERS - VENDOR GUIDE.....1

- HOMEPAGE** 3
- BID STATUS DESCRIPTIONS**..... 3
- BENEFITS TO CREATING AN ACCOUNT** 4
- EBIDDING** 4
- AUTOMATED NOTIFICATIONS** 4
- CREATING AN ACCOUNT**..... 5
- ORGANIZATION DETAILS**..... 6
- BECOMING AN EMERGENCY VENDOR**..... 6
- SUBSCRIBE TO BID CATEGORIES** 7
- CONTACT INFORMATION**..... 7
- FINISH CREATING ACCOUNT** 8
- LOGIN TO YOUR ACCOUNT** 9
- FORGOT PASSWORD**..... 12
- CHANGE ACCOUNT DETAILS** 14
- CHANGE PASSWORD**..... 16
- LOGOUT** 17
- SEARCH FOR BID OPPORTUNITIES** 18
- BID STATUS DESCRIPTIONS**..... 18
- BID DETAILS** 19
- REGISTER FOR A BID** 21
- SUBMITTING A BID ONLINE** 24
- ERRORS WITH BID SUBMISSION** 38
- EDITING YOUR BID SUBMISSION**..... 41
- WITHDRAWING YOUR SUBMISSION** 43
- FREQUENTLY ASKED QUESTIONS - ONLINE BID SUBMISSIONS**..... 47
- WHAT IS AN ONLINE BID SUBMISSION?** 47
- WHAT FILE TYPES ARE SUPPORTED?**..... 47
- WHAT DO I NEED TO INCLUDE IN MY BID PACKAGE?**..... 47
- IS THERE A SIZE LIMIT TO THE FILES I CAN UPLOAD?**..... 47
- MY FILES SIZE IS OVER 500MB, WHAT CAN I DO?**..... 47
- HOW LONG WILL IT TAKE TO UPLOAD MY BID?** 47
- WHY WILL MY BID NOT SUBMIT?** 47
- HOW DO I KNOW THAT MY BID HAS BEEN SUCCESSFULLY SUBMITTED?**..... 47
- ONCE I'VE SUBMITTED MY BID, CAN I MAKE CHANGES?**..... 48
- DOES THE PURCHASING ENTITY HAVE INSTANT ACCESS TO MY BID?** 48
- CAN OTHER VENDORS SEE THAT I'VE SUBMITTED A BID?** 48

HOMEPAGE

On the Bid Opportunities homepage, you can search for and view current online bid opportunities. Search by typing in keywords and selecting a bid status.

The screenshot shows the 'Bids & Tenders' homepage. At the top, there is a blue header with the logo. Below the header, the main content area is titled 'Bid Opportunities'. There are links for 'Bids Homepage', 'Create Account', and 'Login'. A paragraph explains that the site allows potential bidders to create an account and search for opportunities by commodity code. Below this, there are 'Login' and 'Create Account' buttons. A search criteria box contains a text input for 'Keyword(s):' with the placeholder 'Search by keywords ...' and a dropdown menu for 'Status:' set to 'Open'. There are 'Search' and 'Clear' buttons. Below the search box is a 'Search Results' table with the following data:

| Bid Name | Bid Status | Bid Closing Date | Days Left |
|----------------------|------------|------------------------------|-----------|
| 12345 - test dialog2 | Open | Fri July 31, 2015 3:00:00 PM | 14 |

At the bottom of the search results, there is a 'Register as a Plan Taker' button and links for 'Bid Details' and 'Plan Takers'.

BID STATUS DESCRIPTIONS

| Status | Description |
|-----------|----------------------------------------------------------------------------------------|
| Open | The bid is open and vendors can view/submit bids through the website |
| Closed | The bid has been closed and vendors can no longer process a submission or register for |
| Awarded | The bid opportunity was awarded to a vendor(s). |
| Cancelled | The bid opportunity was cancelled by the purchasing entity. |

Once a bid has closed, you can view the results by choosing the closed status or awarded stats. (Note: not all agencies will publically post the results)

BENEFITS TO CREATING AN ACCOUNT

The website is intuitive and responsive, and will simplify the procurement process for vendors who wish to view and bid on opportunities. Once you register as a vendor, you can download bid documents, submit bids online and receive numerous automated email notifications from the system to keep you up-to-date and informed.

Some of the acclaimed new key features available to vendors include:

- Unlimited access to register for all bid opportunities
- Unlimited use of online submissions, document downloads and addenda notices
- Unlimited category subscription for bid matching
- Instant access to bid results
- Customized vendor dashboard that allows quick access to active opportunities and bid history
- Self-serve profile management
- Ability to add up to 10 contacts to your account
- Ability to register for the Emergency Contact database
- Ability to view all bids by status
- Ability to view details of bids including plan takers, bids submitted and award details

EBIDDING

The new system will allow vendors to submit their bids online in a safe and secure environment.

Some highlights of the eBidding system include:

- Streamlined, fully online process to submit bids
- Bidding anytime and anywhere, 24 hours a day, 7 days a week, 365 days a year
- Built in Bid Compliancy Checker for 100% compliant bids
- Digital / electronic bonding
- Online Addendum notices and acknowledgement
- Virtual Public Openings/instant access to unofficial bid results
- No more late bids – always online, always accessible
- No more calculation errors – all calculations are done automatically
- Reduces amount of effort required from the bidders
- Allows bidders to preview bid documents prior to registering
- Eliminates exclusion of submissions due to geographical location of bidders
- Provides bidders with the flexibility to modify and withdraw bids in advance of the closing date from the comfort of their own computers, from anywhere in the world

AUTOMATED NOTIFICATIONS

Bids & Tenders e-procurement provides Automated Notifications to Vendors, including:

- New bid opportunity notices

- Addendum notices
- Bid meeting/site meeting notices and reminders
- Bid submission reminders 48 hours/24 hours before closing
- Bid result notification

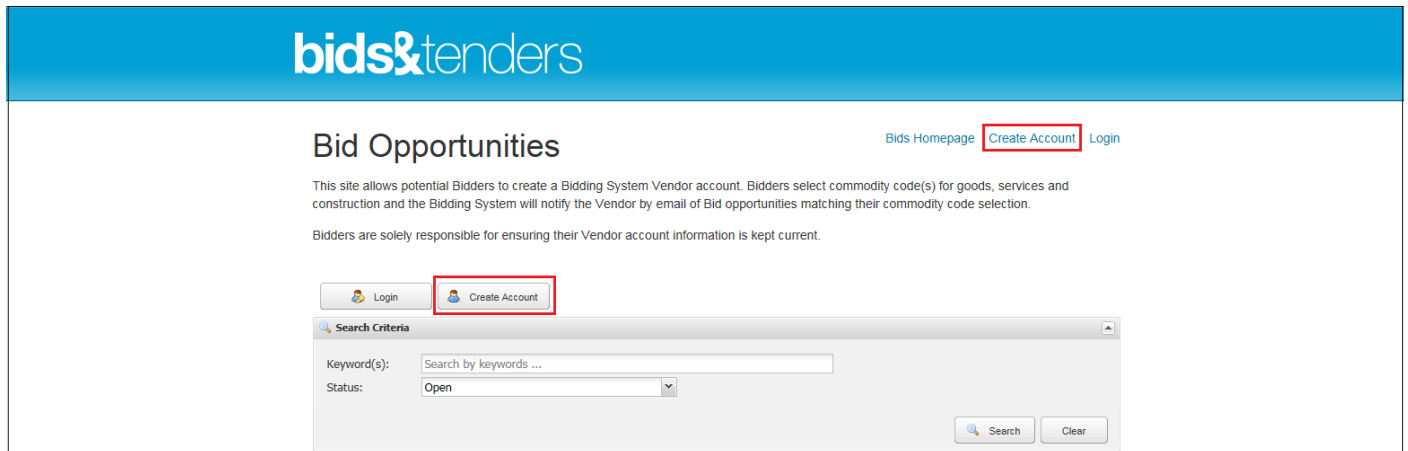
Bids & Tenders is powered by [eSolutionsGroup](#) Limited, a Canadian -based digital solutions firm. eSolutionsGroup created Bids & Tenders with simplicity, convenience and vendor benefits in mind, with the lasting objective of building and maintaining the easiest, most transparent, cost efficient and limitless procurement program available today and tomorrow.

For more information on [Bids & Tenders](#), visit the product information page on the eSolutionsGroup website.

If you require any technical assistance in creating an account, please contact us at support@bidsandtenders.ca

CREATING AN ACCOUNT

Click the Create Account button on the bid opportunities homepage.



ORGANIZATION DETAILS

Fill out the fields under the Organization Details Section. Fields with a red asterisk (*) are required fields and must be filled out to successfully create your account.

bids&tenders

Bid Opportunities - Create Account [Bids Homepage](#) [Create Account](#) [Login](#)

Organization Details

Company Name: *

Address 1: *

Address 2:

Country: *

Province / State: *

City: *

Postal Code / Zip Code: *

Fax:

Website:

HST#:

BECOMING AN EMERGENCY VENDOR

In the event of an emergency, the Procurement Department is developing a Vendor Emergency Contact List. They are interested in receiving emergency contact information that would be useful during an emergency. This is not a commitment to purchase.

If you would like to be included in the Vendor Emergency Contact List, please click the Yes button. If you would not like to be included in the Vendor Emergency Contact List, click the No button.

If you clicked yes, fill in the specific emergency contact information in the Contacts section.

Would you like to be an Emergency Vendor?

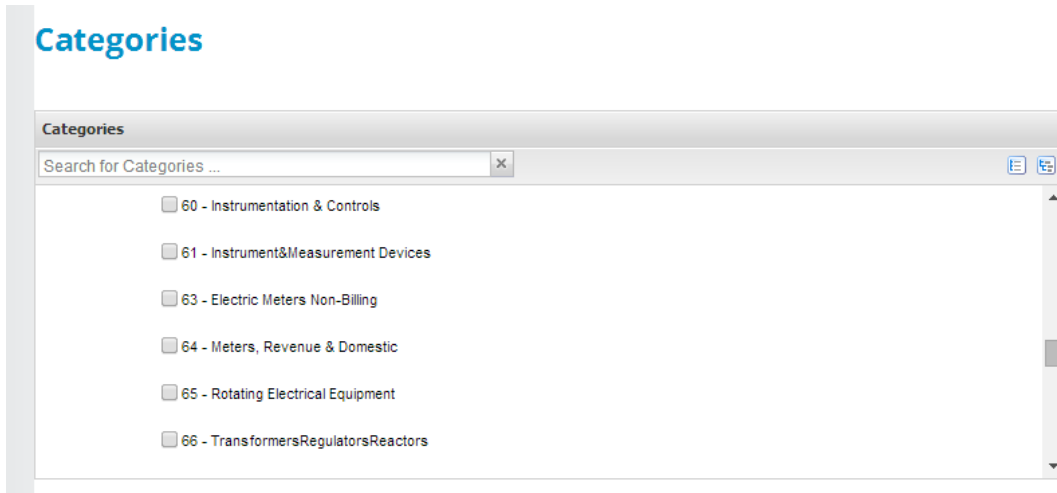
In the event of an emergency the Procurement Department is developing a Vendor Emergency Contact List. We are interested in receiving emergency contact information that would be useful during an emergency. This is not a commitment to purchase.

Please provide specific emergency contact information in the contacts section below.

Emergency Vendor: Yes No

SUBSCRIBE TO BID CATEGORIES

Creating a vendor account allows you to subscribe to bid categories that relate to your company's area of expertise/ services. Check off the categories you would like to subscribe to. You will receive an email notification when a bid opportunity is issued that relates to the category or categories that you are subscribed to. You can subscribe to as many bid categories as you wish.



CONTACT INFORMATION

Please identify a key contact from your organization who can be contacted if needed. If you would like to include more than one contact, click on the "Invite Another Contact" button and fill in the person's contact information. You can provide a maximum of 10 contacts under one vendor account.

NOTE: Your password must have at least 6 characters, include 2 uppercase characters, and include 1 special character (example: !, -, *)

Contact(s)

First Name: *

Last Name: *

Email: *

Confirm Email: *

Password: *

Confirm Password: *

Phone: Ext *

After Hours Phone: Ext *

Cell:

Home:

Alternate Cell:

Alternate Home:

Primary Contact
 Emergency Contact
 Delete Contact

FINISH CREATING ACCOUNT

After you have filled in all of the required information, click the Continue button.

Contact(s)

First Name: *

Last Name: *

Email: *

Confirm Email: *

Password: *

Confirm Password: *

Phone: Ext. *

After Hours Phone: Ext. *

Cell:

Home:

Alternate Cell:

Alternate Home:

Primary Contact

Emergency Contact

Delete Contact

You will be taken to a screen indicating that your vendor account was successfully created.

bids&tenders

Successfully Created Account [My Bids](#) [Bids Homepage](#) [Shopping Cart \(0\)](#) [Manage Account](#) [Change Password](#) [Logout](#)

Thank you for creating your account with the Town of Newmarket Bid Opportunities Website.

Please click on one of the following links to continue.

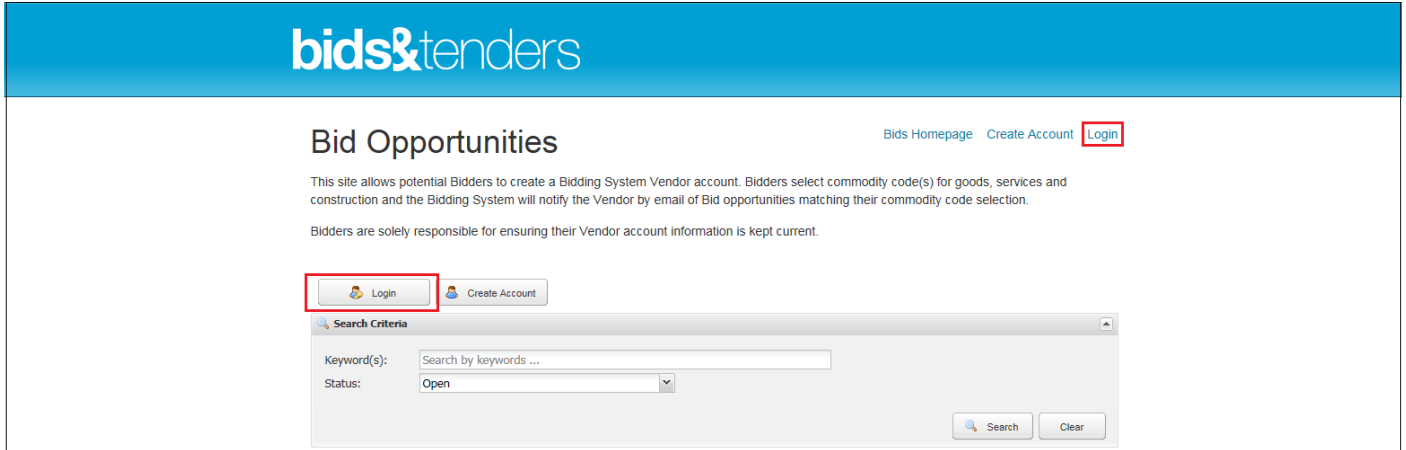
Contact Us

eSolutionsGroup Ltd.

