

Agenda Including Addeds

Corporate Services Committee

9th Meeting of the Corporate Services Committee

May 1, 2023

12:00 PM

Council Chambers - Please check the City website for additional meeting detail information. Meetings can be viewed via live-streaming on YouTube and the City Website.

The City of London is situated on the traditional lands of the Anishinaabek (AUh-nish-in-ah-bek), Haudenosaunee (Ho-den-no-show-nee), Lūnaapéewak (Len-ah-pay-wuk) and Attawandaron (Add-a-won-da-run).

We honour and respect the history, languages and culture of the diverse Indigenous people who call this territory home. The City of London is currently home to many First Nations, Métis and Inuit today.

As representatives of the people of the City of London, we are grateful to have the opportunity to work and live in this territory.

Members

Councillors S. Lewis (Chair), H. McAlister, S. Stevenson, S. Trosow, D. Ferreira, Mayor J. Morgan

The City of London is committed to making every effort to provide alternate formats and communication supports for meetings upon request. To make a request specific to this meeting, please contact CSC@london.ca or 519-661-2489 ext. 2425.

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6.1 <i>(ADDED) Land Acquisition/Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations</i>	

A matter pertaining to the proposed or pending lease of building by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or

instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.

6.2 *(ADDED) Labour Relations/Employee Negotiations / Litigation/Potential Litigation / Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice*

A matter pertaining to labour relations and employee negotiations, litigation or potential litigation, including matters before administrative tribunals, affecting the municipality, and advice that is subject to solicitor-client privilege, including communications necessary for that purpose, concerning the Corporation's associations and bargaining units.

7. Adjournment

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee
From: Michael Schulthess, City Clerk
Subject: Integrity Commissioner Appointment and Agreement
Meeting on: May 1, 2023

Recommendation

That, on the recommendation of the City Clerk, the attached proposed by-law (Appendix “B”) **BE INTRODUCED** at the Municipal Council meeting on May 16, 2023 to:

- a) approve an Agreement to appoint Principles Integrity as the Integrity Commissioner for The Corporation of the City of London and to approve an Agreement for a Municipal Integrity Commissioner between The Corporation of the City of London and Principles Integrity and to repeal By-law No. A.-8117-168, being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London”;
- b) the City Clerk **BE DIRECTED** to make the necessary arrangements to have the Mayor and City Clerk execute the above noted Agreement; and
- c) delegate authority to the City Clerk, or written delegate to undertake all administrative acts that are necessary in regard to the Agreement.

Executive Summary

The current Integrity Commissioner agreement ends on May 31, 2023. This report seeks approval to appoint an Integrity Commissioner by by-law and approve an agreement for Integrity Commissioner services beginning June 1, 2023.

Linkage to the Corporate Strategic Plan

Municipal Council recognizes the importance of accountability and trust in the City of London 2023 – 2027 Strategic Plan. Specifically, as a Well-Run City, the City of London is committed to ensuring people have trust and confidence in their municipal government.

Previous Reports

August 26, 2014 – Corporate Services Committee – [Integrity Commissioner](#)

November 16, 2015 – Corporate Services Committee – [RFP 15-35 – Appointment of an Integrity Commissioner](#) (verbal overview provided by City Clerk)

May 17, 2016 – Council – [By-law No. A.-7505-156](#)

March 19, 2019 – Corporate Services Committee – [Implementation – Modernizing Ontario’s Municipal Legislation Act, 2017](#) and [Integrity Commissioner](#)

April 16, 2019 – Corporate Services Committee – [Integrity Commissioner Agreement](#)

May 10, 2021 – Corporate Services Committee – [Integrity Commissioner Agreement](#)

Background Information

1.0 Legislation

In accordance with section 223.2(1) of the *Municipal Act, 2001* municipalities are required to establish codes of conduct for members of council and its local boards.

In accordance with section 223.3(1) of the *Municipal Act, 2001*, the Integrity Commissioner shall carry out the following functions:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*.

Municipalities are required to appoint an Integrity Commissioner to perform the responsibilities noted above. The following rules apply if an Integrity Commissioner is either not appointed or has been appointed but not assigned all responsibilities:

- a) where a municipality has not appointed an Integrity Commissioner, it must make arrangements for those responsibilities to be performed by a Commissioner of another municipality; and
- b) if a municipality has appointed an Integrity Commissioner, but has not assigned to them all of the responsibilities set out in section 223.3(1) of the *Municipal Act, 2001*, the municipality must make arrangements for those responsibilities to be performed by an Integrity Commissioner of another municipality.

2.0 Relevant City of London Policies

In accordance with section 223.2(1) of the *Municipal Act, 2001*, the Municipal Council adopted the [Code of Conduct for Members of Council](#) in September 2014. The [Code of Conduct for Local Boards](#) was adopted in March 2019 to adhere to *Municipal Act, 2001* amendments. The Code of Conduct for Local Boards does not apply to:

- a board of health;
- a committee of management of a long-term care home;
- a police services board;
- a library board; and
- a municipal corporation.

In addition to adopting the Code of Conduct for Local Boards in March 2019, the Municipal Council adopted [Integrity Commissioner Terms of Reference](#) that included application to both codes of conduct and *Municipal Conflict of Interest Act*, as well as requests from members of Council and members of local boards for advice respecting their obligations under their respective codes of conduct and the *Municipal Conflict of Interest Act*, and providing educational information to the members of Council, members of local boards, the municipality and the public regarding codes of conduct.

3.0 Previous Integrity Commissioner Appointments

The Municipal Council appointed Mr. Gregory Stewart as Integrity Commissioner on May 17, 2016 after undertaking both a Request for Proposal and a targeted recruitment process. Mr. Stewart's appointment was renewed for two more terms on April 13, 2019 and May 25, 2021 with his current agreement expiring May 31, 2023.

Discussion

The Civic Administration sought applications province-wide for an Integrity Commissioner by advertising on the City of London website, with municipal groups and their advertising opportunities as well as standard recruitment platforms. In addition, a targeted recruitment was also undertaken reaching individuals with experience as an Integrity Commissioner.

By the close of the advertising period, the Civic Administration received four (4) applications for this appointment:

- ADR Chambers Inc.
- Aird & Berlis LLP
- Boghosian + Allen LLP
- Principles Integrity

All applications were reviewed with consideration given to their experience with the role and conducting investigations in an independent manner in accordance with the *Municipal Act, 2001*, a municipal code of conduct policy, and/or *Municipal Conflict of Interest Act*. Following this review, the Civic Administration is recommending the appointment of Principles Integrity as the Integrity Commissioner for a four-year term beginning June 1, 2023. Principles Integrity has submitted a summary of their qualifications which are attached to this report as Appendix "A", for the information of the Municipal Council. The by-law and Agreement are attached to this report as Appendix "B".

Financial Considerations

The budget for the Integrity Commissioner is part of the City Clerk's Office operating budget. Exact costs incurred on an annual basis depend on frequency of requests for advice and number of investigations undertaken. Integrity Commissioner services will be considered in the upcoming multi-year operating budget, but it is anticipated that the existing operating budget contains sufficient funds for the new contract.

The costs are expected to be \$1,200 for the annual retainer fee. There is another "per diem block fee" of \$1,750 for full day (half-day rates may be applied where applicable) attendance, including preparation, at any meeting of Council or local board for the purpose of conducting orientation, training or education. It is anticipated that the Integrity Commissioner will be called upon to provide at least one educational session during the term of the contract. For the performance of the remaining duties, the hourly rate is \$275/hour, to be billed monthly.

Conclusion

It is respectfully recommended that Principles Integrity be appointed as Integrity Commissioner for the City of London and the attached by-law and Agreement be brought forward to Municipal Council for enactment on May 16, 2023.

Recommended by: Michael Schulthess
City Clerk

Concurred by: Barry R. Card
Deputy City Manager, Legal Services

Appendix “A” – Summary of Qualifications

Principles Integrity

Principles Integrity is a partnership formed in 2017 to focus on the provision of Integrity Commissioner and municipal governance services through its two principals, Jeffrey A. Abrams and Janice Atwood. Each of its principals have enjoyed careers focused on local government, and have experience at the local, single-tier, upper-tier and provincial government levels.

Prior to joining Principles Integrity Mr. Abrams was Clerk of the City of Vaughan, and prior to that he worked in a similar capacity for the Regional Municipality of York and the amalgamated City of Toronto. He began his career as a solicitor in the pre-amalgamation Municipality of Metropolitan Toronto. Ms. Atwood most recently was City Solicitor for the City of Hamilton and prior to that was City Solicitor in Vaughan. Her municipal career spans engagements with the legal departments of the Cities of Mississauga and Brampton, the Ministry of Municipal Affairs and Housing, and a term as an elected official on the Peel District School Board. Both have abundant training and experience in law, municipal government, governance, ethical behaviours, investigations, coaching and legislative drafting.