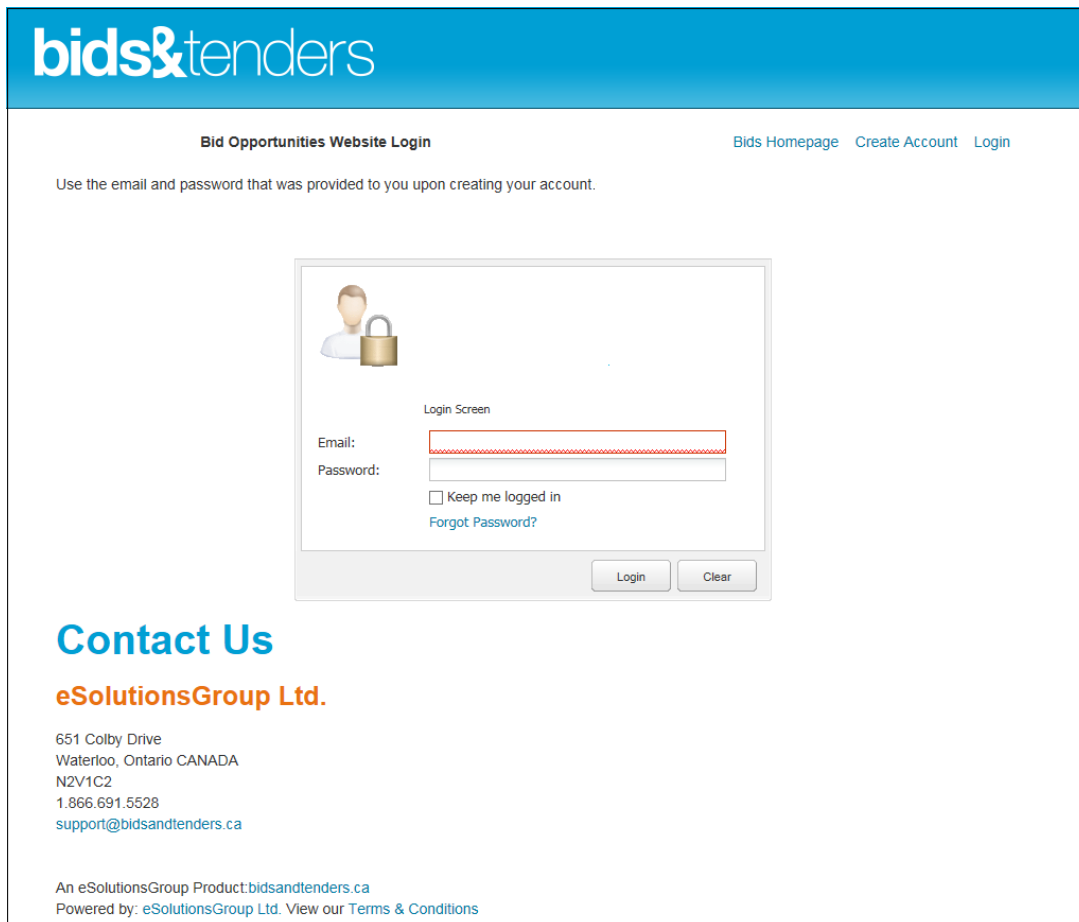
651 Colby Drive
Waterloo, Ontario CANADA
N2V1C2
1.866.691.5528
support@bidsandtenders.ca

LOGIN TO YOUR ACCOUNT

1. Click the Login button on the Bid Opportunities homepage.



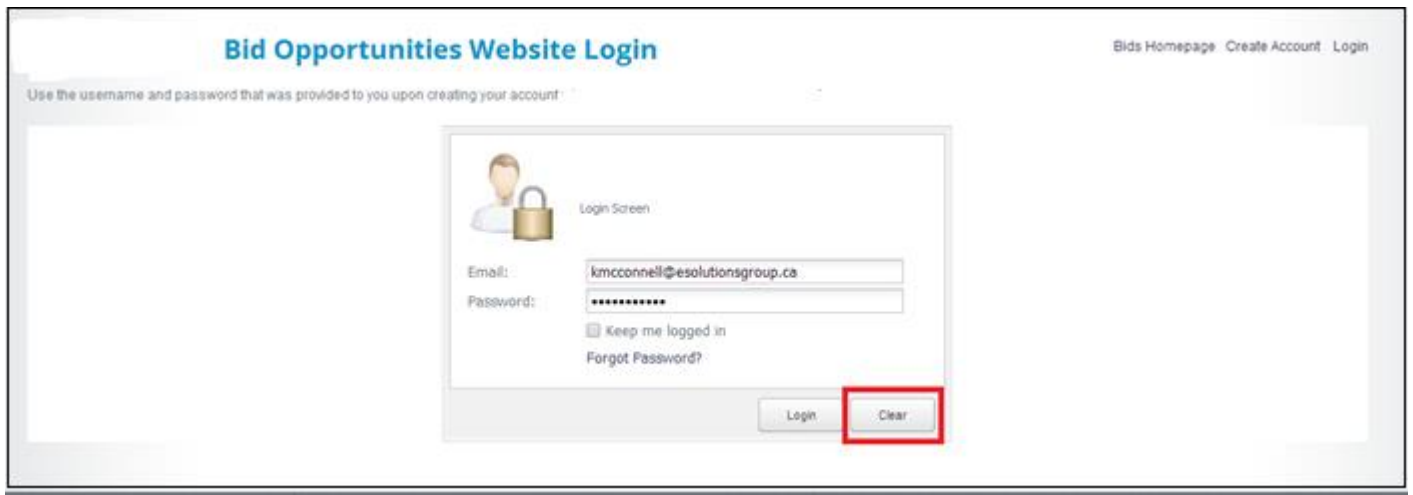
2. You will be taken to the Login page. Please enter your email and password that you provided when setting up your account.



3. Click the Login button. (OPTIONAL - If you click the "Keep me logged in" checkbox, the system will remember your account and you will not have to sign in the next time you visit the Bid Opportunities website.)



4. Click the Clear button to clear your login fields and re-enter your email and password.



5. Once you are logged in, you should see this homepage.

The screenshot shows the 'bids&tenders' website homepage. At the top, there is a blue header with the logo. Below the header, the page title is 'Bid Opportunities'. To the right of the title are navigation links: 'My Bids', 'Bids Homepage', 'Shopping Cart (0)', 'Manage Account', 'Change Password', and 'Logout'. Below the title, there is a paragraph explaining that the site allows potential bidders to create a Bidding System Vendor account and that bidders select commodity code(s) for goods, services, and construction. Below this, a note states that bidders are solely responsible for ensuring their Vendor account information is kept current.

Below the text is a search criteria form with the following fields:

- Keyword(s): Search by keywords ...
- Status: Open

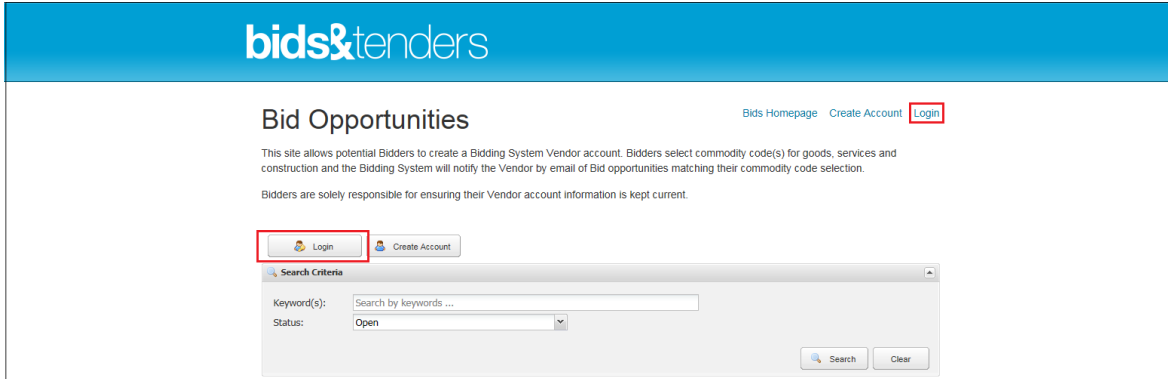
Buttons for 'Search' and 'Clear' are located to the right of the form.

Below the search form is a 'Search Results' section containing a table with the following data:

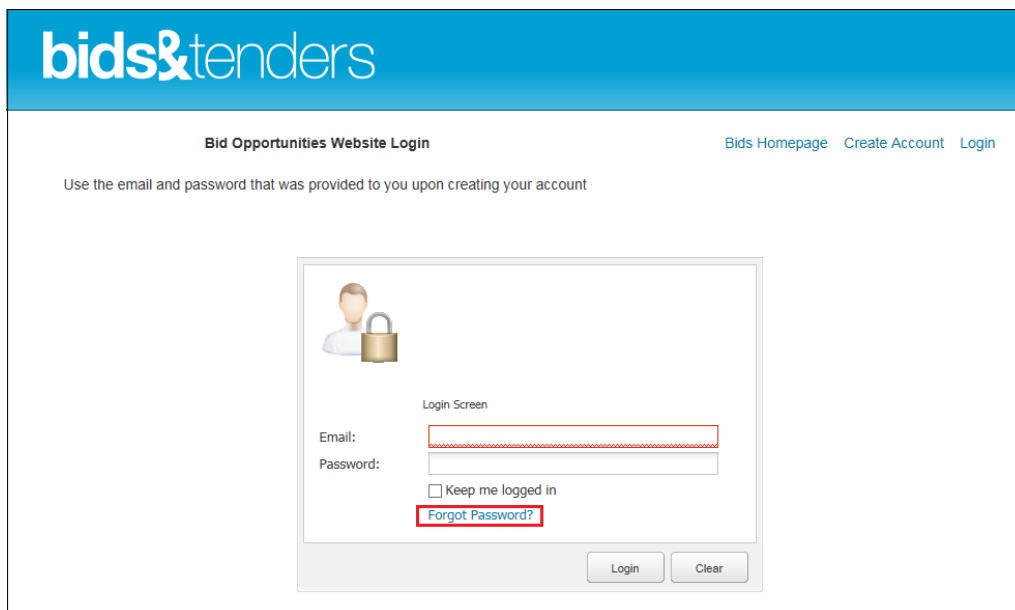
| Bid Name | Bid Status | Bid Closing Date | Days Left |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------------|-----------|
| 12345 - test dialog2 | Open | Fri July 31, 2015 3:00:00 PM | 15 |
| Register as a Plan Taker Bid Details Plan Takers | | | |
| 123 - test dialog | Open | Fri July 31, 2015 3:00:00 PM | 15 |
| Register as a Plan Taker Bid Details Download Documents (1) Plan Takers | | | |
| 123456 - export testing | Open | Fri July 31, 2015 3:00:00 PM | 15 |

FORGOT PASSWORD

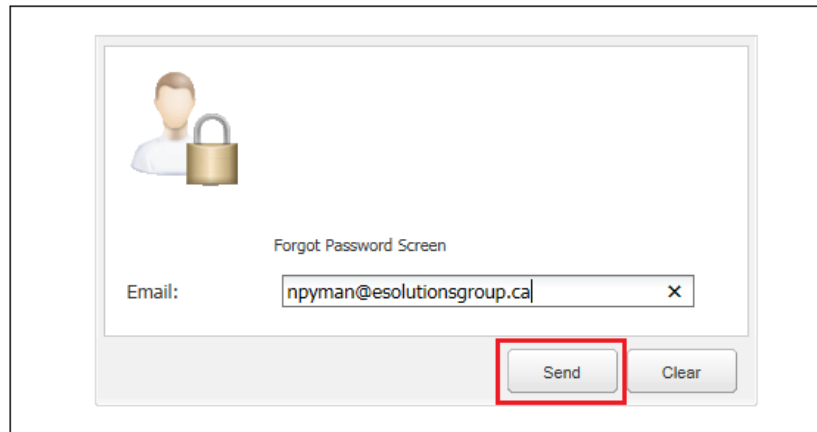
1. Click Login.



2. Click forgot password.

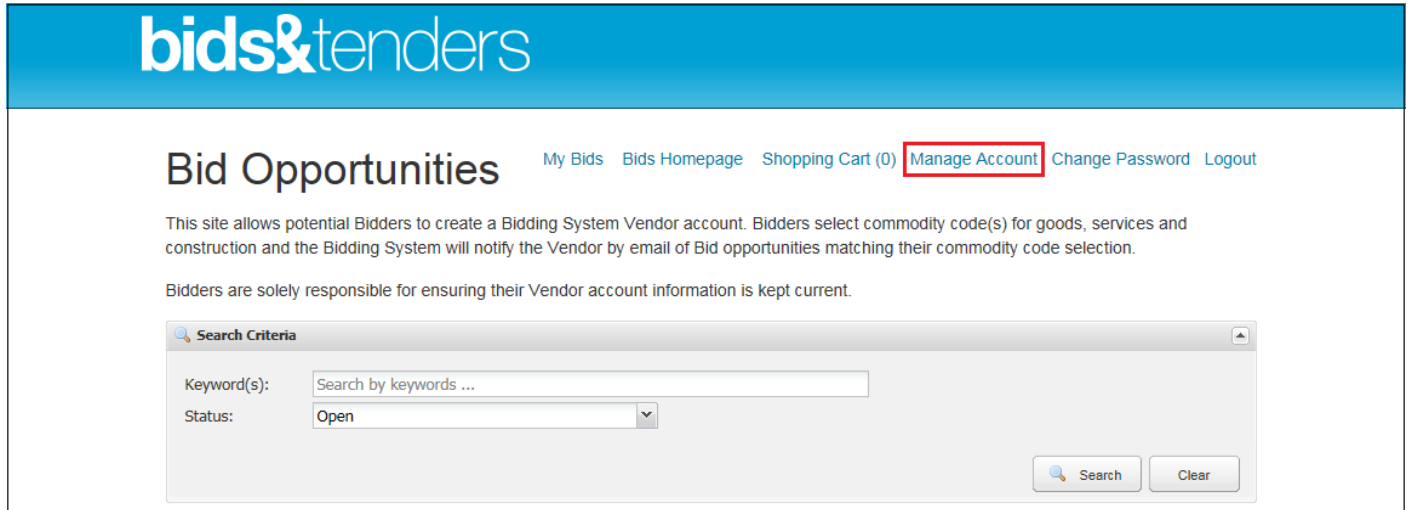


3. Fill in your email address. Then press the send button. You will receive an email that will provide a link to reset your password.

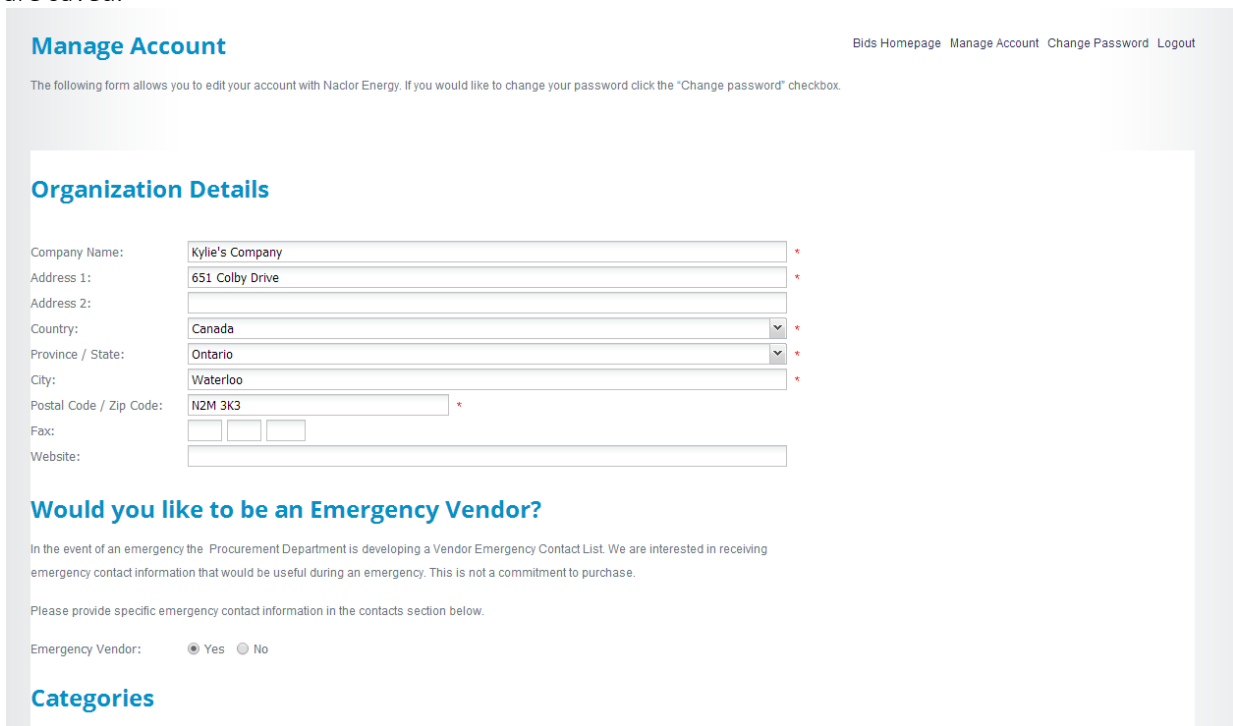


CHANGE ACCOUNT DETAILS

1. Click Manage Account to edit your account settings / information. You must be signed in to change your account details.



2. Edit your organization details, emergency vendor details, bid categories and contact information as needed. Fields with a red asterisk (*) are required fields and must be filled out to ensure the changes you made to your account details are saved.



Categories

Search for Categories ...

- 02 - Photographic & X-Ray Equipment
- 03 - Appliances & Water Heaters
- 14 - Lumber & Wood Products
- 15 - Construction & Building Mats
- 16 - Paint & Protective Coatings
- 17 - Thermal Insulation

Contact(s)

First Name:

Last Name:

Email:

Confirm Email:

Phone: Ext

Primary Contact

Delete Contact

3. Click the Continue button after you have finished editing your account details.

Categories

Search for Categories ...

- 02 - Photographic & X-Ray Equipment
- 03 - Appliances & Water Heaters
- 14 - Lumber & Wood Products
- 15 - Construction & Building Mats
- 16 - Paint & Protective Coatings
- 17 - Thermal Insulation

Contact(s)

First Name:

Last Name:

Email:

Confirm Email:

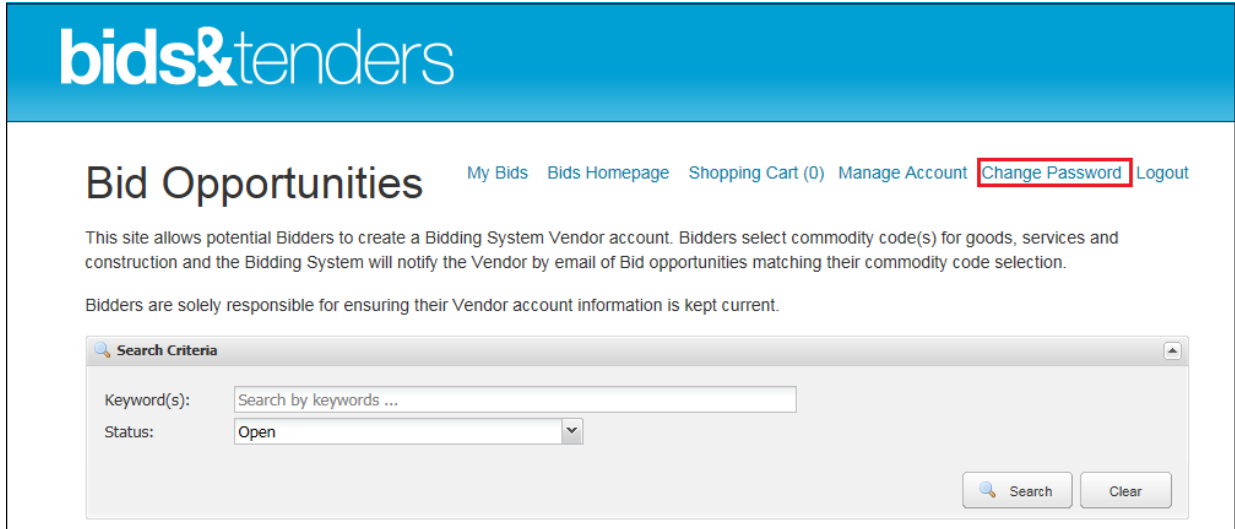
Phone: Ext

Primary Contact

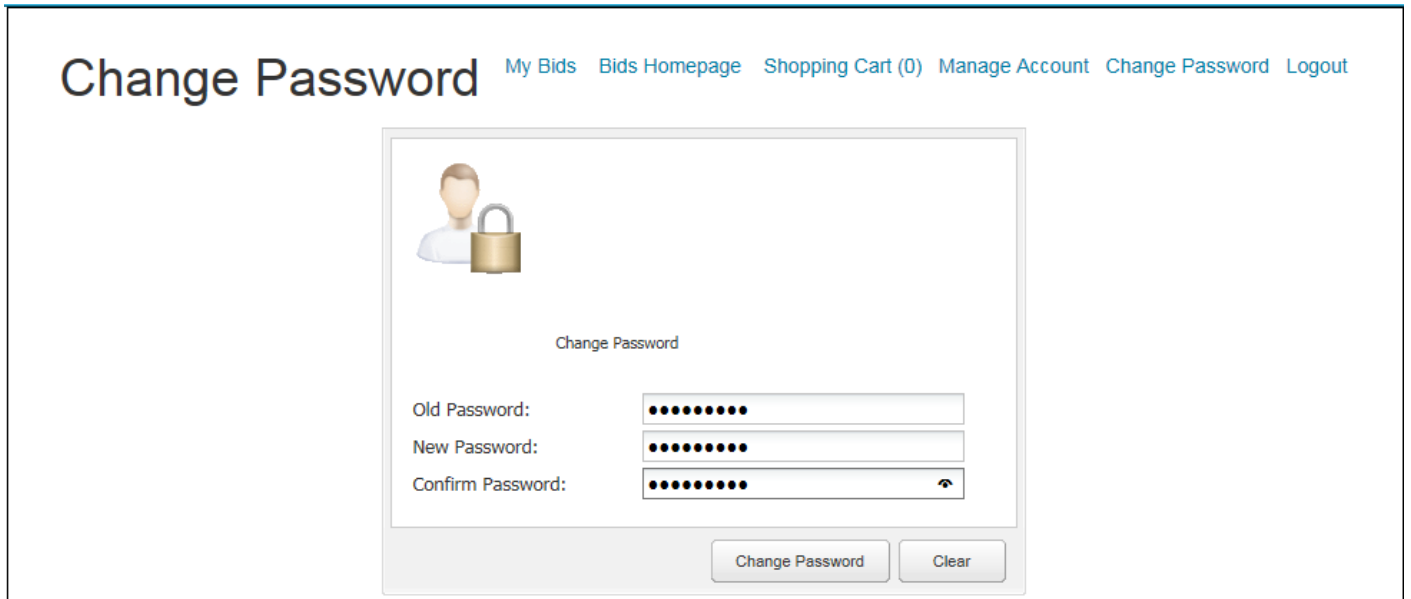
Delete Contact

CHANGE PASSWORD

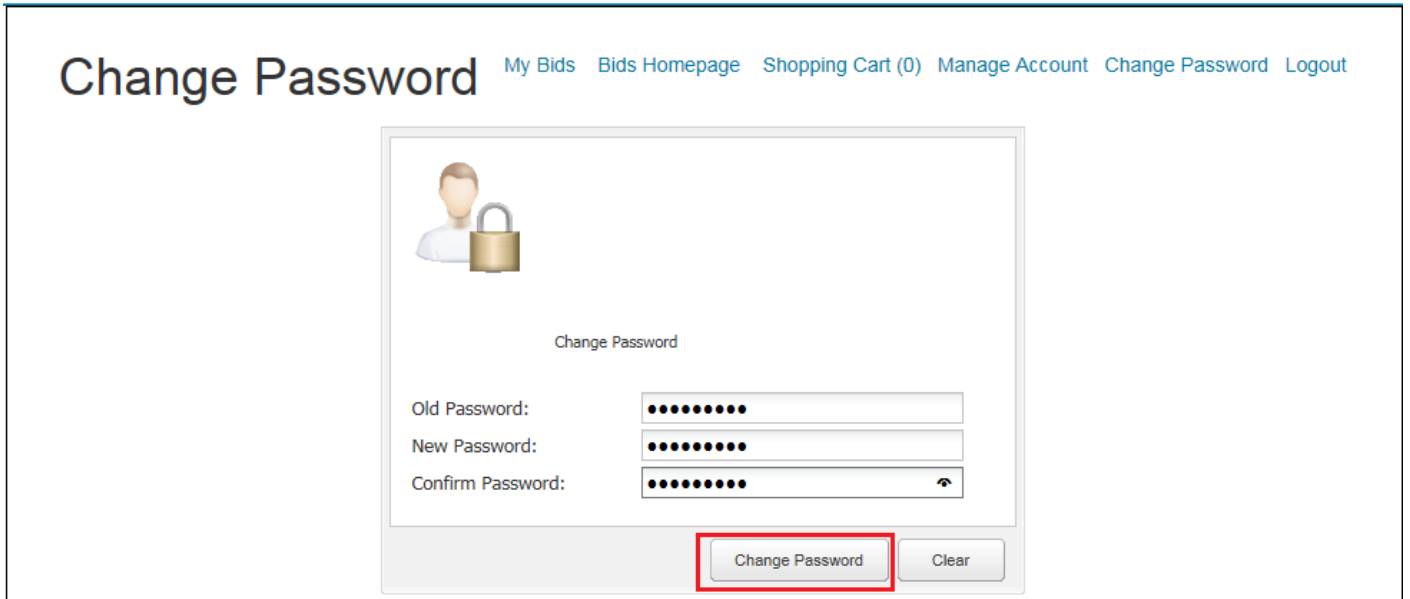
1. Click the Change Password button on the homepage. You must be signed in.



2. Enter your old password. Then enter your new password and confirm your new password.



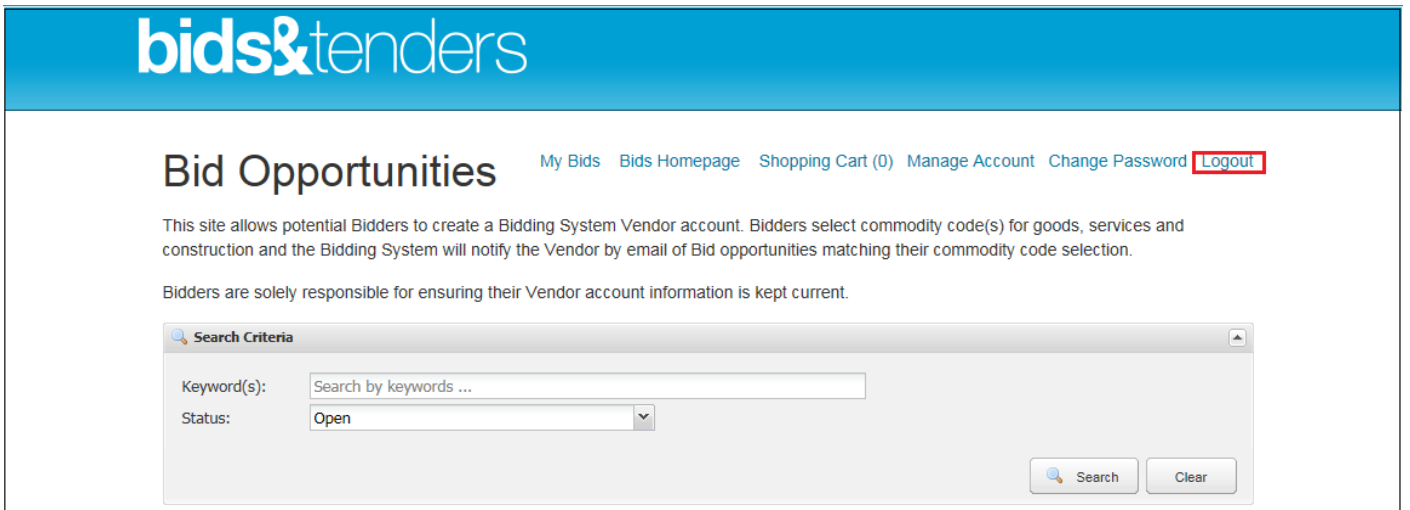
3. Click the Change Password button after you have provided your new password.



The screenshot shows a web page titled "Change Password". At the top right, there are navigation links: "My Bids", "Bids Homepage", "Shopping Cart (0)", "Manage Account", "Change Password", and "Logout". The main content area features a form with a user icon and a padlock icon, and the text "Change Password". The form contains three input fields: "Old Password:", "New Password:", and "Confirm Password:". Each field is filled with black dots. The "Confirm Password:" field has a small eye icon on the right. At the bottom of the form, there are two buttons: "Change Password" (highlighted with a red box) and "Clear".

LOGOUT

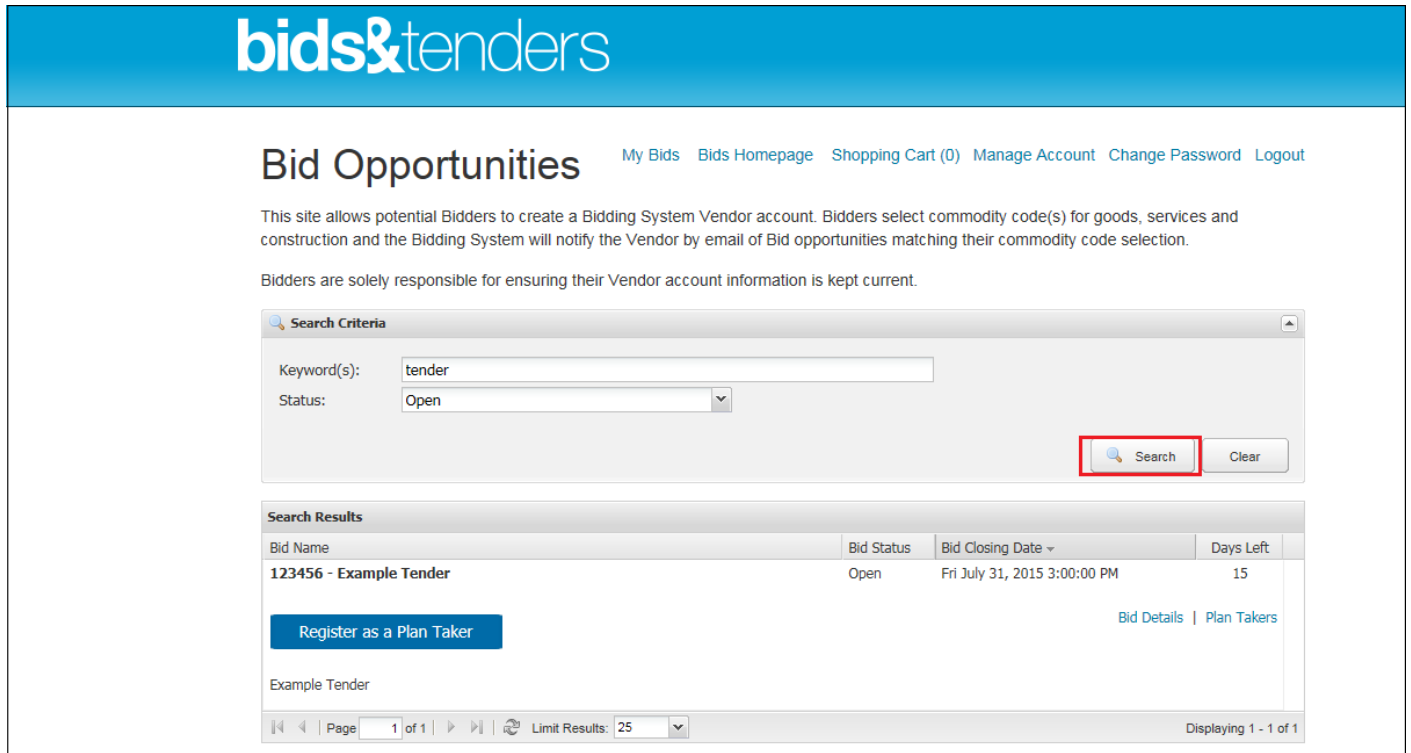
Click the Logout button in the top right hand side of the Bid Opportunities website homepage to log out of your account.