Principles Integrity serves approximately 50 municipalities and other public bodies across the province. Mr. Abrams and Ms. Atwood are active members of MICO, an association of municipal integrity commissioners in Ontario. Mr. Abrams was recently a part-time professor at Seneca College, where he taught courses in municipal management and structures, and municipal law and ethics.

Appendix “B” – By-law Appointing Integrity Commissioner

Bill No.
2023

By-law No. A.-

A by-law to approve an Agreement to appoint Principles Integrity as the Integrity Commissioner for The Corporation of the City of London and to approve an Agreement for a Municipal Integrity Commissioner between The Corporation of the City of London and Principles Integrity and to repeal By-law No. A.-8117-168, being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London”

WHEREAS section 10(2)(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorizes a municipality to pass by-laws regarding the accountability and transparency of the municipality and its operations and of its local boards and their operations;

AND WHEREAS a Code of Conduct for Members of Council and a Code of Conduct for Local Boards were adopted by by-law;

AND WHEREAS an Integrity Commissioner Terms of Reference was adopted by by-law;

AND WHEREAS section 223.3 of the *Municipal Act 2001*, S.O. 2001, c. 25, as amended, and the City of London Code of Conduct for Members of Council and Code of Conduct for Local Boards establish responsibilities, powers and duties of an Integrity Commissioner;

AND WHEREAS Council of The Corporation of the City of London deems it expedient to appoint an Integrity Commissioner in accordance with the *Municipal Act, 2001*, S.O. 2001, c.25, as amended;

NOW THEREFORE the Council of The Corporation of the City of London hereby enacts as follows:

1. That Principles Integrity be hereby appointed as the Integrity Commissioner for The Corporation of the City of London and deemed to be an officer for the purposes of the *Municipal Act, 2001* S.O. 2001, c.25, as amended.
2. The Agreement attached hereto as Schedule “A” of this by-law is hereby authorized and approved.
3. The Mayor and the Clerk be hereby authorized to execute the Agreement authorized and approved in clause 2 above.

4. By-law No. A.-8117-168, being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London”, passed by Municipal Council on May 25, 2021, is hereby repealed.

5. This by-law comes into force and effect on June 1, 2023.

PASSED in Open Council on May 16, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – May 16, 2023
Second reading – May 16, 2023
Third reading – May 16, 2023

SCHEDULE "A"

Agreement for Municipal Integrity Commissioner

THIS AGREEMENT is made as of the 1st day of June, 2023

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "City" or "City of London")

- and -

PRINCIPLES INTEGRITY, through its principals
Jeffrey A. Abrams and Janice Atwood-Petkovski

(hereinafter called the "Integrity Commissioner")

Professional Services Agreement

WHEREAS the *Municipal Act, 2001* authorizes the City to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by Council in accordance with the legislation;

WHEREAS Council appointed Principles Integrity as Integrity Commissioner for the City of London to perform the duties and responsibilities of the office pursuant to the terms of the *Municipal Act, 2001* and the Agreement;

NOW THEREFORE, in consideration of the foregoing background, the covenants in this Agreement, and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), the Parties agree as follows:

1.0 Definitions

In this Agreement, the following terms shall have the following meanings:

"Agreement" means this Agreement between Principles Integrity and The Corporation of the City of London.

"Clerk" means the Clerk of the City of London, or their designate;

"Code of Conduct" means any code of conduct adopted from time to time in respect of the Members of Council or of a Local Board

"Council" means the Municipal Council of The Corporation of the City of London

"Local Board" means a local board as defined by section 223.1 of the *Municipal Act, 2001*

"Member" means, respectively, a Member of the Municipal Council of the Corporation of the City of London, or a Member of a Local Board of the City.

"*Municipal Act, 2001*" means the *Municipal Act, 2001*, S.O. 2001, c. 25 as may be amended

2.0 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and as may be amended from time to time, and shall be treated in all respects as an Ontario contract.

3.0 Duties

3.1 The City retains the Integrity Commissioner to carry out the functions and duties of the Integrity Commissioner in an independent manner, and the Integrity Commissioner agrees to perform the functions and duties set out in the following and in accordance with the following:

- (a) the Agreement;
- (b) the Integrity Commissioner Terms of Reference attached hereto as Schedule 1;
- (c) The Corporation of the City of London Code of Conduct for Members of Council Complaint Protocol attached hereto as Schedule 2;
- (d) The Corporation of the City of London Code of Conduct for Members of Local Boards Complaint Protocol attached hereto as Schedule 3;
- (e) The Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards;
- (f) The City's Respectful Workplace Policy; and
- (g) The *Municipal Act, 2001*.

3.2 The Integrity Commissioner shall perform the following functions:

- (a) The application of the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards.
- (b) The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
- (c) The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
- (d) Requests from members of Council and of Local Boards for advice respecting their obligations under the code of conduct applicable to the member.
- (e) Requests from members of Council and of Local Boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
- (f) Requests from members of Council and of Local Boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
- (g) The provision of educational information to members of Council, members of Local Boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*.

3.3 The Integrity Commissioner shall perform the following duties with respect to Municipal Council:

- (a) provide advice to Members of Council on the application of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council;
- (b) provide, when appropriate, Council with specific and general opinions and advice respecting compliance by elected officials in respect of the provisions of governing statutes, the Code of Conduct for Members of Council and any other applicable procedures, rules and policies governing the ethical behaviour of Members of Council;

- (c) provide advice to Members of Council on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*;
- (d) receive and conduct such formal or informal processes as may be appropriate (including inquiries or mediations), in accordance with the Council approved Complaint Protocol, concerning complaints by the Council, or any person that a Member of Council has contravened the City's Code of Conduct for Members of Council, the *Municipal Conflict of Interest Act*, or rules and policies of the municipality governing the ethical behaviour of Members of Council;
- (e) report to Council, in writing, where an inquiry under part c) has been conducted and the Integrity Commissioner is of the opinion that a Member of Council has contravened the Code of Conduct for Members of Council and/or and include any recommendations with respect to the inquiry for the Council to consider;
- (f) report to Council annually, in writing, summarizing any activities undertaken and advice given; and,
- (g) provide such training and written reference materials, upon the request of Municipal Council, for distribution to and use by Members of Council and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Council under the City's Code of Conduct for Members of Council and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council under the City's Code of Conduct for Members of Council and the *Municipal Conflict of Interest Act*.

3.4 The Integrity Commissioner shall perform the following duties with respect to Local Boards:

- (a) provide advice to Members of Local Boards on the application of the City's Code of Conduct for Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards;
- (b) provide, when appropriate, the Local Board with specific and general opinions and advice respecting compliance by Local Board Members in respect of the provisions of governing statutes, the Code of Conduct for Members of Local Boards and any other applicable procedure, rules and policies governing the ethical behaviour of Members of Local Boards.
- (c) provide advice to Members of Local Boards on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*;
- (d) receive and conduct inquiries, in accordance with the Council approved Complaint Protocol for Local Boards, into requests by Local Boards, a Members of the Local Boards or a member of the public about whether a Member of a Local Board has contravened the City's Code of Conduct for Local Boards;
- (e) receive and conduct inquiries or initiate inquiries about whether a Member of a Local Board has contravened the *Municipal Conflict of Interest Act*, in accordance with sections 5, 5.1 and 5.2 of the Act;
- (f) report to the Local Board, in writing, where an inquiry has been conducted under part c) and the Integrity Commissioner is of the opinion that a Member of the Local Board has contravened the Code of Conduct for Members of Local Boards and include any recommendations with respect to the inquiry for the Local Board to consider;
- (g) report to Local Boards, annually, in writing, summarizing any activities undertaken and advice given; and
- (h) provide such training and written reference materials, upon the request of Local Boards, for distribution to and use by Members of Local Boards and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of

Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and the *Municipal Conflict of Interest Act*.

- 3.5 The Integrity Commissioner shall perform the duties expeditiously in an independent and professional manner, in compliance with all applicable laws. For greater certainty, the Integrity Commissioner is entitled to establish such procedures, practices, protocols and policies to support the performance of the Integrity Commissioner's duties in a manner which best served the public interest, except where such policy or procedure conflicts with policies, procedures and protocols established by the City.
- 3.6 The Integrity Commissioner may be requested to provide advice confidentially to the Member making the request in respect of specific facts, and in a way in which the Member may rely upon the advice provided. In such circumstances and when the Integrity Commissioner is requested to do so, they may provide advice in a general way to all Members of Council or the Local Board respecting the interpretation of the relevant Code of Conduct.
- 3.7 The City shall provide public access to all Codes of Conduct through its website. The City shall also provide information about the Codes of Conduct, the role of the Integrity Commissioner and the complaint process on its website. As such, the Integrity Commissioner's duties do not include development of a website or similar public information, but any concern surrounding appropriate dissemination of information relevant to the duties of the Integrity Commissioner may be forwarded to the Clerk for consideration. Review of website content does not constitute part of the Integrity Commissioner's duties, unless specifically requested to do so by the City.
- 3.8 The City may in writing at any time after the execution of this Agreement or the commencement of the duties delete, extend, vary or otherwise alter the Code of Conduct and the duties forming the subject of this Agreement, provided that prior to doing so the Integrity Commissioner is consulted. The Integrity Commissioner shall have the option of terminating this Agreement immediately if the scope of the duties is materially altered without the Integrity Commissioner's consent.
- 4.0 Fees
- 4.1 Commencing on July 4, 2023, the City shall pay the Integrity Commissioner an annual retainer of \$1,200.00 respecting its services as Integrity Commissioner
- 4.2 The City shall pay the Integrity Commissioner a block fee of \$1,750.00 per day for attendance, including preparation, at any meeting of Council or a local board for the purpose of conducting training or education. It is anticipated that the Integrity Commissioner will be called upon to provide at least one educational session per term of Council.
- 4.3 For the performance of the remaining duties under this Agreement (including those related to the duties of Lobbyist Registrar), the City shall pay the Integrity Commissioner an hourly rate of \$275.00, to be billed monthly.
- 4.4 As travel to City offices will be required from time to time, the Integrity Commissioner will consider auto and rail transportation services, subject to what is most feasible in terms of timing. The City shall reimburse the Integrity Commissioner for auto travel at the following rate: \$ 0.54 per km.
- 4.5 Where overnight accommodation is required, the reasonable cost of such accommodation. Other disbursements at cost (receipts required).
- 4.6 Should the Integrity Commissioner require a meeting space at the City, the Clerk

will make arrangements to provide such space in a City facility on an as needed and as available basis. All such requests will be arranged by the Clerk. In arranging for such space, the City will be mindful of the importance of confidentiality. The Integrity Commissioner may request space in another City facility where the space offered could, in the opinion of the Integrity Commissioner give rise to confidentiality concerns and the City will make all reasonable efforts to accommodate such requests in a timely fashion.

- 4.7 Any reports prepared by the Integrity Commissioner shall be provided to the Clerk who will be responsible for placing the report on an upcoming Council agenda and otherwise distributing the Integrity Commissioner's report at the expense of the City.
- 4.8 The Integrity Commissioner shall submit monthly invoices for services performed. Confidentiality shall be preserved, to the extent required, with respect to the items listed on an invoice for payment.
- 4.9 Payments to the Integrity Commissioner will be by cheque, Electronic Funds Transfer or such other method as the Parties may agree to from time to time.
- 4.10 The Integrity Commissioner shall not seek reimbursement from the City for any costs incurred by them which are not specifically set out in this Agreement, unless such costs are pre-authorized in writing by the Clerk. Notwithstanding the foregoing, pre-approval will not be sought if to do so would breach the Integrity Commissioner's statutory independence and confidentiality obligations in the course of an investigation.
- 4.11 The City shall pay the amount of any invoice issued in accordance with this Agreement within 30 days of the date of receipt.
- 5.0 Confidentiality
- 5.1 During the term of this Agreement, pursuant to Subsection 223 .4 of the *Municipal Act, 2001* the Integrity Commissioner is entitled to have access to all books, financial records, electronic data, processing records, reports, files and any other papers, things or property belonging to or used by the municipality that the Integrity Commissioner believes to be necessary for an inquiry. Unless to do so will in the opinion of the Integrity Commissioner undermine the integrity of an investigation, a request for access to solicitor client privileged information by the Integrity Commissioner shall be directed to the City Solicitor and the procedure for access to solicitor client privileged information will be agreed upon between the City Solicitor and the Integrity Commissioner. The Integrity Commissioner's access to any privileged information shall not constitute a waiver of privilege.
- 5.2 The Integrity Commissioner and every person acting under the instructions of the Integrity Commissioner shall preserve secrecy with respect to all matters that come to their knowledge in the course of carrying out any of the duties of the Integrity Commissioner under this Agreement, except as required by law in a criminal proceeding or in accordance with the provisions of Subsection 223.5 of the *Municipal Act, 2001*.
- 5.3 Pursuant to Subsection 223.5(3) of the *Municipal Act, 2001*, 5.2 prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.
- 5.4 Where the Integrity Commissioner reports to the Council or Local Board that in their opinion a Member has contravened the Code of Conduct, the Integrity Commissioner may disclose in the report such matters as in the Integrity Commissioner's opinion are necessary, subject to applicable law.
- 5.5 If the Integrity Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of any

other Act, including the *Criminal Code of Canada*, the Integrity Commissioner will refer that portion of the matter to the appropriate authorities and suspend an inquiry of that portion of the matter until any resulting police investigation and charge has been finally disposed of, and shall report the suspension to Council.

5.6 Except as may be required by law, the Integrity Commissioner shall not disclose confidential information that was the subject of a closed meeting under Section 239 of the *Municipal Act, 2001*, or which could identify a person concerned.

6.0 Indemnity and Insurance

6.1 The City shall indemnify and save harmless the Integrity Commissioner or any person acting under the instructions of that officer for costs reasonably incurred by either of them in connection with the defence of a proceeding if the proceeding relates to an act done in good faith in the performance or intended performance of a duty or authority under this Part or a by-law passed under it or an alleged neglect or default in the performance in good faith of the duty or authority. If the City is required to indemnify the Integrity Commissioner in accordance with article 6.1 of the Agreement, the Integrity Commissioner may require that the City retain or directly pay the costs for legal counsel for the Integrity Commissioner.

6.2 The Integrity Commissioner shall continuously maintain throughout the term of the Agreement and pay for the following insurance coverage:

Commercial General Liability insurance including personal injury, broad form contractual liability, owners and contractors protective, completed operations, and non-owned automotive liability in an amount of not less than five million dollars (\$5,000,000.00) applying to all contracts for claims arising out of one occurrence, and,

Professional Liability (Errors and Omissions) in an amount of not less than five million dollars (\$5,000,000.00).

The Commercial General Liability policy shall include the City of London as an additional insured in respect of all operations performed by or on behalf of the Integrity Commissioner in relation to the Agreement requirements and be endorsed to provide the owner with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.

The Integrity Commissioner shall provide an updated Certificate of Insurance on the City's standard form, or on a form acceptable to the City of London, by no later than thirty (30) days prior to the expiry date of any required coverage. Notwithstanding this provision, where any required insurance coverage is due to expire within thirty (30) days, the Integrity Commissioner shall submit an updated Certificate of Insurance upon ten (10) business days of written notice by the City.

7.0 Term and Termination.

7.1 This agreement shall be effective on June 1, 2023 and shall expire on May 31, 2027, unless otherwise terminated in accordance with the terms of this Agreement or by mutual agreement of the City and the Integrity Commissioner in writing. Upon expiry of any extended term of this Agreement the Agreement shall continue on a month-to-month basis for a period of up to twelve months without any action needing to be taken by either Party.

7.2 The City may with 30 days' notice in writing to the Integrity Commissioner, suspend or terminate this Agreement and the duties thereunder or any portion thereof at any stage of the retainer. Upon receipt of such written notice, the Integrity Commissioner shall perform no further duties other than those

reasonably necessary to close out the Integrity Commissioner's duties. In such an event, the Integrity Commissioner shall be entitled to payment for those duties rendered and disbursements incurred to the date of such termination.

- 7.3 The Integrity Commissioner may at any time by 30 days' notice in writing to the City, terminate this agreement and the duties there under. Upon giving such written notice, the Integrity Commissioner shall not, without the consent of Council, perform any further duties other than those reasonably necessary to close out the Integrity Commissioner's duties. In such an event, the Integrity Commissioner shall be entitled to payment for those duties rendered and disbursements incurred to the date of such termination.
- 7.4 This Agreement may be extended or renewed at the City's absolute sole discretion.
- 7.5 Upon termination of this Agreement, the Integrity Commissioner shall forthwith deliver all material and documentation related to any investigations underway to the City's next Integrity Commissioner, and all such material and documentation shall become the property of the new Integrity Commissioner of the City. In the event of the City not having contracted the services of a new Integrity Commissioner, upon termination of this Agreement, the Integrity Commissioner shall make arrangements with the Clerk to transfer the material and documentation related to ongoing investigations in such a manner that satisfies the Integrity Commissioner's concerns respecting the confidentiality of the records, while allowing their use for the purposes that they were created.
- 8.0 Reviewing Records
- 8.1 The Integrity Commissioner shall retain records and documentation relating to its duties for a period of seven years following the earlier of the finalization of a matter or termination of this agreement.
- 8.2 The Integrity Commissioner shall cooperate to the extent possible in response to a request from the City Solicitor or the City Clerk for an explanation of an invoice submitted by the Integrity Commissioner, taking into account the City's due diligence responsibilities, the independence inherent in the role of Integrity Commissioner, and the statutory obligation to preserve secrecy with respect to all matters that come to the Integrity Commissioner's knowledge in the course of its duties.
- 9.0 Integrity Commissioner's Representation & Warranties
- 9.1 The Integrity Commissioner represents and warrants to and in favour of the City and acknowledges that the City is relying thereon as follows:
- 9.2 The Integrity Commissioner has full power and authority and has obtained all necessary approvals to execute, deliver and perform this Agreement.
- 9.3 The Integrity Commissioner's execution, delivery and performance of this Agreement shall not constitute:
 - (a) a violation of any judgment, order or decree;
 - (b) a material default under any material contract by which it or any of its material assets are bound; or
 - (c) an event that would with notice or lapse of time, constitute such a default.
- 9.4 The obligations and services of the Integrity Commissioner hereunder will be performed in a professional manner consistent with the highest industry standards reasonably applicable to the performance of such obligations.