The screenshot shows the "bids&tenders" logo at the top. Below it, the page title is "Bid Opportunities". At the top right, there are navigation links: "My Bids", "Bids Homepage", "Shopping Cart (0)", "Manage Account", "Change Password", and "Logout" (highlighted with a red box). Below the navigation links, there is a paragraph of text: "This site allows potential Bidders to create a Bidding System Vendor account. Bidders select commodity code(s) for goods, services and construction and the Bidding System will notify the Vendor by email of Bid opportunities matching their commodity code selection." Below this paragraph, there is another paragraph: "Bidders are solely responsible for ensuring their Vendor account information is kept current." At the bottom of the page, there is a "Search Criteria" form with a search bar, a dropdown menu for "Status" (set to "Open"), and "Search" and "Clear" buttons.

SEARCH FOR BID OPPORTUNITIES

On the Bid Opportunities homepage, you can search for and view current online bid opportunities. Search by typing in keywords and selecting a bid status. Click search to generate your results.



BID STATUS DESCRIPTIONS

| Status | Description |
|-----------|----------------------------------------------------------------------------------------|
| Open | The bid is open and vendors can view/submit bids through the website |
| Closed | The bid has been closed and vendors can no longer process a submission or register for |
| Awarded | The bid opportunity was awarded to a vendor(s). |
| Cancelled | The bid opportunity was cancelled by the purchasing entity. |

Bid Results: Once a bid has closed, you can view the results by choosing the closed status or awarded stats. (Note: not all agencies will publically post the results)

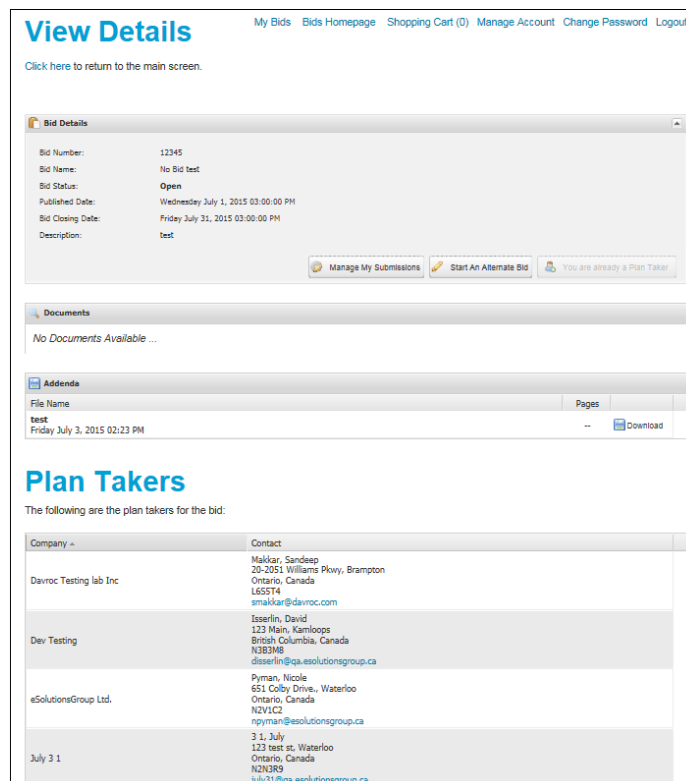
BID DETAILS

1. To view specific details pertaining to a bid, click on the Bid Details button.



2. On the bid details page, you will be able to see:

- Bid Number
- Full Bid Name
- Bid Status
- Published Date
- Closing Date
- Bid Description
- Specification documents
- Issued Addenda
- Team Members (Purchasing staff managing the bid opportunity. It is up to the purchaser if they would like to share this information with the public.)
- Plan Takers (Other vendors that have registered as a plan taker for this bid opportunity. It is up to the purchaser if they would like to share this information with the public.)




3. If you know that you would like to register as a plan taker for the bid, click the Register as Plan Taker button.

View Details [My Bids](#) [Bids Homepage](#) [Shopping Cart \(0\)](#) [Manage Account](#) [Change Password](#) [Logout](#)

[Click here](#) to return to the main screen.

Bid Details

| | |
|-------------------|------------------------------------|
| Bid Number: | 123456 |
| Bid Name: | Example Tender |
| Bid Status: | Open |
| Published Date: | Wednesday July 1, 2015 03:00:00 PM |
| Bid Closing Date: | Friday July 31, 2015 03:00:00 PM |
| Description: | Example Tender |

 Register as Plan Taker

Documents

No Documents Available ...

Addenda

No Addenda Available ...

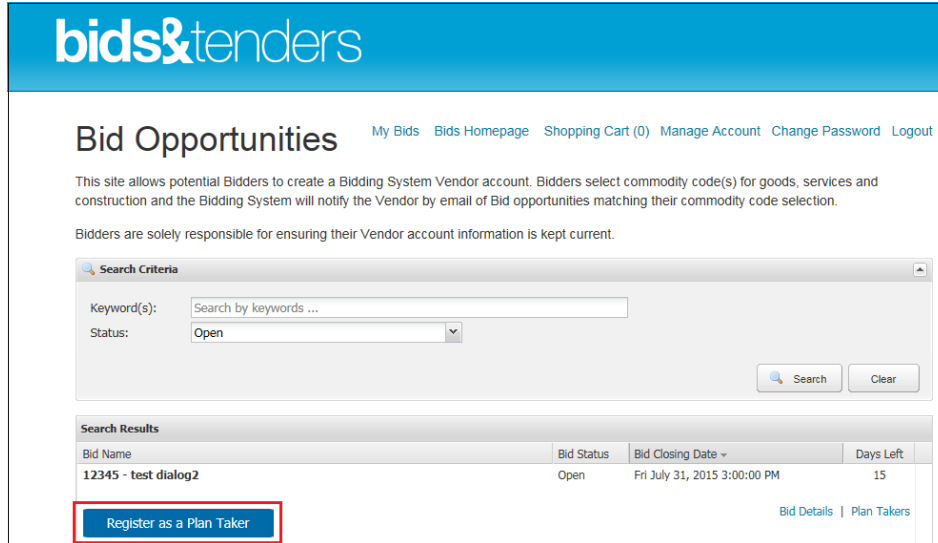
Plan Takers

The following are the plan takers for the bid:

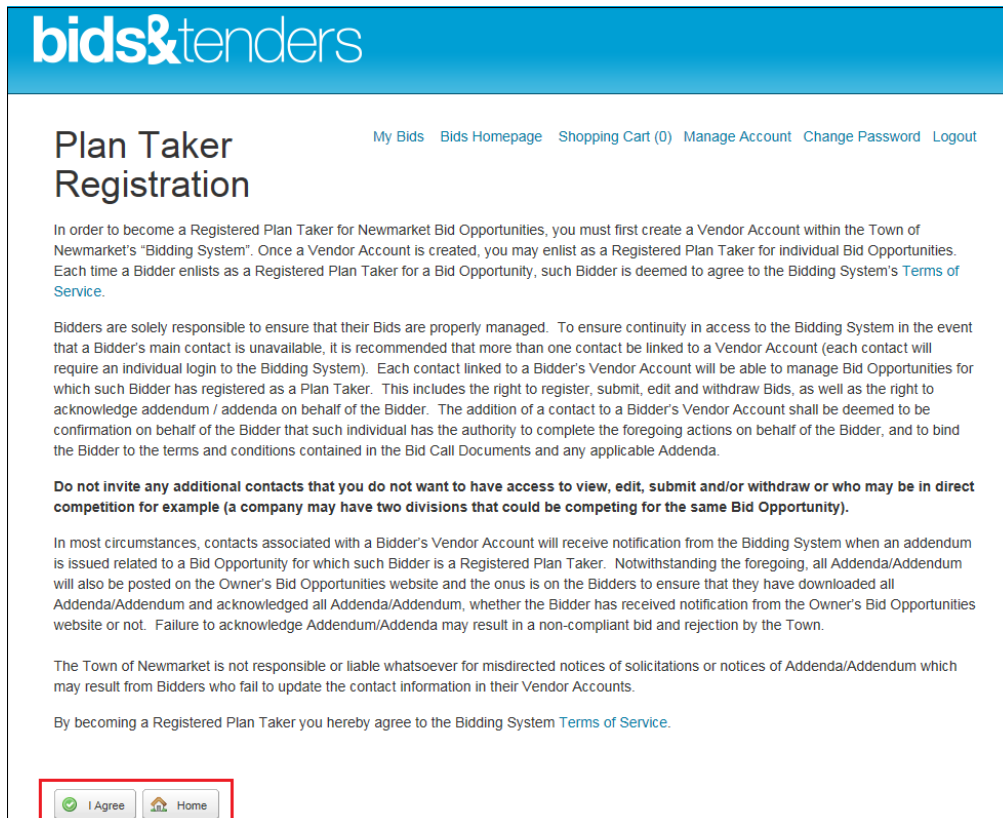
No Plan Takers

REGISTER FOR A BID

- 1. Once you have found a bid opportunity that you would like to register for, click "Register As Plan Taker".



- 2. You will be taken to the Terms or Service and Disclaimer page. After reading the Terms of Service and Disclaimer, click the I Agree button to continue. If you no longer want to register for the bid opportunity, click Home.



3. Depending on the type of submission, you may be required to pay for the bid document and submitting online. Fill in the information as needed.

Select Purchase Method

[My Bids](#) [Bids Homepage](#) [Shopping Cart \(0\)](#) [Manage Account](#) [Change Password](#) [Logout](#)

The selected bid has multiple methods available for purchase. Please select the appropriate purchase method:

Bid Document for download only - \$1.31

▶ Continue
🏠 Home

Shopping Cart

[Home](#) [Shopping Cart](#) [Manage Account](#) [Logout](#)

Items below are in Canadian Dollars (\$CDN). To purchase your items, please click the Checkout button. You will have another opportunity to review the items prior to purchase.

There are no refunds or returns

| Name | Description | Qty. | Price |
|-------|---------------------|------|--------------------------------------------------------------|
| 12345 | test dialog2 [CRFP] | 1 | \$1.31 ✕ |
| | | | SUBTOTAL: \$1.31 |
| | | | TOTAL: \$1.31 |

✔ Checkout

Payment Summary

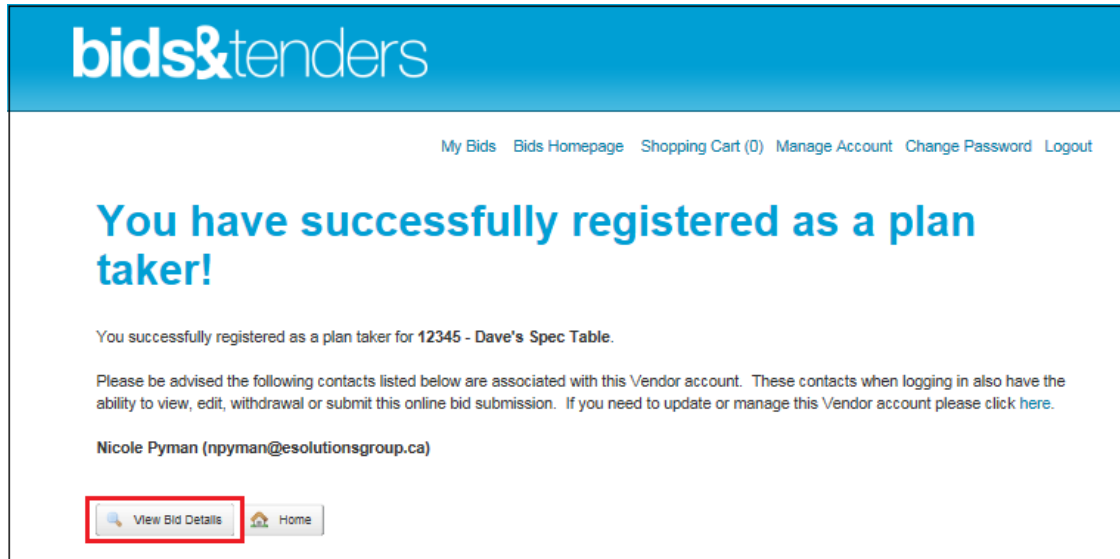
| Item | Description | Quantity | Price |
|-------|---------------------|----------|------------------|
| 12345 | test dialog2 [CRFP] | 1 | \$1.31 |
| | | | SUBTOTAL: \$1.31 |
| | | | TOTAL: \$1.31 |

All funds are in Canadian dollars.

Payment Method: *

- Select -
Pay At Kiosk
Credit Card

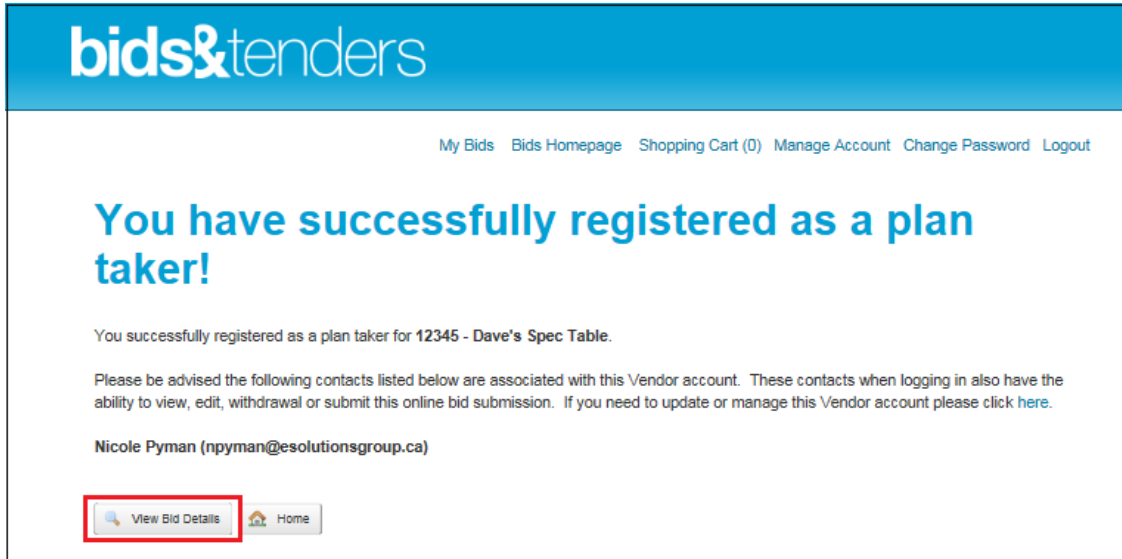
4. You will then be directed to another screen confirming you have successfully registered as a plan taker. If you are not required to pay for the bid document, you will be taken directly to this confirmation page after agreeing to the terms of service.