- 9.5 The Integrity Commissioner does not have any conflicts of interest that would interfere with carrying out the duties under this Agreement. Without limiting the generality of the foregoing, the principals of the Integrity Commissioner specifically acknowledge that they:
- (a) are not employees of the City;
 - (b) do not have a financial interest in any matters involving the City;
 - (c) do not have an interest in matters before City Council or in any work undertaken by the City;
 - (d) do not have any involvement in the municipal politics of the City of London.
- 9.6 The Integrity Commissioner will be impartial and neutral and shall perform all duties skillfully, competently, independently and in accordance with all applicable law.
- 10.0 Conflicts
- 10.1 Subject to 8.2 the Integrity Commissioner may delegate certain duties, including the exercise of powers under the *Municipal Conflict of Interest Act* or the *Public Inquiries Act*, and the duty to report on an inquiry, in circumstances where both principals of the Integrity Commissioner become aware of a private interest in a matter that conflicts or could reasonably be perceived to conflict with the proper administration of the Integrity Commissioner's role. The Integrity Commissioner recognizes and agrees that it has been selected by the City to perform its duties based on the unique qualifications of its principals, and so any delegate will have qualifications, experience and expertise necessary to perform the duties to the same standard as the Integrity Commissioner. For greater certainty, the Integrity Commissioner will not assign or subcontract all or any portion of this Agreement without the prior written consent of the City.
- 10.2 Upon receipt of a notice in writing from the Integrity Commissioner pursuant to section 8.1, the Clerk may request the Integrity Commissioner to remove itself from an investigation/inquiry or to stop any further work on a matter, in which case, the Integrity Commissioner shall immediately make arrangements to transfer all related documentation to the Clerk as soon as possible. In that case, the Clerk may retain another person to conduct the investigation/inquiry or to carry on the work in question in place of the Integrity Commissioner, as the Clerk deems appropriate.
- 11.0 General
- 11.1 The Integrity Commissioner is appointed with reference to Subsection 223.3 of the *Municipal Act, 2001* and as such is responsible for performing the duties under this Agreement in an independent manner. The Integrity Commissioner may be identified publicly as the City of London's Integrity Commissioner however the Integrity Commissioner is an independent entity and shall not be considered at any time to be an agent or employee of the City.
- 11.2 Where in this Agreement any notice is required to be given or made by either party to this Agreement, it shall be in writing and is effective if delivered in person, sent by ordinary or registered mail, or email addressed to the other party for whom it is intended at the following addresses, and any notice shall be deemed to have been given:
- (a) if delivered personally, on the date of such delivery;
 - (b) if by ordinary mail, on the second business day following the date of mailing;
 - (c) if by registered mail, on the day the postal receipt is acknowledged by the other party;
 - (d) if by email, on the day it is acknowledged by reply e-mail.

11.3 Any notices intended for the City shall be delivered and addressed to:

Michael Schulthess, City Clerk
City Clerk's Office
City of London
300 Dufferin Ave, P.O. Box 5035, London, ON N6A 4L9
Telephone: (519) 661-2489) x 5396
Email: mschulth@london.ca

11.4 Any notices intended for the Integrity Commissioner shall be delivered and addressed to:

Principles Integrity
30 Haddon Street, Toronto, ON M5M 3M9
Attention: Jeffrey A. Abrams and Janice Atwood-Petkovski
Telephone: 647-259-8697
Email: postoffice@principlesintegrity.org

11.5 The address of either party may be changed by notice in the manner set out in this section.

11.6 This Agreement may only be changed or amended in writing duly executed by the duly authorized representatives of both parties.

11.7 In the event of a breach of any provision of this Agreement by one party to this Agreement, no action or failure to act by the other party shall constitute a waiver of any right or duty afforded by that party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any such breach, except as may be specifically agreed to in writing by the party that is not in breach.

11.8 If any of the provisions of this Agreement shall be illegal or invalid, such illegality or invalidity shall not render the whole agreement illegal or invalid, but the Agreement shall be construed as if it did not contain the illegal or invalid provision(s), and the rights and obligations of the Parties shall be construed and enforced accordingly.

11.9 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersede all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written, unless they are expressly incorporated by additional reference in the Agreement.

11.10 Articles 4 and 5 shall survive upon termination of this Agreement.

11.11 Time shall be of the essence in all respects of this Agreement.

11.12 Each of the parties hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgements or documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence and do and perform and cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

11.13 Any dispute, difference or disagreement between the parties in relation to this agreement may, with the consent of Council and the Integrity Commissioner, be referred to arbitration. No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the duties or in the

business or other affairs of either the City or the Integrity Commissioner. The determination of the arbitrator shall be final and binding upon the parties.

11.14 This Agreement may be signed in counterparts, each of which is an original, and all of which taken together constitute one single document.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as duly attested to by the hands of their proper signing officers authorized in that behalf.

SIGNED, SEALED AND DELIVERED) THE CORPORATION OF THE CITY OF
) LONDON

I/We Have the Authority to Bind
the Corporation

)
)
)
)
)
)
) _____
) MAYOR

)
)
)
) _____
) CLERK

)
) **PRINCIPLES INTEGRITY**

I Have the Authority to Bind
the Partnership

)
)
)
) _____
) Name: Jeffrey A. Abrams
) Position: Co-Principal

Schedule 1

The Corporation of the City of London Terms of Reference for the Integrity Commissioner

1. Policy Statement

This Policy establishes a Terms of Reference for The Corporation of City of London Integrity Commissioner in accordance with section 223.3 of the *Municipal Act, 2001*.

2. Definitions

None.

3. Applicability

This Policy applies to all Members of Council and Local Boards.

4. The Policy

4.1 The Integrity Commissioner is an independent officer, appointed by Council by by-law passed under section 223.3 of the *Municipal Act, 2001*. The Integrity Commissioner reports directly to Council or Local Boards and functions independently of the Civic Administration and Local Board Administration.

4.2 Municipal Council

In accordance with section 223.3(1) of the *Municipal Act, 2001*, the Integrity Commissioner shall carry out the following functions:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*.

The duties of the Integrity Commissioner with respect to Municipal Council are to:

- a) provide advice to Members of Council on the application of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council;

- b) provide advice to Members of Council on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*,
- c) receive and conduct such formal or informal processes as may be appropriate (including inquiries or mediations), in accordance with the Council approved Complaint Protocol, concerning complaints by the Council, or any person that a Member of Council has contravened the City's Code of Conduct for Members of Council, the *Municipal Conflict of Interest Act*, or rules and policies of the municipality governing the ethical behaviour of Members of Council;
- d) report to Council, in writing, where an inquiry under part c) has been conducted and the Integrity Commissioner is of the opinion that a Member of Council has contravened the Code of Conduct for Members of Council and/or and include any recommendations with respect to the inquiry for the Council to consider;
- e) report to Council annually, in writing, summarizing any activities undertaken and advice given; and,
- f) provide such training and written reference materials, upon the request of Municipal Council, for distribution to and use by Members of Council and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Council under the City's Code of Conduct for Members of Council and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council under the City's Code of Conduct for Members of Council and the *Municipal Conflict of Interest Act*.

4.3 Local Boards

The duties of the Integrity Commissioner with respect to Local Boards are to:

- a) provide advice to Members of Local Boards on the application of the City's Code of Conduct for Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards;
- b) provide advice to Members of Local Boards on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*;
- c) receive and conduct inquiries, in accordance with the Council approved Complaint Protocol for Local Boards, into requests by Local Boards, a Member of the Local Boards or a member of the public about whether a Member of a Local Board has contravened the City's Code of Conduct for Local Boards;
- d) receive and conduct inquiries or initiate inquiries about whether a Member of a Local Board has contravened the *Municipal Conflict of Interest Act*, in accordance with sections 5, 5.1 and 5.2 of the Act;
- e) report to the Local Board, in writing, where an inquiry has been conducted under part c) and the Integrity Commissioner is of the opinion that a Member of the Local Board has contravened the Code of Conduct for Members of Local Boards and include any recommendations with respect to the inquiry for the Local Board to consider;
- f) report to Local Boards, annually, in writing, summarizing any activities undertaken and advice given; and
- g) provide such training and written reference materials, upon the request of Local Boards, for distribution to and use by Members of Local Boards and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and the *Municipal Conflict of Interest Act*.

Schedule 2

THE CORPORATION OF THE CITY OF LONDON CODE OF CONDUCT FOR MEMBERS OF COUNCIL COMPLAINT PROTOCOL

AUTHORITY

Section 223.3 of the *Municipal Act, 2001* authorizes a municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the powers and duties assigned by the municipality with respect to the application of the Code of Conduct for Members of Council. Sections 223.4 of the *Municipal Act, 2001* provides that an Integrity Commissioner has certain powers duties and protections.

The Code of Conduct for Members of Council was adopted by Council by By-law No. CPOL.-383-90 on March 26, 2019.

This Complaint Protocol was adopted by Council by By-law No. CPOL.-383-90 on March 26, 2019.

PART A: INFORMAL COMPLAINT PROCEDURE

Any person or any representative of an organization who has identified or witnessed behaviour or an activity by a Member of Council that they believe is in contravention of the *Code of Conduct for Members of Council* (the "Code") may wish to address the prohibited behaviour or activity themselves as follows:

- (1) advise the Member that the behaviour or activity contravenes the Code;
- (2) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to avoid future occurrences of the prohibited behavior or activity;
- (3) keep a written record of the incidents including dates, times, locations, other persons present, and any other relevant information;
- (4) request the Integrity Commissioner to assist in informal discussion of the alleged complaint with the Member in an attempt to resolve the issue;
- (5) if applicable, confirm to the Member your satisfaction with the response of the Member; or, if applicable, advise the member of your dissatisfaction with the response; and
- (6) consider the need to pursue the matter in accordance with the formal complaint procedure outlined in Part B, or in accordance with another applicable judicial or quasi-judicial process or complaint procedure.

All persons and organizations are encouraged to initially pursue this informal complaint procedure as a means of stopping and remedying a behaviour or activity that is prohibited by the Code. With the consent of the complaining individual or organization and the Member, the Integrity Commissioner may be part of any informal process. However, it is not a precondition or a prerequisite that those complaining must pursue the informal complaint procedure before pursuing the Formal Complaint Procedure in Part B.

PART B: FORMAL COMPLAINT PROCEDURE:

1.1 Integrity Commissioner Requests for Inquiries - Section 1

1. (1) A request for an investigation of a complaint that a Member has contravened the Code (the “complaint”) shall be sent directly to the Integrity Commissioner by mail, e-mail, fax or courier and shall be in writing.
- (2) All complaints shall be signed by an identifiable individual (which includes the authorized signing officer of an organization).
- (3) A complaint shall set out reasonable and probable grounds for the allegation that the Member has contravened the Code. For example, the complaint should include the name of the alleged violator, the provision of the Code allegedly contravened, facts constituting the alleged contravention, the names and contact information of witnesses, and contact information for the complainant during normal business hours.
- (4) Municipal Council may also file a complaint and/or request an investigation of any of its members by public motion.

1.2 Initial Classification by Integrity Commissioner - Section 2

2. (1) Upon receipt of the complaint, the Integrity Commissioner shall make an initial classification to determine if the matter is, on its face, a complaint with respect to non-compliance with the Code and not covered by other legislation or other Council Policies as described in subsection (2).
- (2) If the complaint is not, on its face, a complaint with respect to non-compliance with the Code or the complaint is covered by other legislation or a complaint procedure under another Council Policy, the Integrity Commissioner shall advise the complainant in writing as follows:
 - (a) if the complaint on its face is an allegation of a criminal nature consistent with the *Criminal Code of Canada*, the complainant shall be advised that if the complainant wishes to pursue any such allegation, the complainant must pursue it with the appropriate police force;
 - (b) if the complaint on its face is with respect to non-compliance with the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be advised that the matter will be referred for review to the City Clerk;
 - (c) if the complaint on its face is with respect to non-compliance with a more specific Council policy with a separate complaint procedure, the complainant shall be advised that the matter will be processed under that procedure;
 - (d) if the complaint is in relation to a matter which is subject to an outstanding complaint under another process such as a Human Rights complaint or similar process, the Integrity Commissioner may, in their sole discretion and in accordance with legislation, suspend any investigation pending the result of the other process; and,
 - (e) in other cases, the complainant shall be advised that the matter, or part of the matter, is not within the jurisdiction of the Integrity Commissioner to process, with any additional reasons and referrals as the Integrity Commissioner considers appropriate.
- (3) The Integrity Commissioner may report to Municipal Council that a specific complaint is not within the jurisdiction of the Integrity Commissioner, but shall not disclose information that could identify a person concerned.
- (4) The Integrity Commissioner shall report semi - annually to Municipal Council on complaints not within the jurisdiction of the Integrity Commissioner, but shall not disclose information that could identify a person concerned.

1.3 Integrity Commissioner Investigation - Sections 3 – 5

3. (1) If the Integrity Commissioner is of the opinion that a complaint is frivolous, vexatious or not made in good faith, or that there are no grounds or insufficient grounds for an investigation, the Integrity Commissioner shall not conduct an investigation, or, where that becomes apparent in the course of an investigation, terminate the investigation.
- (2) Other than in exceptional circumstances, the Integrity Commissioner will not report to Municipal Council on any complaint described in subsection (1) except as part of a semi- annual or other periodic report.
4. (1) If a complaint has been classified as being within the Integrity Commissioner's jurisdiction and not rejected under section 3, the Commissioner shall investigate and in so doing, at any time may attempt to settle the complaint.
- (2) Upon receipt of a formal complaint pursuant to the Code, and where the Integrity Commissioner determines that the complaint meets the criteria to be investigated, the Integrity Commissioner may elect to conduct an informal investigation, which may include mediation, or alternatively to exercise the powers of a Commission under sections 33 and 34 of the Public Inquiries Act, 2009 as contemplated by subsection 223.4(2) of the Act.
- (3) When the Public Inquiries Act, 2009 applies to an investigation of a complaint, the Integrity Commissioner shall comply with the procedures specified in that Act and this Complaint Protocol, but, if there is a conflict between a provision of the Complaint Protocol and a provision of the Public Inquiries Act, 2009 the provision of the Public Inquiries Act, 2009 prevails.
5. (1) The Integrity Commissioner will proceed as follows, except where otherwise required by the Public Inquiries Act, 2009:
 - (a) serve the complainant and supporting material upon the Member whose conduct is in question with a request that a written response to the allegation by way of affidavit or otherwise be filed within ten business days; and
 - (b) serve a copy of the response provided upon the complainant with a request for a written reply within ten business days.
- (2) If necessary, after reviewing the written materials, the Integrity Commissioner may speak to anyone relevant to the complaint, access and examine any of the information described in subsections 223.4(3) and (4) of the *Municipal Act, 2001* and may enter any City work location relevant to the complaint for the purposes of investigation and settlement.
- (3) The Integrity Commissioner shall not issue a report finding a violation of the Code on the part of any Member unless the Member has had reasonable notice of the basis for the proposed finding and any recommended penalty and an opportunity either in person or in writing to comment on the proposed finding and any recommended penalty.
- (4) The Integrity Commissioner may make interim reports to Municipal Council where necessary and as required to address any instances of interference, obstruction or retaliation encountered during an investigation.
- (5) If the Integrity Commissioner has not completed an investigation before Nomination Day for a regular election, as set out in the *Municipal Elections Act, 1996*, the Integrity Commissioner shall terminate the inquiry on that day.

If an investigation is terminated in accordance with subsection 223.4(7) of the *Municipal Act, 2001*, the Integrity Commissioner shall not commence another

inquiry in respect to the matter unless, within six weeks after Voting Day in a regular election, the complainant who made the request or the Member or former Member whose conduct is concerned makes a written request to the Integrity Commissioner that the investigation be commenced.

- (6) The Integrity Commissioner shall retain all records related to the complaint and investigation.