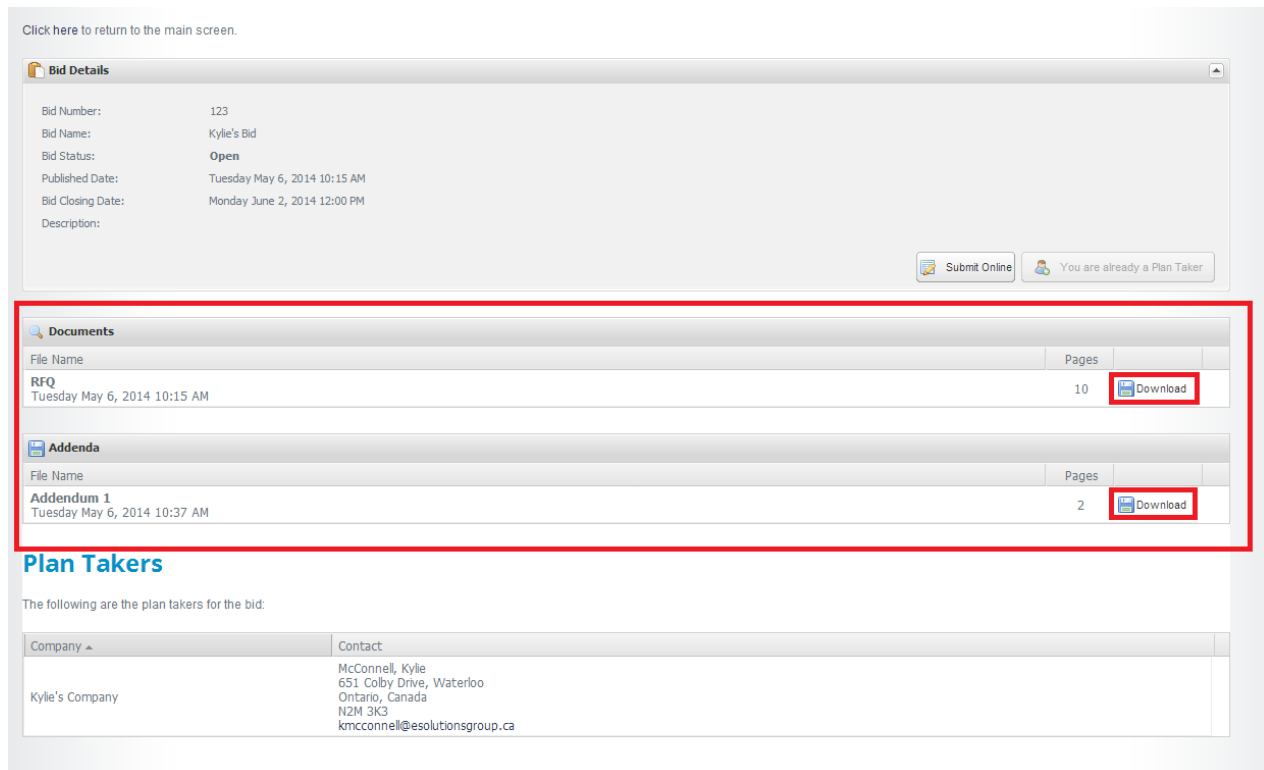
4. You will also receive an automated email confirming you have been successfully registered as a plan taker.

SUBMITTING A BID ONLINE

1. After you have agreed to the Terms of Service and successfully registered as a plan taker, click the View Bid Details button.



2. Ensure you scroll down to find any documents or addenda that have been issued. You can download any documents or addenda associated with the bid opportunity by clicking the Download button. The Plan Takers list may or may not be displayed based on the purchaser's decision to publish the list or not.



3. Click Start Submission to submit your bid.

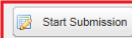

View Details

[My Bids](#) [Bids Homepage](#) [Shopping Cart \(0\)](#) [Manage Account](#) [Change Password](#) [Logout](#)

[Click here](#) to return to the main screen.

Bid Details


Bid Number: 12345
Bid Name: No Bid test
Bid Status: **Open**
Published Date: Wednesday July 1, 2015 03:00:00 PM
Bid Closing Date: Friday July 31, 2015 03:00:00 PM
Description: test

  You are already a Plan Taker

Documents

No Documents Available ...

Addenda


| File Name | Pages | |
|--------------------------------------|-------|-------------------------------------------------------------------------------------|
| test Friday July 3, 2015 02:23 PM | -- |  |

Plan Takers

The following are the plan takers for the bid:

| Company | Contact |
|------------------------|---------------------------------------------------------------------------------|
| Davroc Testing lab Inc | Makkar, Sandeep 20-2051 Williams Pkwy, Brampton Ontario, Canada L6S5T4 |

4. You will be directed to the Online Submission section.



An eSolutions Product

| Time Remaining to Complete Submission | | | |
|---------------------------------------|-------|---------|---------|
| 13 | 22 | 38 | 51 |
| Days | Hours | Minutes | Seconds |

[Back to Bid Details](#)
 [My Bids](#)
 [Bids Homepage](#)
 [Shopping Cart \(0\)](#)
 [Manage Account](#)
 [Change Password](#)
 [Logout](#)

Schedule of Prices

Questions & Specifications

References & Subcontractors

Documents & Bonding

Terms & Conditions

Preview My Bid

Submit My Bid

Current Bid: Last updated by: eSolutions Test
Fri, Jun 17, 2016 16:17:44

123456 - Example Tender

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. In lawful money of Canada.

The first table is a Summary Table which provides your Sub-Total for each pricing table and also indicates whether or not the table is mandatory or not. Asterisk's within the table denotes a "MANDATORY" line item.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value unless you are prepared to provide the line item at zero dollars to the Owner.

If a table is "NON-MANDATORY" and you are bidding on it, you must bid on all line items with an asterisk.

If there are multiple tables, you must click the "EDIT PRICING" button inside the Summary Table to display the applicable Pricing Table that you wish to bid on.

| Table | # of Rows | # of Required Rows | Mandatory | Subtotal | |
|------------------------------------------------------------------------------|-----------|--------------------|-----------|----------|-------------------------------------------------|
| TOTAL 5 YR. SOFTWARE MAINTENANCE & SUPPORT, TRANSACTION FEES AND OTHER COSTS | 10 | 0 | Yes | \$0.00 | Edit Pricing ! |
| TOTAL IMPLEMENTATION COSTS (IC) | 9 | 0 | Yes | \$0.00 | Edit Pricing ! |

TOTAL 5 YR. SOFTWARE MAINTENANCE & SUPPORT, TRANSACTION FEES AND OTHER COSTS

| ANNUAL SOFTWARE MAINTENANCE, SUPPORT, TRANSACTION FEES, AND OTHER COSTS IF APPLICABLE | Quantity | Unit Price* | Total Cost | Comments |
|---------------------------------------------------------------------------------------------------------------|----------|-------------------------|-------------------------|----------------------|
| (S-1) Year 1 - annual software maintenance and support - provide description and breakdown | 1 | \$ <input type="text"/> | \$ <input type="text"/> | <input type="text"/> |
| (S-2) Year 1 - any other additional costs - provide description and breakdown | 1 | \$ <input type="text"/> | \$ <input type="text"/> | <input type="text"/> |
| (S-3) Year 2 - annual software maintenance, support, and transaction fees - provide description and breakdown | 1 | \$ <input type="text"/> | \$ <input type="text"/> | <input type="text"/> |
| (S-4) Year 2 - any other additional fees - provide description and breakdown | 1 | \$ <input type="text"/> | \$ <input type="text"/> | <input type="text"/> |
| (S-5) Year 3 - annual software maintenance, support, and transaction fees - provide description and breakdown | 1 | \$ <input type="text"/> | \$ <input type="text"/> | <input type="text"/> |
| (S-6) Year 3 - any other additional fees - provide description and breakdown | 1 | \$ <input type="text"/> | \$ <input type="text"/> | <input type="text"/> |
| (S-7) Year 4 - annual software maintenance, support, and transaction fees - provide description and breakdown | 1 | \$ <input type="text"/> | \$ <input type="text"/> | <input type="text"/> |
| (S-8) Year 4 - any other additional fees - provide description and breakdown | 1 | \$ <input type="text"/> | \$ <input type="text"/> | <input type="text"/> |
| (S-9) Year 5 - any other additional fees - provide description and breakdown | 1 | \$ <input type="text"/> | \$ <input type="text"/> | <input type="text"/> |
| (S-10) Year 5 - any other additional fees - provide description and breakdown | 1 | \$ <input type="text"/> | \$ <input type="text"/> | <input type="text"/> |

Contact Us

eSolutionsGroup Ltd.

457 Colby Drive
 Waterloo, Ontario CANADA
 N2V1C2
 1.866.691.5526
support@bidsandtenders.ca

An eSolutionsGroup Product: bidsandtenders.ca
 Powered by: eSolutionsGroup Ltd. [View our Terms & Conditions](#)

5. The bar at the top of the page will indicate your progress, and the time remaining to complete your submission will be indicated in the top right corner of the page. The check mark indicates that the page has been completed, and the red exclamation mark indicates that the page has not yet been completed. Note: Depending on the type of submission, the progress bar may not show all of the below progress items.

The screenshot shows a progress bar with the following steps: Schedule of Prices (completed with a green checkmark), Questions & Specifications (not completed with a red exclamation mark), References & Subcontractors (not completed with a red exclamation mark), Documents & Bonding (not completed with a red exclamation mark), Terms & Conditions (not completed with a red exclamation mark), Preview My Bid, and Submit My Bid. To the right of the progress bar is a timer labeled "Time Remaining to Complete Submission" showing 15 Days, 3 Hours, 45 Minutes, and 5 Seconds. Below the progress bar, the current bid is identified as "12345 - Dave's Spec Table" and the section "References and Subcontractors" is highlighted. The last update is noted as "Last updated by: Nicole Pyman Thu Jul 16, 2015 11:12:07".

6. Fill out the required text fields within the bid table. When inputting your unit price, the total field will automatically calculate

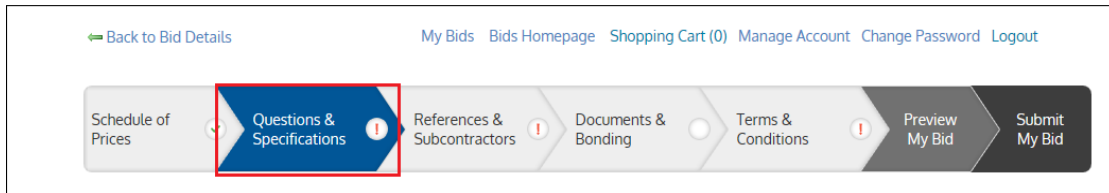
TOTAL 5 YR. SOFTWARE MAINTENANCE & SUPPORT, TRANSACTION FEES AND OTHER COSTS

| ANNUAL SOFTWARE MAINTENANCE, SUPPORT, TRANSACTION FEES, AND OTHER COSTS IF APPLICABLE | Quantity | Unit Price* | Total Cost | Comments |
|---------------------------------------------------------------------------------------------------------------|----------|-------------|-------------|----------|
| (B-1) Year 1 - annual software maintenance and support – provide description and breakdown | | \$ 2,500.00 | \$ 2,500.00 | |
| (B-2) Year 1- any other additional costs – provide description and breakdown | 1 | \$ 1,000.00 | \$ 1,000.00 | |
| (B-3) Year 2 - annual software maintenance, support, and transaction fees – provide description and breakdown | 1 | \$ 100.00 | \$ 100.00 | |

7. When all of the required fields have been completed, click Save My Bid.

| | | | | |
|-------------------------------------------------------------------------------|---|-----------|-----------|--|
| (B-8) Year 4 - any other additional fees – provide description and breakdown | 1 | \$ 100.00 | \$ 100.00 | |
| (B-10) Year 5 - any other additional fees – provide description and breakdown | 1 | \$ 100.00 | \$ 100.00 | |
| (B-10) Year 5 - any other additional fees – provide description and breakdown | 1 | \$ 100.00 | \$ 100.00 | |

8. Click Questions & Specifications on the top progress bar to continue. (This section may or may not be displayed depending on if the purchaser would like to ask the vendor's questions or not.)

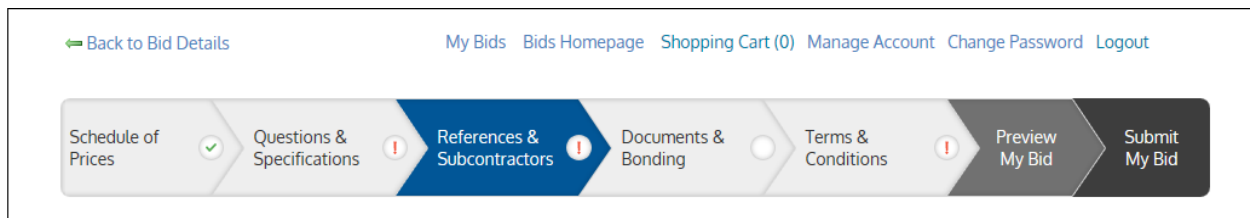


9. Please provide answers to any required questions asked by the purchaser and click Save My Bid when complete.

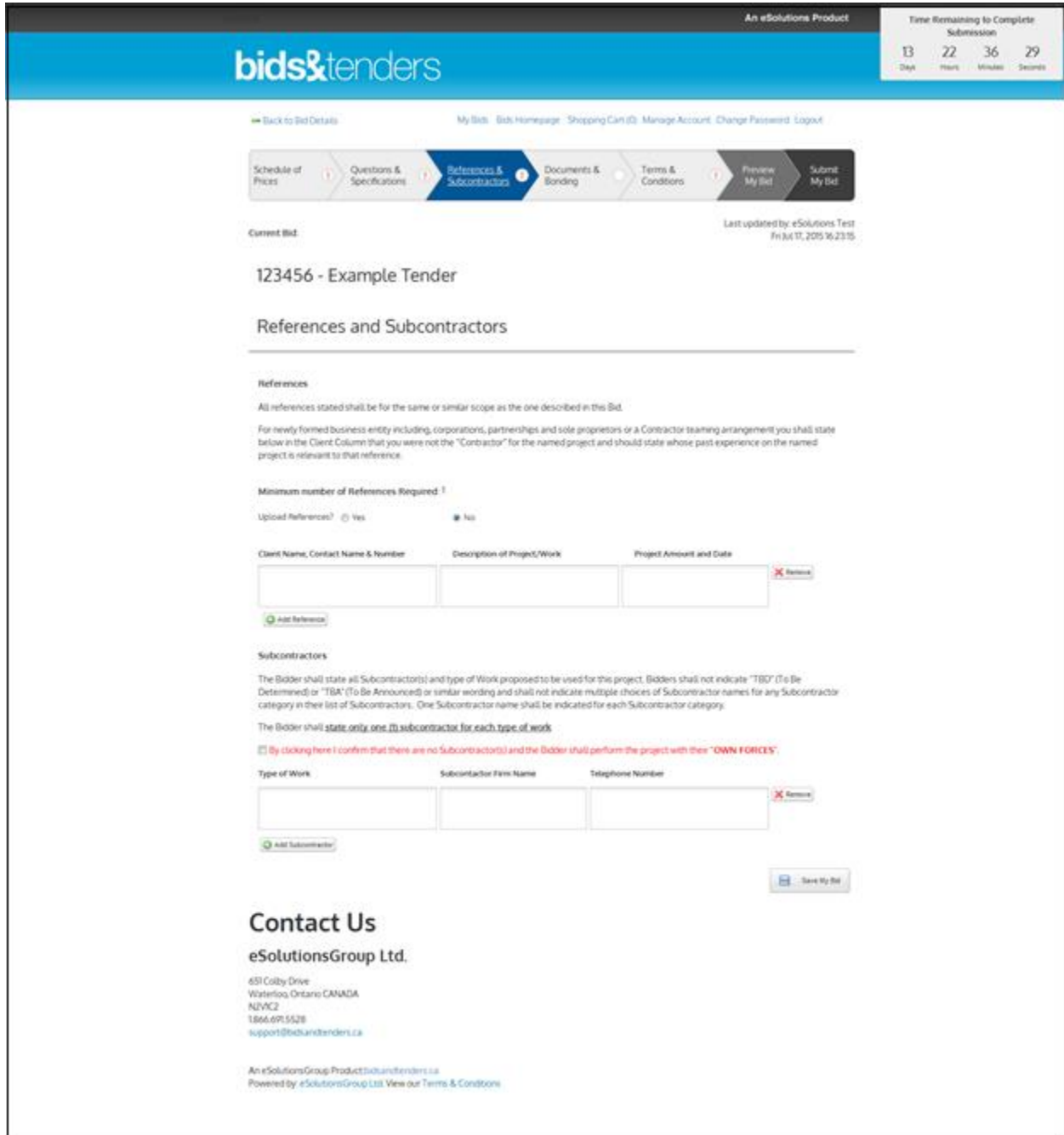
General Requirements

| Req. No. | Requirement Description | Priority | Proponent Response* | Explanation/Justification (Mandatory if proponent response is YES) |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------------------------------------------------------|--------------------------------------------------------------------|
| 1-1 | The vendor's solution will restrict user access to administer or P1 maintain content on the Town's public website to authorized Town staff who are using Town owned devices connected on the Town's corporate network | P1 | <input checked="" type="radio"/> Yes <input type="radio"/> No | |
| 1-2 | The vendor's solution will be compatible with the Town's VPN P1 system to allow authorized staff to administer and maintain content for the Town's public website from offsite locations | P1 | <input type="radio"/> Yes <input type="radio"/> No | |
| 1-3 | The vendor's solution will ensure that the Town's new public P1 website is fully compliant with Canadian Anti-Spam Legislation (CASL) | P1 | <input type="radio"/> Yes <input type="radio"/> No | |
| 1-4 | The vendor's solution will ensure that the Town's new public P1 website is fully compliant with Ontario's Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) | P1 | <input type="radio"/> Yes <input type="radio"/> No | |
| 1-5 | The vendor's solution will ensure that the Town's new public P1 website is fully PCI Level 2 compliant | P1 | <input type="radio"/> Yes <input type="radio"/> No | |
| 1-6 | The vendor's solution will consist of a single core platform P2 that can largely meet all Town requirements out-of-the-box through configuration of the system | P2 | <input type="radio"/> Yes <input type="radio"/> No | |
| 1-7 | The core platform being recommended as part of the vendor's P2 solution offers broad availability of third-party components, web parts, or widgets to extend base platform | P2 | <input type="radio"/> Yes <input type="radio"/> No | |
| 1-8 | The core platform being recommended as part of the vendor's P2 solution is well recognized in the marketplace and has a clearly established product roadmap which demonstrates the continuous evolution of the product for years to come | P2 | <input type="radio"/> Yes <input type="radio"/> No | |