1.4 Integrity Commissioner Investigation - Sections 6 – 9

6. Notwithstanding any other provisions of this Protocol, in the year of a regular election the following rules apply during the period starting on Nomination Day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996* and ending on Voting Day in a regular election, as set out in section 5 of the Act:
 - (i) there shall be no requests for an inquiry about whether a Member has contravened the Code applicable to the Member;
 - (ii) the Integrity Commissioner shall not report to the municipality about whether in their opinion, a Member has contravened the Code applicable to the Member; and,
 - (iii) the municipality shall not consider whether to impose penalties referred to in subsection 223.4(5) of the *Municipal Act, 2001*, on a Member.
7.
 - (1) The Integrity Commissioner shall report to the complainant and the Member generally no later than 90 days after the intake process has been completed and an investigation has been commenced. If the investigation process takes more than 90 days, the Integrity Commissioner shall provide an interim report and must advise the parties of the date the report will be available.
 - (2) Where the complaint is sustained in whole or in part, the Integrity Commissioner shall also report to Municipal Council outlining the findings, the terms of any settlement or recommended penalty. The City Clerk shall process the report for the next meeting of Municipal Council.
 - (3) Any recommended corrective action must be permitted in law and shall be designed to ensure that the inappropriate behavior or activity does not continue.
 - (4) Where the complaint is dismissed, other than in exceptional circumstances, the Integrity Commissioner shall not report to Municipal Council except as part of a semi-annual or other periodic report.
8. If the Integrity Commissioner determines that there has been no contravention of the Code or that a contravention occurred although the Member took all reasonable measures to prevent it, or that a contravention occurred that was trivial or committed through inadvertence or an error of judgment made in good faith, the Integrity Commissioner shall so state in the report and shall recommend that no penalty be imposed.
9. Notwithstanding any other provision of this Protocol, the Integrity Commissioner shall not make any report to Municipal Council or to any other person during the period of time starting on Nomination Day and ending on Voting Day in any year in which a regular municipal election will be held, as set out in the *Municipal Elections Act, 1996*.

1.5 Municipal Council Review – Section 10

10.
 - (1) Municipal Council shall consider and respond to the report within 90 days after the day the report is laid before it.
 - (2) Municipal Council shall not consider whether to impose sanctions on a Member, where the Integrity Commissioner makes a report to the Municipal

Council regarding a contravention of the Code, during the period of time starting on Nomination Day and ending on Voting Day in a year in which a regular election will be held, as set out in the *Municipal Elections Act, 1996*.

- (3) In responding to the report, Municipal Council may vary a recommendation that imposes a penalty, subject to section 223.4, subsection (5) of the *Municipal Act, 2001*, but shall not refer the recommendation other than back to the Integrity Commissioner.
- (4) Upon receipt of recommendations from the Integrity Commissioner, Municipal Council may, in circumstances where the Integrity Commissioner has determined there has been a violation of the Code impose either of two penalties:
 - (a) a reprimand; or
 - (b) suspension of the remuneration paid to the member in respect of his/her services as a Member of Council or a local board, as the case may be, for a period of up to 90 days.
- (5) The Integrity Commissioner may also recommend that Municipal Council impose one of the following sanctions:
 - (a) written or verbal public apology;
 - (b) return of property or reimbursement of its value or of monies spent;
 - (c) removal from membership of a committee; and,
 - (d) removal as a chair of a committee.
- (6) The Integrity Commissioner has the authority to apply sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* and investigate complaints or initiate an investigation of suspected violations of the Act. If the Integrity Commissioner determines that a violation has occurred, the Integrity Commissioner may apply to a judge for determination of the questions of whether the member has contravened sections 5, 5.1 or 5.2 of the Act.

1.6 Confidentiality – Section 11

- 11.(1) A complaint will be processed in compliance with the confidentiality requirements in sections 223.5 and 223.6 of the *Municipal Act, 2001* which are summarized in the following subsections.
 - (2) The Integrity Commissioner and every person acting under her or his instructions shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of any investigation except as required by law in a criminal proceeding.
 - (3) All reports from the Integrity Commissioner to Council will be made available to the public.
 - (4) Any references by the Integrity Commissioner in a semi-annual or other periodic report to a complaint or an investigation shall not disclose confidential information that could identify a person concerned.
 - (5) The Integrity Commissioner in a report to Council on whether a member has violated the Code shall only disclose such matters as in the Integrity Commissioner's opinion are necessary for the purposes of the report.

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee

From: Anna Lisa Barbon, Deputy City Manager, Finance Supports

Subject: Procurement of Goods and Services Policy Revisions

Date: May 1, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Finance Supports, the attached proposed By-Law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting to be held on May 16, 2023 to amend By-law No. A.-6151-17, as amended, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the *Municipal Act, 2001*”, by deleting Schedule “C” – Procurement of Goods and Services Policy in its entirety and by replacing it with a new Schedule “C” – Procurement of Goods and Services Policy, to update the Policy, to provide additional clarity and updates.

Executive Summary

As per Section 2.10 of the Procurement of Goods and Services Policy, the Policy is to be reviewed and revised on a periodic basis. It is anticipated that reviews will be conducted every five (5) years or more frequently as required. The name of the Purchasing and Supply section has been changed to Procurement and Supply to more accurately describe the services provided by the section. The name change requires numerous edits to the Policy. Further, a general review of the Policy has also been conducted by administration and opportunities to correct grammar and punctuation, improve efficiency, clarify some clauses to increase comprehension, and updates to some clauses in order to comply with current legislation were identified.

Linkage to the Corporate Strategic Plan

Council’s 2019 to 2023 Strategic Plan for the City of London identifies “Leading in Public Service” as a strategic area of focus. This includes increasing the efficiency and effectiveness of service delivery by reducing administrative time to focus on more value-added tasks, completing projects sooner and improving relationships with vendors.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Corporate Services Committee – April 16, 2021 – Procurement of Goods and Services Policy Revision

Corporate Services Committee – January 31, 2022 – Procurement of Goods and Services Policy Revision Resulting from the Pandemic and Current Business-Related Needs

1.2 Procurement of Good and Services Policy

The purpose of the Procurement of Goods and Services Policy (Appendix “A”) is to ensure the Corporation is receiving best value where; the bidding process is open, fair, transparent, and competitive; and to provide the tools required to be responsive to our internal business needs. The current Procurement of Goods and Services Policy was most recently updated on February 22, 2022.

2.0 Discussion and Considerations

In 2022, the Purchasing and Supply section initiated a name change to ‘Procurement and Supply’ to more closely align with the Procurement of Goods and Services Policy, and the strategic services the section provides to City’s service areas. The purchasing process traditionally focuses on how goods and services are acquired and ordered, which primarily focuses on transactional activities such as issuing purchase orders and arranging payment. Procurement is defined as a strategic process concentrating on all the activities involved in sourcing goods and services, such as market research, project planning, contract and relationship management, negotiating and facilitating the successful acquisition of goods and services.

2.1 Name Change Revisions

All references to ‘Purchasing and Supply’ have been changed to ‘Procurement and Supply’ and all references to ‘Manager, Purchasing and Supply’ have been changed to ‘Senior Manager, Procurement and Supply’.

2.2 Reporting Changes

Changes to the Annual Reporting requirements set out in this Policy are being recommended related to Section 8.11 Reporting to Committee and City Council. The changes are outlined below:

- a. Extensions to annual compliance reporting deadlines were made to allow sufficient time for analysis to occur, after recognizing that other year end processes are occurring which draw on the same resources for analysis and to align better with the committee calendar. Therefore, it is recommended that the date in 8.11 (a) be adjusted from March 1st to March 15th and the date in 8.11(b) be adjusted from April 30th to May 31st.
- b. Section 8.11 (c) is amended to remove the Supplier Spending report. The Supplier Spending report identifies suppliers where the City spends a total cumulative spend of \$100,000 or more. This report pre-dates annual compliance reporting and no longer serves a meaningful purpose. The information detailed in this report is not relevant for decision making, nor is this a current practise of other Ontario Municipalities. PriceWaterhouseCoopers (PwC) completed a review for management of the annual compliance reporting in 2016 and recommended that this particular report be discontinued. City staff time that is currently spent analyzing and preparing the \$100,000 or more Supplier Spending report can be redirected to have an increased focus on proactive compliance to the Policy. A detailed individual Supplier spend analysis can be performed at any time based on data from the JD Edwards enterprise system on demand.