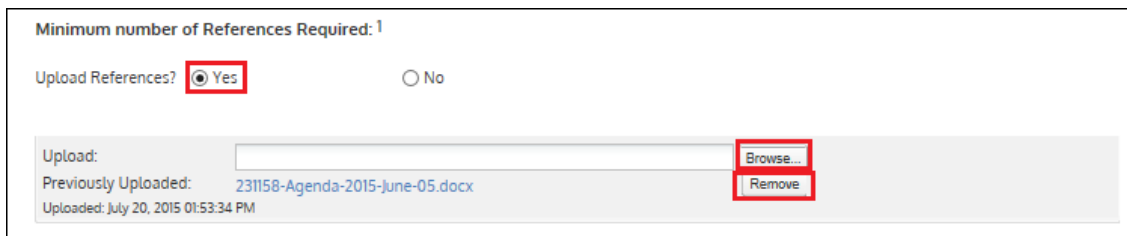
10. Click on References & Subcontractors on the top progress bar to continue. (This section may or may not be displayed depending on if the purchaser is requesting references or a list of subcontractors).



11. This will bring you to the References & Subcontractors section



12. To upload a reference, click Yes, and click browse to find the required reference. You can remove the reference at any time by clicking Remove.



13. If you will be using subcontractors, fill out the necessary boxes. To add additional subcontractors, click Add Subcontractor.

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.

The Bidder shall **state only one (1) subcontractor for each type of work**

[By clicking here I confirm that there are no Subcontractor\(s\) and the Bidder shall perform the project with their "OWN FORCES".](#)

| Type of Work | Subcontractor Firm Name | Telephone Number | |
|----------------------|-------------------------|----------------------|---------------------------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="button" value="Remove"/> |

14. If you will not be using subcontractors, click the confirm no Subcontractors box.

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.

The Bidder shall **state only one (1) subcontractor for each type of work**

[By clicking here I confirm that there are no Subcontractor\(s\) and the Bidder shall perform the project with their "OWN FORCES".](#)

| Type of Work | Subcontractor Firm Name | Telephone Number | |
|----------------------|-------------------------|----------------------|---------------------------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="button" value="Remove"/> |

15. Add your references by providing the company name, company contact and the contact's phone number, description of project/work, and the the project amount and date.

16. Click on Documents & Bonding on the top progress bar to continue. (This section may or may not be displayed depending on if the purchaser is requesting references or a list of subcontractors).

[← Back to Bid Details](#) [My Bids](#) [Bids Homepage](#) [Shopping Cart \(0\)](#) [Manage Account](#) [Change Password](#) [Logout](#)

| | | | | | | |
|--------------------|----------------------------|-----------------------------|--------------------------------|--------------------|----------------|---------------|
| Schedule of Prices | Questions & Specifications | References & Subcontractors | Documents & Bonding | Terms & Conditions | Preview My Bid | Submit My Bid |
|--------------------|----------------------------|-----------------------------|--------------------------------|--------------------|----------------|---------------|

17. In the Documents section you can upload your bid document and any additional documents you would like to include with your online submission. Click Browse, select the file you would like to upload from your computer and press open. If you would like to remove a document from your submission, click Remove. When you have uploaded all of your documents, click Save My Bid at the bottom of the page.

Maximum file upload size is 500 MB

Envelope One

Upload: [Browse...](#)

Previously Uploaded: 231158-Agenda-2015-June-05.docx [Remove](#)

Uploaded: July 20, 2015 02:17:29 PM

BONDING UPLOAD SECTION

Bidders shall submit with their on-line bid either a Digital copy (preferred) or Scanned copy of both the Bid Deposit in the amount of ten(10%) percent of the Sub Total Contract Amount and An Undertaking to provide a Bond or a Letter of Credit in the amount of fifty (50%) of the Sub Total Contract Bid Amount, in one of the following two options:

Option # 1
A Digital Bid Bond & Undertaking to Bond (preferred by the owner)

Option # 2
A scanned Bid Bond & Undertaking to Bond – (pdf)

Bond Title

Upload: [Browse...](#)

To compress (or zip) a file or folder, follow these steps

1. Locate the file or folder that want to compress.
2. Right-click the file or folder, point to **Send to**, and then click **Compressed (zipped) folder**.

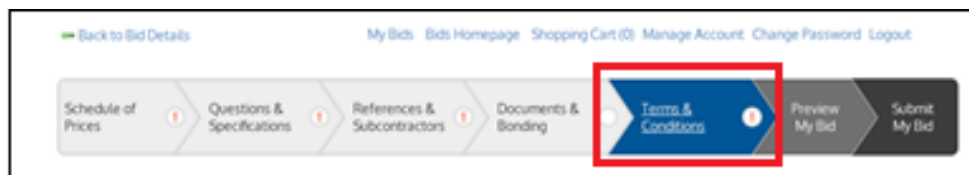
*A new compressed folder is created in the same location. To rename it, right-click the folder, click **Rename**, and then type the new name.*

To upload a document follow these steps

1. Click on the browse button to locate the file on your computer or network
2. Click the upload button
3. After the file has been successfully uploaded, a link to the document will appear on the screen, along with the time/date that it was uploaded.
4. If you have completed your document upload and are ready to finalize your submission then click the "Continue with Submission" button at the bottom of the screen. Or you may save and come back later.
5. If you need to remove the document, click the remove button next to the document name.

[Save My Bid](#)

18. Click on Terms & Conditions on the top progress bar to continue.



19. The Terms and Conditions section will load

An eSolutions Product

Time Remaining to Complete Submission
13 Days 22 Hours 35 Minutes 9 Seconds

My Bids Bids Homepage Shopping Cart (0) Manage Account Change Password Logout

Back to Bid Details

Schedule of Prices Questions & Specifications References & Subcontractors Documents & Bonding **Terms & Conditions** Preview My Bid Submit My Bid

Current Bid: Last updated by: eSolutions Test Fri Jul 17, 2015 16:24:32

123456 - Example Tender

Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of the Contract.
2. The Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offers enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to: freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
4. If I/WE withdraw the Bid before the formal Contract is executed by the Awarded Bidder for the said Work for Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this Bid) shall be forfeited to the Owner.
5. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.
6. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
7. I/WE declare that I have read and understood the Owner's Supplier Code of Conduct in its entirety (which can be viewed on this web page: [Supplier Code of Conduct](#)) and my organization, and our sub-contractors, are not only in full compliance with this Supplier Code of Conduct but we will maintain compliance with it throughout the full duration of this Contract.
8. I/WE, declare I have read and understood the Owner's Contractor Performance Procedures which can be viewed on this web page: [Contractor Performance Procedures](#).
9. I/WE, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/WE shall be aware and sensitive to accessibility and disability issues.
10. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

I/WE agree to be bound by the terms and conditions contained in the Bid Document and any applicable Addenda, and the person named below has the authority to submit this bid on behalf of the Bidder.

First Name:
Last Name:
Title:

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.
Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--------------------------------------------|--------------------------------------------------------------------|-------------|
| Addenda 1 Friday July 17, 2015 03:42 PM | <input type="checkbox"/> | -- Download |

Contact Us

eSolutionsGroup Ltd.
651 Colby Drive
Waterloo, Ontario CANADA
N2V1C7
1-866-691-5528
support@bidsandtenders.ca

An eSolutionsGroup Product [Bidsandtenders.ca](#)
Powered by: eSolutionsGroup Ltd. [View our Terms & Conditions](#)

20. After reading the Terms of Service and Disclaimer, check off the box to agree to the terms and indicate that you are able to submit to the bid on behalf of your company. Enter your first and last name in the text box. Check off yes or no to indicate if there is any potential conflict of interest, and final, check off the box to acknowledge you have reviewed any addendum and attachments if applicable.

6. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.

7. I/WE, declare that I have read and understood the Owner's Supplier Code of Conduct in its entirety (which can be viewed on this web page [Supplier Code of Conduct](#) and my organization, and our sub-contractors, are not only in full compliance with this Supplier Code of Conduct but we will maintain compliance with it throughout the full duration of this Contract.

8. I/WE, declare I have read and understood the Owner's Contractor Performance Procedures which can be viewed on this web page [Contractor Performance Procedures](#).

9. I/WE, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/WE shall be aware and sensitive to accessibility and disability issues.

10. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

I/WE agree to be bound by the terms and conditions contained in the Bid Document and any applicable Addenda, and the person named below has the authority to submit this bid on behalf of the Bidder.

First Name:

Last Name:

Title:

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.
Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--------------------------------------------|--------------------------------------------------------------------|-------------|
| Addenda 1 Friday July 17, 2015 03:42 PM | <input checked="" type="checkbox"/> | -- Download |

[Save My Bid](#)

21. Click Preview My Bid to view an HTML version of your bid submission.

[← Back to Bid Details](#) [My Bids](#) [Bids Homepage](#) [Shopping Cart \(0\)](#) [Manage Account](#) [Change Password](#) [Logout](#)

Schedule of Prices Questions & Specifications References & Subcontractors Documents & Bonding Terms & Conditions **Preview My Bid** Submit My Bid

22. An HTML version of your bid submission will be generated. Look over your bid submission preview to ensure all details are accurate.

123456 - Example Tender

Opening Date: Wednesday July 01, 2015 15:00:00

Closing Date: Friday July 31, 2015 15:00:00

Vendor Details

Company Name: eSolutionsGroup Ltd.
 651 Colby Drive.
 Address: Waterloo, Ontario N2V1C2
 Contact: Nicole Pyman
 Email: npyman@esolutionsgroup.ca
 Phone: 111-111-1111
 HST#:

Submission Details

Created On: Friday July 17, 2015 15:51:24
 Submitted On:
 Submitted By:
 Email:
 Transaction #:
 Submitter's IP Address:

Specification Tables

General Requirements

| Req. No. | Requirement Description | Priority | Proponent Response | Explanation/Justification (Mandatory if proponent response is YES) |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------|--------------------------------------------------------------------|
| 1-1 | The vendor's solution will restrict user access to administer or maintain content on the Town's public website to authorized Town staff who are using Town owned devices connected on the Town's corporate | P1 | | |

| | |
|----------------------------------|-----------------|
| Table 1 - COPY | \$320.00 |
| Table 2 | \$0.00 |
| Table 1 | \$320.00 |
| Subtotal Contract Amount: | \$640.00 |

Terms and Conditions

The Bidder hereby acknowledges and agrees:

- To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
- This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
- I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to: freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
- If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work for Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
- If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.
- I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
- I/WE declare that I have read and understood the Owner's Supplier Code of Conduct in its entirety (which can be viewed on this web page [Supplier Code of Conduct](#) and my organization, and our sub-contractors, are not only in full compliance with this Supplier Code of Conduct but we will maintain compliance with it throughout the full duration of this Contract.
- I/WE declare I have read and understood the Owner's Contractor Performance Procedures which can be viewed on this web page [Contractor Performance Procedures](#).
- I/WE certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/WE shall be aware and sensitive to accessibility and disability issues.
- I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

I/WE agree to be bound by the terms and conditions contained in the Bid Document and any applicable Addenda, and the person named below has the authority to submit this bid on behalf of the Bidder.
 - Nicole Pyman, Mrs.
 The bidder shall declare any potential conflict of interest that could arise from bidding on this bid.

Yes No

Please provide a description in the box below of the potential conflict of interest that you may have.

There is no conflict.

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.
 Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|-----------------------------------|--------------------------------------------------------------------|-------|
| test Fri, July 3 2015 02:23 PM | <input type="checkbox"/> | -- |

23. If at any time you would like to edit your submission, you can do so by clicking the required menu item at the top of the page and editing your submission details.

[← Back to Bid Details](#)
[My Bids](#)
[Bids Homepage](#)
[Shopping Cart \(0\)](#)
[Manage Account](#)
[Change Password](#)
[Logout](#)

[Schedule of Prices](#)
[Questions & Specifications](#)
[References & Subcontractors](#)
[Documents & Bonding](#)
[Terms & Conditions](#)
[Preview My Bid](#)
[Submit My Bid](#)

Current Bid: Last updated by: Nicole Pyman
Fri Jul 17, 2015 13:44:42

12345 - Dave's Spec Table

Questions

Test question required

Test question that is not required

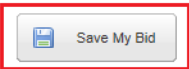
Specifications

24. Click Save My Bid at any time to save your work.

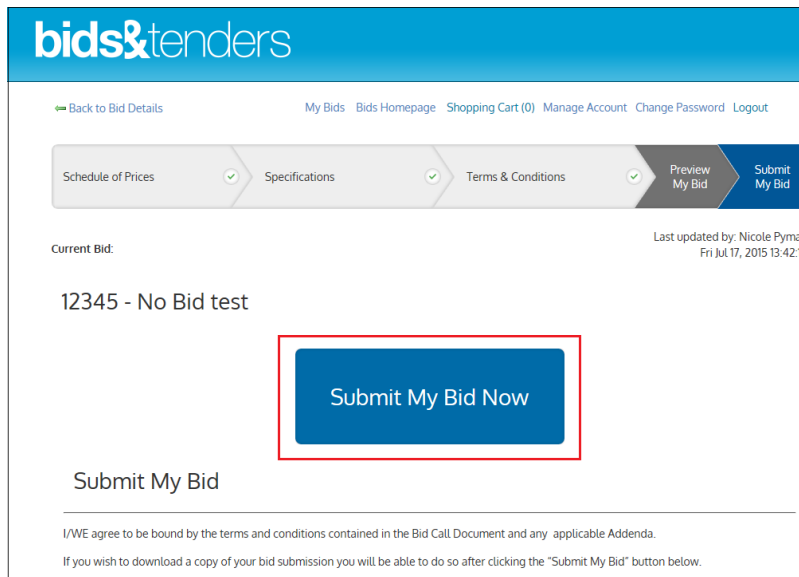
| | | | | | | | | |
|----|-----|-------|-----|-----|-------|-------------------------|-------------------------|---|
| 11 | Yes | False | 4 | 3 | fasdf | \$ <input type="text"/> | \$ <input type="text"/> | * |
| 12 | Yes | False | 234 | 234 | 234 | \$ <input type="text"/> | \$ <input type="text"/> | * |
| 13 | Yes | False | 2 | 3 | 4 | \$ <input type="text"/> | \$ <input type="text"/> | * |
| 14 | Yes | False | 234 | 234 | 234 | \$ <input type="text"/> | \$ <input type="text"/> | * |
| 15 | Yes | False | 24 | 234 | 234 | \$ <input type="text"/> | \$ <input type="text"/> | * |

spec field tax message

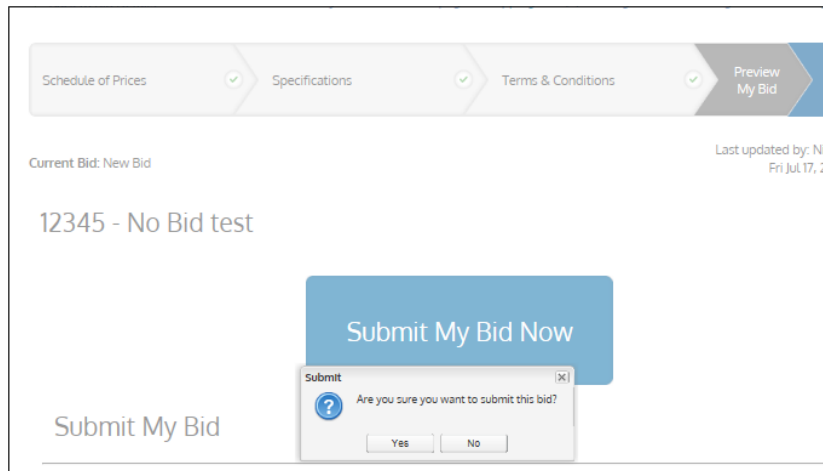
[← Previous](#) | Rows 1 to 15 of 25 | [Next →](#)