2.2 Housekeeping Revisions

Housekeeping changes include the following:

- i) Section 3: Definitions - definitions were added for; Trade Agreements, the Canadian Free Trade Agreement (CFTA), Comprehensive Economic and Trade Agreement (CETA), Contract Amendment, Contract Renewal, Group Procurement Organizations, Ontario Public Buyers Association and Unsolicited Proposals to support references to these terms within the Policy.
- ii) Section 8.5: Approval Authority – the sentence ‘Contract Amendments exceeding \$50,000 or 3% of original contract value, whichever is greater (Section 20.3 d)’

- was added to sections 8.5 a) and c) to more clearly link section 20.3 d) and 8.5, which was implied but not stated.
- iii) Section 9 Low Dollar Value Procurements – Minor wording change to align the threshold in this section with Schedule ‘A’, which were previously misaligned by \$1.00.
 - iv) Section 10 Informal Request For Quotation – Minor wording change to align the threshold in this section with Schedule ‘A’, which were previously misaligned by \$1.00.
 - v) Sections 10, 11, 12 and 13 Competitive Bidding – Added more precise language on the written format for initiating a procurement.
 - vi) Section 14.4 Single Source – Added Group Procurement Organizations (GPO) to sub-section g), noting that a GPO is a purchasing organization that is created to leverage the purchasing power of a group of entities to obtain discounts from vendors and leverage existing public procurement processes, i.e. Elgin Middlesex Oxford Purchasing Cooperative, Ontario Education Collaborative Marketplace.
 - vii) Section 15.2 Consulting – Changed trade agreement references in this section from ‘CETA’ to ‘CFTA’ to comply with the Canadian Free Trade Agreement.
 - viii) Section 21.8 City of London Regional Water Supply Division - this section was removed from the Policy. The Regional Water Board in early spring has implemented their own Procurement Policy which takes into consideration their separate governance structure.
 - ix) Schedule ‘A’ Levels of Contract Approval Authority – A minor wording change to align the threshold with Section 10 which were previously misaligned by \$1.00. Added a missing line to align Schedule ‘A’ with Sections 4.6 and 20.3; ‘Committee and City Council to approve Contract Amendments exceeding \$50,000 or 3% of the original Contract Value”
 - x) Schedule ‘E’ Materials Management Guidelines – Added wording to ensure trade-in or scrap value is not used to circumvent procurement thresholds and added wording to include direct negotiation as an approved method of disposal of surplus goods in keeping with processes identified in other municipalities, as long as proceeds from direct negotiations exceed the net book value of the asset(s).

Grammar and punctuation corrections were also made but are not listed. Appendix “B” has been included to highlight the changes.

3.0 Financial Impact/Considerations

The changes being made to the Procurement of Goods and Services Policy at this time do not have any financial impact.

Conclusion

To align better with the mission of the Procurement of Goods and Services Policy, renaming of ‘Purchasing and Supply’ as ‘Procurement and Supply’ consistently within the organization and the policy better aligns with the value provided by the section and also aligns with service identifiers used by other municipalities in Ontario, such as Kitchener, Hamilton and Ottawa. The housekeeping changes are continuous improvement initiatives that will assist with comprehension, application, and compliance to trade agreements and enhance Procurement and Supply’s ongoing mandate to execute open, fair, transparent and competitive bidding projects to ensure best value for the City of London and its residents.

Prepared by: Steve Mollon, CSCMP, CPIM
Senior Manager, Procurement and Supply

Submitted by: Ian Collins, CPA, CMA
Director, Financial Services

Recommended by: Anna Lisa Barbon, CPA, CGA
Deputy City Manager, Finance Supports

APPENDIX “A”

Bill No.

2023

By-law No.

A by-law to amend By-law No. A.-6151-17, as amended, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the *Municipal Act, 2001*”, by deleting Schedule “C” – Procurement of Goods and Services Policy in its entirety and by replacing it with a new Schedule “C” – Procurement of Goods and Services Policy, to update the Policy, to provide additional clarity and updates.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS on December 17, 2007 the Municipal Council of The Corporation of the City of London enacted By-law A.-6151-17, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the *Municipal Act, 2001*”;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. A.-6151-17, as amended, by deleting Schedule “C” – Procurement of Goods and Services Policy in its entirety and by replacing it with a new Schedule “C” – Procurement of Goods and Services Policy, to update the Policy to provide additional clarity, and updates;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. By-law No. A.-6151-17, as amended, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the *Municipal Act, 2001*”, is hereby amended by deleting Schedule “C” – Procurement of Goods and Services Policy in its entirety and by replacing it with a new Schedule “C” – Procurement of Goods and Services Policy attached as Schedule “A” to this by-law.
2. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading –
Second Reading –
Third Reading -



London
CANADA

Procurement of Goods and Services Policy

Policy Name: Procurement of Goods and Services Policy

Legislative History: Enacted December 17, 2007 (By-law No. A.-6151-17); Amended November 23, 2009 (By-law No. A.-6151(b)-347); Amended October 4, 2010 (By-law No. A.-6151(c)-264); Amended December 6, 2011 (By-law No. A.-6151(d)-4); Amended October 30, 2012 (By-law No. A.-6151(e)-307); Amended December 11, 2012 (By-law No. A.-6151(f)-2); Amended December 19, 2016 (By-law No. A.-6151(n)-25); Amended March 21, 2017 (By-law No. A.-6151(o)-96); Amended June 26, 2018 (By-law No. A.-7742-237); Amended October 1, 2019 (By-law No. A.-6151(y)-268); Amended February 15, 2022 (By-law No. A.-6151(ae)-59)

Last Review Date: February 15, 2022

Service Area Lead: Senior Manager, Procurement and Supply

1. Policy Statement

This Policy outlines the processes to be followed in order to obtain the best value when purchasing goods or contracting services for the Corporation of the City of London.

2. Definitions

Please refer to Section 3 of the attached Appendix A.

3. Applicability

Procurement activities shall be subject to all applicable City policies and by-laws, any specific provisions of the Municipal Act, and all other applicable Federal and Provincial legislation.

4. The Policy

Please refer to the attached Appendix A.

By-law No.

- Schedule “A”

Bylaw No. A.-6151-17, Schedule “C”

Procurement of Goods and Services Policy

The Corporation of the City of London

Revised: May 16, 2023



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1. Procurement Goals and Objectives

Mission:

To obtain the right goods and/or services when needed while achieving best value through a transparent, fair and competitive process with a high focus on Customer Service.

- 1.1. This Policy outlines the processes to be followed in order to obtain the best value when purchasing goods or contracting services for the Corporation of the City of London (herein after known as 'City').
- 1.2. The guiding principle is that procurement decisions will be made using a competitive process that is open, transparent and fair.
- 1.3. The City encourages innovation and the use of technology which meets City specifications and industry standards in order to ensure the utilization of the most efficient and effective procurement processes and practices.
- 1.4. The City will consider the total costs, including, but not limited to, acquisition, operating, training, maintenance, quality, warranty, payment terms, disposal value and disposal costs in evaluating competitive bids from responsive and responsible bidders. Where costs are submitted for more than one year, the net present value of the annual costs will be used to evaluate the costs at a discount value concurred by the City Treasurer.

The Procurement and Supply function fully embraces the philosophy of continuous improvement and will continue to be a leader in advanced public procurement solutions that are quality focused and consider the 'Total Cost of Ownership' where possible.

The City encourages its supply chain partners to have similar quality considerations with their procurement of goods and services.

1.5. Sustainable Procurement

Sustainable Procurement is a framework for procurement decision-making that will contribute to the City of London's procurement objective to achieve best value for the City by considering the full life cycle of products and their complete economic, environmental and social costs and benefits.

The City of London recognizes that through its procurement function it has the power to bring about environmental and social improvements both locally and globally while maximizing economic benefits. The City is committed to

maximizing sustainability benefits by engaging with the public marketplace and increasing the efficiency of procurement procedures and practice.

Sustainable Procurement Purpose

The purpose is to:

- Embed environmental and ethical criteria into the City's procurement procedures and supply chain management processes and ensure cost effectiveness and competitive pricing.
- Set specifications for goods and services that achieve environmental benefits such as waste reduction, water conservation, energy conservation, and pollution prevention and increase the development and awareness of environmentally sound procurement, efficient and durable products, reusable products and products that contain post-consumer, recyclable, non-toxic, and/or nonpetroleum content.
- Ensure safe and healthy workplaces for the people who produce goods or supply services to the City of London by requiring suppliers to adhere to minimum performance standards with respect to fair labour practices and human rights, based on core labour conventions of the International Labour Organization (ILO), Canadian laws and other applicable environmental and ethical standards as defined in the City's Supplier Code of Conduct.
- Evaluate, as appropriate, products and services based on a full life cycle or total cost of ownership perspective that considers their complete economic, environmental and social costs and benefits.
- Evaluate, as appropriate, the sustainability performance of suppliers' internal operations and rewarding leadership and innovation among Suppliers who contribute to healthy, fair and safe workplaces and practice environmental stewardship.
- Strive to reduce the overall consumption of goods and services, where possible, through more efficient procurement procedures and practices.
- Enhance procurement practices to align with existing City sustainability initiatives, such as Leadership in Energy and Environmental Design (LEED) green building design and E3 Fleets.
- Advance a corporate culture at the City that recognizes and places a priority on sustainability.
- Adhere to the principles of public procurement by continuing to support a process that is open, fair, transparent and competitive and complying with all

applicable trade agreements such as The Canadian Free Trade Agreement (CFTA).