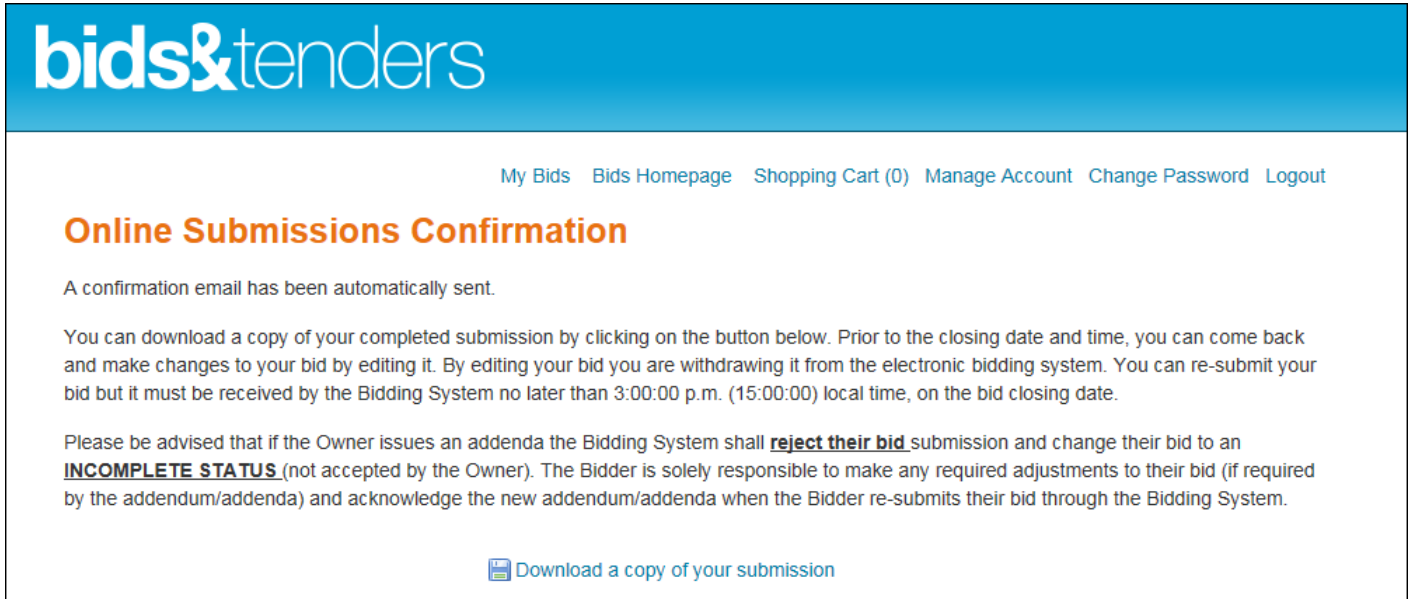
25. Once you are satisfied with your submission and would like to process your bid submission, Click Submit My Bid Now.



26. The Confirm Submit pop-up box will appear. Click Yes to submit your bid. Click Cancel if you are not ready to submit.

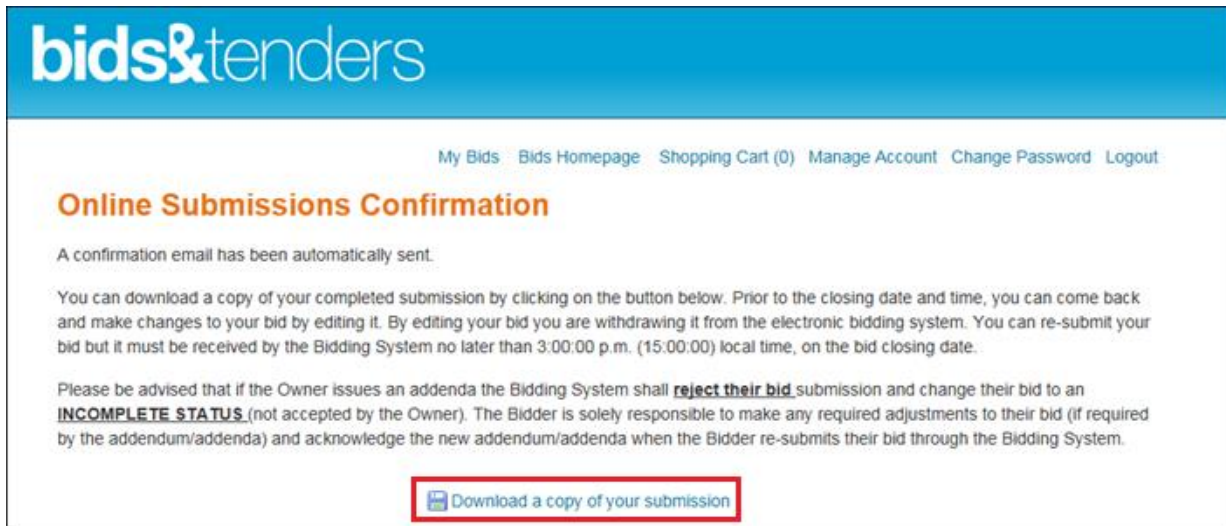


27. You will be taken to a page that indicates your submission was completed and successfully submitted to the purchaser.



28. You will also receive an automated email informing you that your bid was successfully submitted.

29. Click the Download a copy of your submission icon to download a PDF version of your submission.



ERRORS WITH BID SUBMISSION

1. After clicking the Submit button to complete your bid submission, you may receive an error message.

The screenshot shows a bid submission progress bar at the top with steps: Schedule of Prices (checked), Questions & Specifications (warning), References & Subcontractors (warning), Documents & Bonding (warning), Terms & Conditions (warning), Preview My Bid, and Submit My Bid. Below the progress bar, it says 'Current Bid: 12345 - Dave's Spec Table' and 'Last updated by: Nicole Pyman Fri Jul 17, 2015 14:35:25'. A large pink warning box contains the following text:

BID INCOMPLETE WARNINGS

- This bid has a total submitted value of \$0.00.

If this is intended please ignore this/these warning(s) and continue with your submission.

ERRORS

| Category | Error | Action |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Questions | An answer is missing for required question: 1 | Fix it! |
| References | A minimum of 2 references must be filled out in their entirety or a document with the minimum number of references must be uploaded. | Fix it! |
| Subcontractors | You must either opt out of providing subcontractor references or provide at least one complete subcontractor reference. | Fix it! |
| Documents & Bonding | Envelope One is a required document is a required document | Fix it! |
| Terms & Conditions | You must agree to the terms and conditions and provide your full name and title. You must specify whether or not a conflict of interest exists. | Fix it! Fix it! |

2. The error details will be listed. You may be missing some required details/sections for your submission. Click on the Fix It button to the right of the error to go straight to the section you need to complete and fill in your missing details.

Schedule of Prices Questions & Specifications References & Subcontractors Documents & Bonding Terms & Conditions Preview My Bid

Current Bid: Last updated by: Nicole Pyman
Fri Jul 17, 2015 14:35:25

12345 - Dave's Spec Table

BID INCOMPLETE WARNINGS

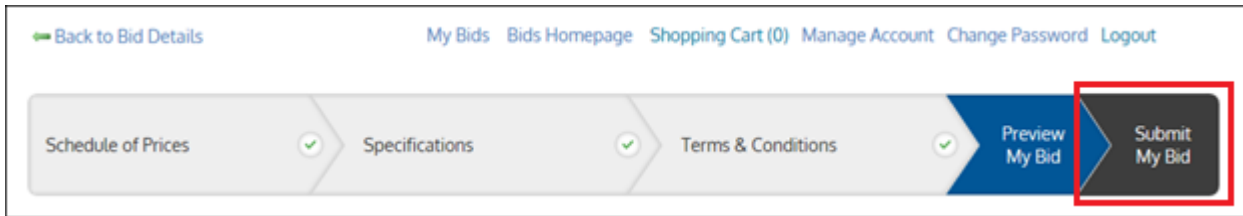
- This bid has a total submitted value of \$0.00.

If this is intended please ignore this/these warning(s) and continue with your submission.

ERRORS

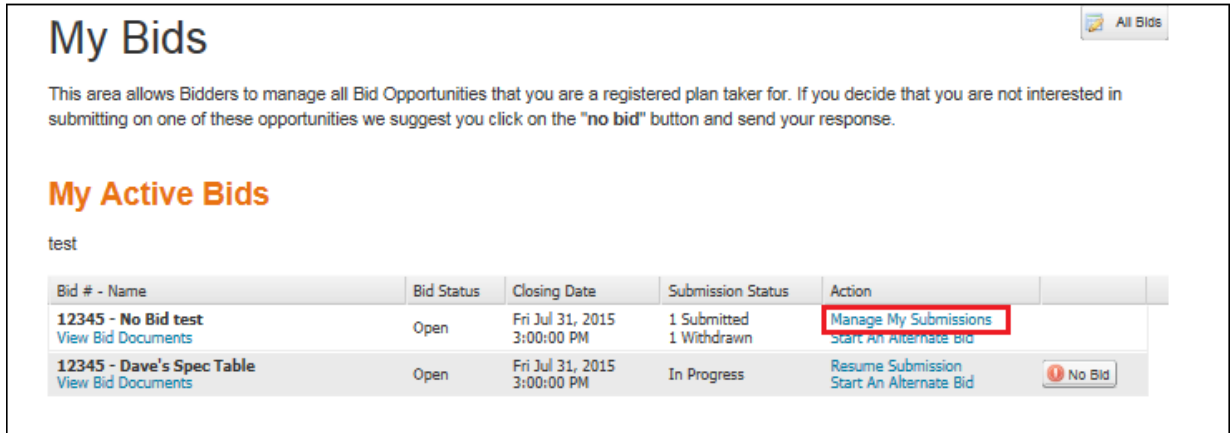
| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| Questions | Fix it! |
| <ul style="list-style-type: none">An answer is missing for required question: 1 | |
| References | Fix it! |
| <ul style="list-style-type: none">A minimum of 2 references must be filled out in their entirety or a document with the minimum number of references must be uploaded. | |
| Subcontractors | Fix it! |
| <ul style="list-style-type: none">You must either opt out of providing subcontractor references or provide at least one complete subcontractor reference. | |
| Documents & Bonding | Fix it! |
| <ul style="list-style-type: none">Envelope One is a required documentis a required document | |
| Terms & Conditons | |
| <ul style="list-style-type: none">You must agree to the terms and conditions and provide your full name and title.You must specify whether or not a conflict of interest exists. | Fix it! Fix it! |

3. Once you have filled in the missing information, click Submit My Bid to try submitting the bid again.

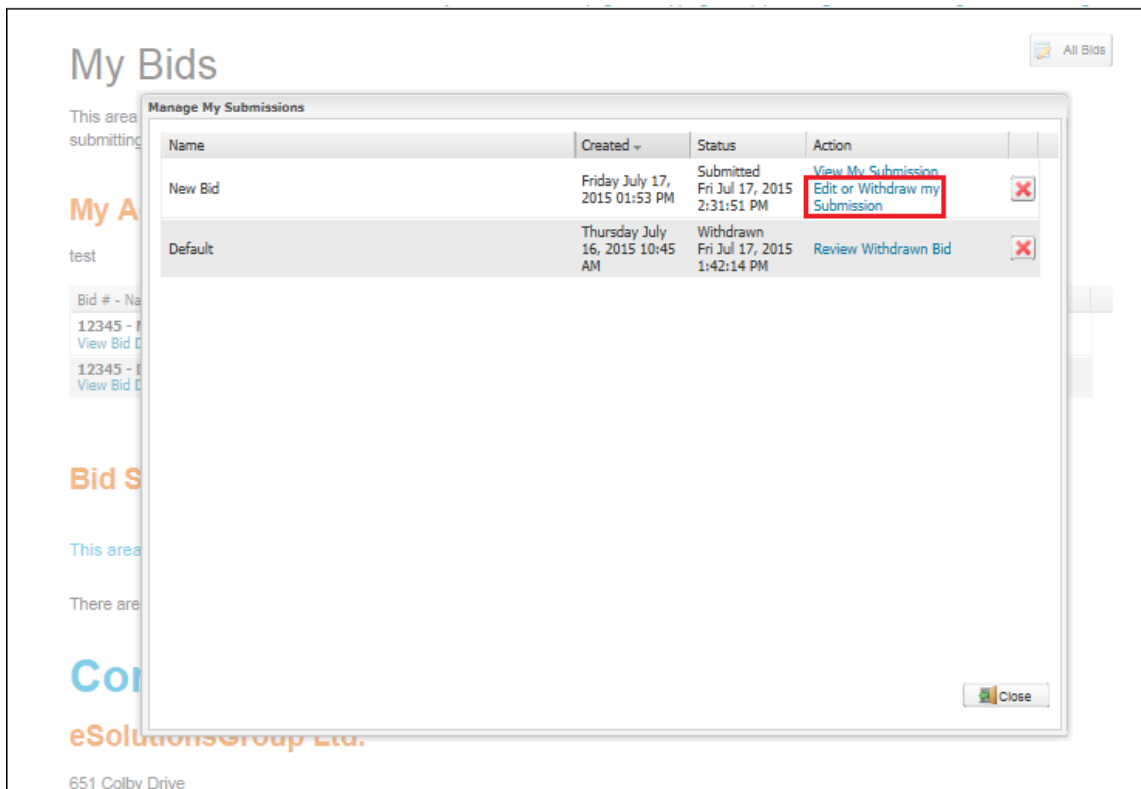


EDITING YOUR BID SUBMISSION

- 1. Go to the My Bids page. Find the bid opportunity that you wish to edit and click on Manage My Submissions.



- 2. Click Edit Submission.



3. Click Edit Submission.

Edit or Withdraw Submission

To **edit your submission**, the Bidder shall click on the edit button. By clicking the edit button you are withdrawing your submission and will not have a registered submission with the Town of Newmarket. **Bidders may edit their bid submission and re-submit through the Bidding System prior to the bid closing time and date!**

To **withdraw your submission**, the Bidder shall click on the withdraw button. By clicking the withdrawal button you are withdrawing your submission and will not have a registered submission with the Town of Newmarket.

[Edit Submission](#) [Withdraw Submission](#) [View Bid Details](#) [Home](#)

4. Click on Confirm to withdraw you submission and begin edits.

Confirm Edit of Completed Submission

By clicking the edit button you are withdrawing your submission and will not have a registered Bid submission with the Town of Newmarket. Bidders may edit their bid submission and re-submit through the Bidding System. Your resubmission shall be **RECEIVED** by the Bidding System, no later than the bid closing time and date!

Do you wish to continue with changes to your submission?

[Confirm](#) [Cancel](#)

5. You will receive an automated email informing you that your bid has been withdrawn.

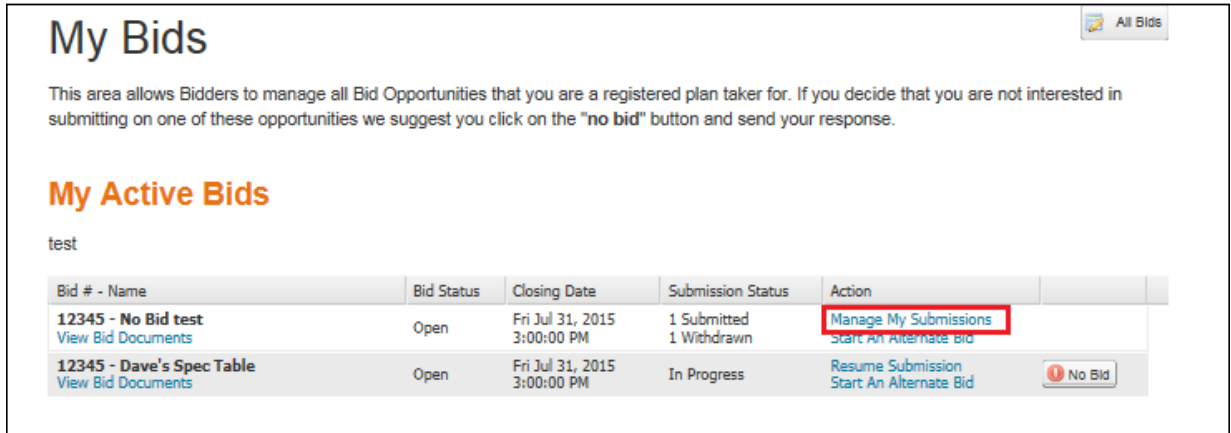
6. Edit the sections as required. When ready to submit, click Submit My Bid.

[Back to Bid Details](#) [My Bids](#) [Bids Homepage](#) [Shopping Cart \(0\)](#) [Manage Account](#) [Change Password](#) [Logout](#)

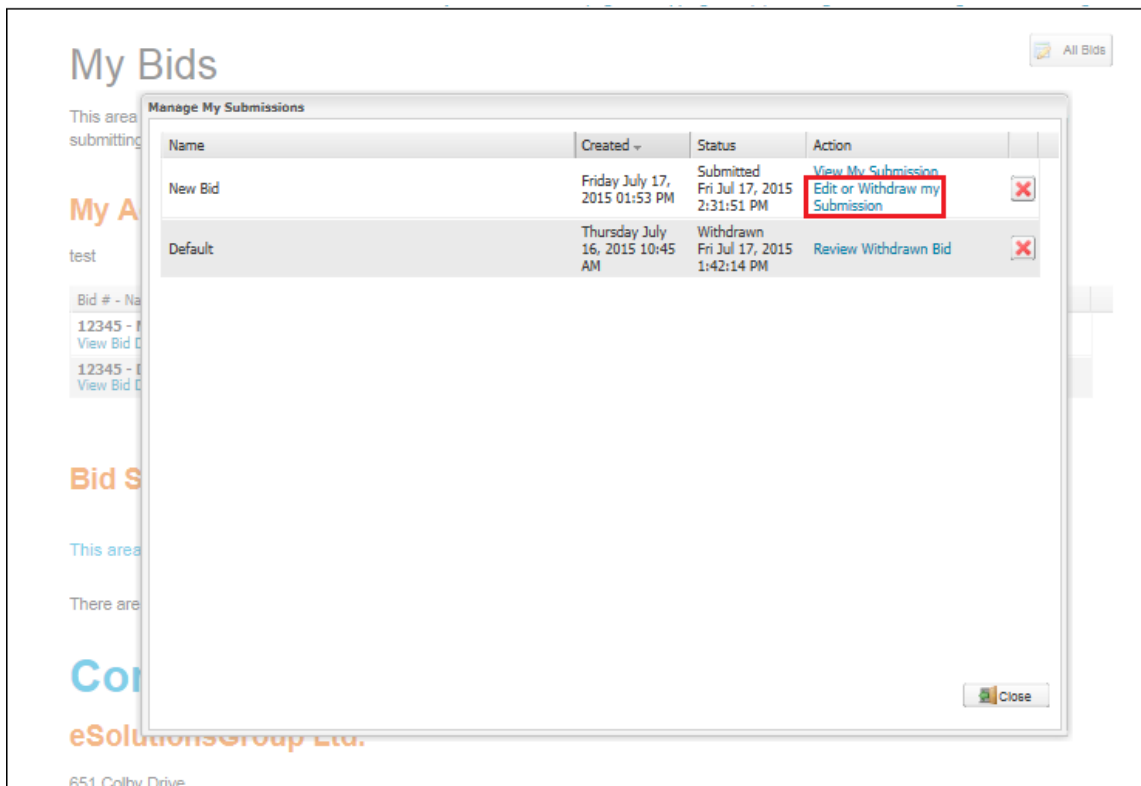
Schedule of Prices ✓ Specifications ✓ Terms & Conditions ✓ Preview My Bid **Submit My Bid**

WITHDRAWING YOUR SUBMISSION

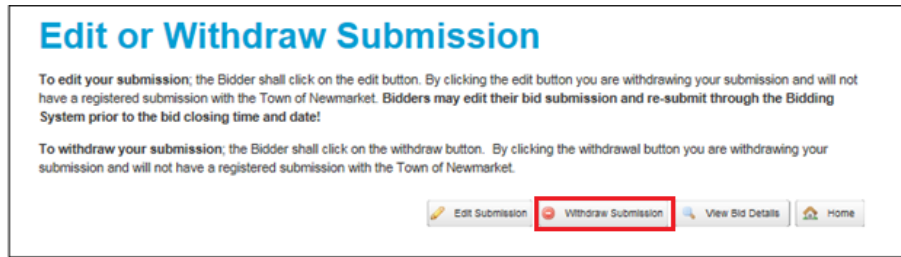
- 1. Go to the My Bids page. Find the bid opportunity that you wish to withdraw and click on Manage My Submissions.



- 2. Click Edit or Withdraw my Submission.



3. Click on Withdraw Submission to withdraw your bid submission.



4. You will receive an automated email informing you that your bid submission has been successfully withdrawn.

SUBMITTING AN ALTERNATE BID

1. Go to the My Bids page. Find the bid opportunity that you wish to edit and click on Start an Alternate Bid

My Active Bids

test

| Bid # - Name | Bid Status | Closing Date | Submission Status | Action |
|---------------------------------------------------------------------------------|------------|--------------------------------|-------------------|---------------------------------------------------------------------------------|
| 123456 - Example Tender View Bid Documents | Open | Fri Jul 31, 2015 3:00:00 PM | 2 In Progress | Manage My Submissions Start An Alternate Bid |
| 12345 - No Bid test View Bid Documents | Open | Fri Jul 31, 2015 3:00:00 PM | 2 Withdrawn | Manage My Submissions Start An Alternate Bid |
| 12345 - Dave's Spec Table View Bid Documents | Open | Fri Jul 31, 2015 3:00:00 PM | In Progress | Resume Submission Start An Alternate Bid |

2. Enter the name of the alternate bid and click Create

Start An Alternate Bid

Assign a name or short description to the bid to help identify and differentiate from other bids.

Name or Description:

3. You will be directed to the Online Submission section. Proceed to fill out all sections as before for the previous bid. Note that the name of your bid will be displayed in the top left corner.

← Back to Bid Details My Bids Bids Homepage Shopping Cart (0) Manage Account Change Password Logout

Schedule of Prices ✓ Specifications ✓ Terms & Conditions ! Preview My Bid Submit My Bid

Current Bid: Bid 2 Green Option Last updated by: Nicole Pyman
Fri Jul 17, 2015 16:04:34

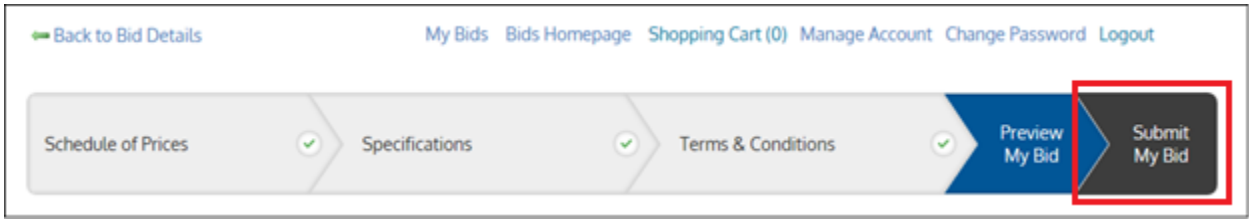
12345 - No Bid test

Schedule of Prices

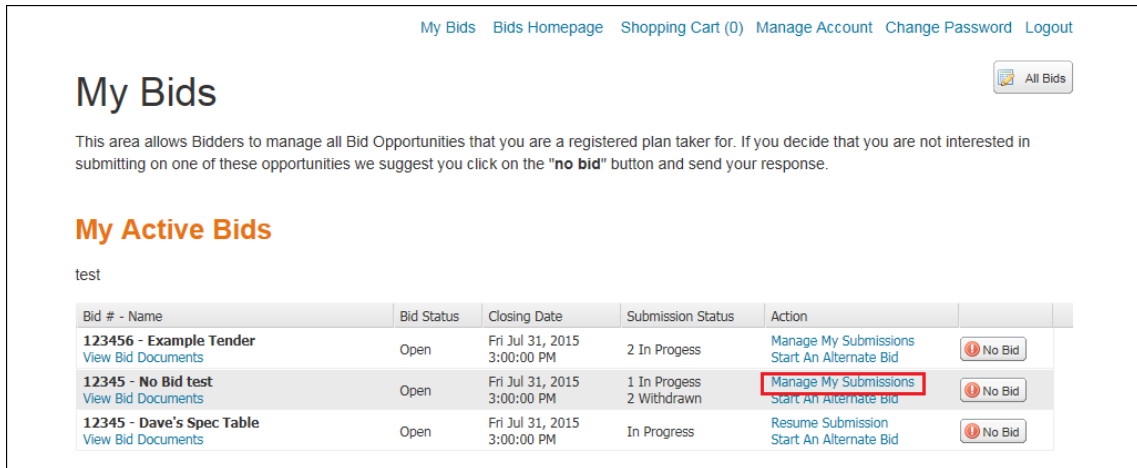
The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. In lawful money of Canada.

The first table is a Summary Table which provides your Sub-Total for each pricing table and also indicates whether or not the table is mandatory or not. Asterisk's within the table denotes a "MANDATORY" line item.

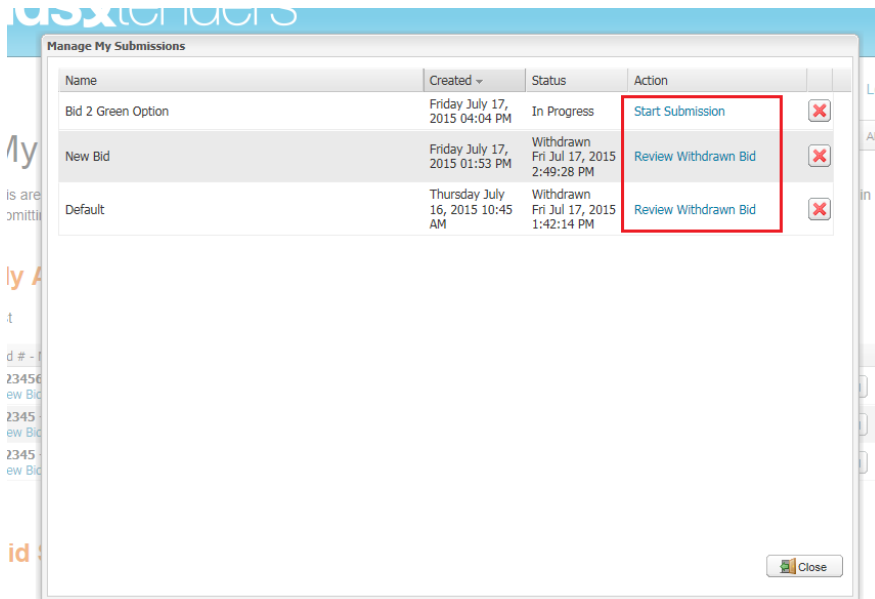
- 4. When you are ready to submit, click on Submit My Bid.
- 5.



- 6. To view or edit your alternate submission, go to the My Bids page, and click on Manage My Submissions



- 7. Click on the action that you would like to complete.



FREQUENTLY ASKED QUESTIONS - ONLINE BID SUBMISSIONS

WHAT IS AN ONLINE BID SUBMISSION?

The Bids and Tenders system allows for vendors to submit their response to a bid opportunity (RFI, RFQ, RFP, Tender etc.) completely online. It is a timely, audited and fully secure environment.

WHAT FILE TYPES ARE SUPPORTED?

Our system accepts all types of non-malicious files including drawings, rich text, word processing, images, media, PDFs and excels files.

WHAT DO I NEED TO INCLUDE IN MY BID PACKAGE?

Requirements for bid submissions can vary for each bid opportunity. Always refer to the instructions provided by the buyer.

IS THERE A SIZE LIMIT TO THE FILES I CAN UPLOAD?

The system has the ability to upload files as large as 500MB

MY FILES SIZE IS OVER 500MB, WHAT CAN I DO?

Did you scan in the documents of your bid response? If so, they may be saved in a high definition format (large file sizes). If this is the case try printing them to PDF to reduce the file size.

HOW LONG WILL IT TAKE TO UPLOAD MY BID?

We recommend uploading or completing your online bid submission **four hours** prior to the bid closing date/time. This buffer should provide enough time to ensure the document uploads successfully before the bid opportunity closes. If you are submitting your bid on using a computer that does not have high-speed internet, you may want to consider giving yourself more than four hours for the submission upload process.

WHY WILL MY BID NOT SUBMIT?

If you try to process your bid submission past the closing date/time, you will receive a message stating that you have missed the deadline and your bid cannot be accepted. If the document simply fails to upload, you may be trying to submit a file type that is not supported by the system. Always refer to the bid submission instructions provided by the purchaser. Contact Technical Support support@bidsandtenders.ca

HOW DO I KNOW THAT MY BID HAS BEEN SUCCESSFULLY SUBMITTED?

There are two types of confirmations; an on screen display and an email notification (that goes to all contacts on your vendor profile).

Upon submission, you will receive a bid submission receipt page which includes details such as:

- Time and Date of when the completed submission was received

- Addendums that were acknowledged with date/time stamp and IP address
- Auto generated confirmation number
- Company Details

ONCE I'VE SUBMITTED MY BID, CAN I MAKE CHANGES?

You can edit your bid and withdraw your bid up to the closing date/time of the bid. When a bid is withdrawn, all of the contacts on the vendor profiles are notified via email. Bidders are able to withdraw and / or modify their submission up until the closing date/time. If the bidder does withdraw, the system will send an email to all contacts on the vendor's profile. If you withdraw your bid and do not resubmit your bid, then you no longer have a bid registered with the agency

DOES THE PURCHASING ENTITY HAVE INSTANT ACCESS TO MY BID?

No, the system places all bid submissions into a virtual locked box where they cannot be viewed until the closing date and time.

CAN OTHER VENDORS SEE THAT I'VE SUBMITTED A BID?

The Bids and Tenders system gives buyers the option to publish a summary of the award results to the website, but only after the bid had closed. The details of what is posted and if its posted at all will depend on the agency's policy and bylaws.