Scope

This applies to the procurement of goods, services and construction by all Service Areas. Full implementation of the policy will be phased in over time.

Guidelines

A. Responsibilities

All City Service Areas, Offices and Agencies shall identify and purchase the most environmentally and socially responsible products and services that are available for the intended purpose at a competitive price and that meet the performance requirements. Environmental and social factors that should be considered include, but are not limited to:

- Minimization of virgin material use in product or service life cycle;
- Maximization of recycled products used in product or service life cycle;
- Environmental cost of entire product or service life cycle;
- Reuse of existing products or materials in product or service life cycle;
- Recyclability of product;
- Minimization of packaging;
- Reduction of energy/water consumption;
- Toxicity reduction or elimination;
- Elimination of uncertified hardwoods in product or service life cycle;
- Durability and maintenance requirements;
- Ultimate disposal of the product; and
- Adherence to the minimum social performance standards of the *Supplier Code of Conduct*

Procurement and Supply staff shall adhere to the guidelines set forth in this policy when making Procurement decisions. Procurement and Supply will be responsible for ensuring Suppliers comply with the minimum performance standards of the *Supplier Code of Conduct* and will participate in establishing annual action plans and targets, developing relevant tools and procedures, and reporting on annual performance.

City Service Areas shall assist Procurement and Supply in its implementation of this policy by supporting training, information gathering, developing of environmental specifications, and evaluation of products and services and supplier sustainability performance. End Users shall work with Procurement and Supply to

set product and service specifications and evaluate products and services based on these specifications.

B. Metrics and Reporting System

Sustainable procurement performance indicators and annual targets will be defined. A reporting system will track performance against these indicators and report on achievement of targets.

C. Program Resourcing

Adequate resourcing (e.g., human and financial) will be assessed regularly to ensure successful implementation of the Sustainable Procurement Policy.

D. Phased Implementation

Sustainable Procurement will be phased in over time through the selection of priority products and service based on a defined set of selection criteria (e.g., cost saving potential, sustainability impacts, market availability).

1.6. Supplier Code of Conduct

The Supplier Code of Conduct sets the minimum performance standards for Suppliers and their subcontractors and supports the City of London's Sustainable Procurement. The goal of the Supplier Code of Conduct is to ensure safe and healthy workplaces for the people who make goods, services and construction for the City, where human and civil rights conditions meet internationally agreed upon standards.

The Supplier Code of Conduct will ensure that Suppliers are in compliance with the International Labour Standards (i.e., core labour conventions) of the International Labour Organization (ILO), Canadian laws and other applicable environmental and ethical standards. The City will apply the Supplier Code of Conduct as one of the criteria used in its selection of Suppliers. It is a requirement that City Suppliers and their sub-contractors follow this code.

Compliance Requirements

City Suppliers and their sub-contractors must strive to comply with all national and other applicable laws of the country(ies) of operations or applicable to the manufacturing of goods or delivery of services, including, but not limited to those laws relating to working conditions, human rights, health and safety and the environment. For goods and services produced in Canada, Canadian laws will apply. For goods and services produced outside of Canada, and where foreign

national laws and the Supplier Code of Conduct address the same issue, the standard that is most stringent will apply, thereby ensuring that all Suppliers, regardless of their place of operation, are meeting a consistent set of minimum performance standards related to human rights and fair workplace practices. The application of the Supplier Code of Conduct will be phased in over time.

Minimum Performance Standards

The following nine standards are based on the ILO International Labour Standards (i.e., labour conventions) that directly support the Universal Declaration of Human Rights and address the worst forms of child and forced labour. These core conventions set out reasonably achievable minimum standards for working conditions in manufacturing facilities and factories internationally. The [ILO International Labour Standards](http://www.ilo.org) are available online at: <http://www.ilo.org>.

a. Freely Chosen Employment

The Supplier shall employ workers who choose to be employed by the Supplier's company. The Supplier shall not use any forced, bonded or indentured labour or involuntary prison labour. All work shall be voluntary, and workers shall be free to leave upon reasonable notice.

b. Child Labour

The Supplier shall commit to a zero-tolerance policy toward the use of child labour in any stage of manufacturing. The term "child" refers to any person under the age of 15 (or 14 where the law of the country of manufacture allows). Workers under the age of 18 shall not perform work that is likely to jeopardize the health or safety of young workers. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is permitted.

c. Non-discrimination and Diversity

The Supplier shall promote cooperation, individual responsibility and acceptance of diversity among its employees. The Supplier and its employees shall not engage in discrimination based on race, colour, age, gender, sexual orientation, ethnicity, disability, place of origin, ancestry, source of income, pregnancy, religion, political affiliation, union membership, family status or marital status in hiring and employment practices such as promotions, rewards, and access to training. In addition, workers or potential workers should not be subjected to medical tests that could be unlawfully used in a discriminatory way.

d. Health and Safety

Workers will be provided with a safe and healthy work environment. Conditions in all work and residential facilities shall be safe, clean, and consistent with all applicable laws and regulations regarding occupational health and safety. The Supplier shall adequately inform employees of their health and safety guidelines in terms of equipment, training, management, and work practices.

e. Employee Treatment, Harassment and Abuse

The Supplier's employees shall be treated with respect and dignity and Supplier's disciplinary policies and procedures shall be clearly defined and communicated to employees before application. There shall be no harsh and inhumane treatment, including any physical, sexual, psychological, verbal harassment or abuse, or corporal punishment; nor is there to be the threat of any such treatment.

f. Freedom of Association and Collective Bargaining

The Supplier shall work directly with employees to find solutions to any outstanding legal and employment issues while at all times respecting worker rights to obtain representation, join labour unions, and/or bargain collectively. Workers shall be able to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment.

g. Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Employees shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate. Deductions from wages as a disciplinary manner is not permitted and payment shall occur in a timely manner with record of payment (e.g., pay stub).

h. Hours of Work

The Supplier shall ensure regular working hours do not exceed forty-eight (48) hours per week, and that the combination of regular hours and required overtime hours do not exceed sixty (60) hours per week except in emergency circumstances.

i. Environmental Responsibility

Suppliers shall take responsibility to reduce the environmental impact of their products and services as well as their overall operations or 'in-house' practices (e.g., energy conservation in their buildings). Suppliers must not be in violation of any national environmental regulations and should be striving to meet third-party standards.

2. General Provisions

- 2.1 Unless otherwise provided in accordance with this Policy, the Senior Manager, Procurement and Supply and the authorized employees of Procurement and Supply shall act for the City, for the purchase and disposal of all goods and/or services and shall be responsible for providing necessary advice and services required for such purchases and/or disposals in accordance with the method of purchase authorized by this Policy.
- 2.2 No purchase of goods and/or services shall be authorized unless it is in compliance with this Policy. Goods and/or services that are obtained without following the provisions of this Policy will not be accepted, and any invoices received may not be processed for payment.
- 2.3 Unless otherwise provided in accordance with this Policy, the purchase of all goods and/or services shall be authorized in accordance with the provisions of Schedule "A" to this Policy.
- 2.4 Requisitions or purchase orders shall not be arbitrarily structured to alter the relationship of the price to the preauthorized expenditure limit.
- 2.5 The procedures prescribed in this Policy shall be followed to make an award or to make a recommendation of an award to Committee and City Council.
- 2.6 Wherever possible, it should be the intent of the client service areas to procure goods and/or services of like nature as a combined effort in order to benefit from economies of scale.
- 2.7 During the public procurement process, internal City bids will not be considered as the analysis of in-house versus out-source (procurement) will be made prior to any such process.
- 2.8 Definitions specific to this Policy are documented in Section 3.
- 2.9 The City recognizes that mistakes and misunderstandings may occur; bidders may feel aggrieved and may seek to dispute the recommendation of an award of a contract. To maintain the integrity of the process, bidders who believe they have been treated unfairly can make this known by contacting the Senior Manager, Procurement and Supply prior to the award of the contract. The bidder must file

the formal dispute for an appeal in writing within two (2) City of London business days of notification to the bidder by the City that their bid is not acceptable and request a hearing meeting with the Senior Manager, Procurement and Supply (or delegate). This meeting must be held within seven (7) City of London business days of notification. If the bidder disagrees with the decision of the hearing meeting the next step is to formally appeal to the City Treasurer (or delegate) in writing within seven (7) City of London business days. If the bidder disagrees with the decision of the City Treasurer, the next step is to formally appeal in writing to the City Clerk within seven (7) City of London business days. The Corporate Services Committee will hear the appeal and make a recommendation to Council regarding the dispute. City Council's decision on the Committee's recommendation is final.

The City may, in its absolute sole discretion, reject any other bids submitted if the bidder, or any officer or Deputy City Manager of the bidder is or has been engaged, either directly or indirectly through another Corporation or personally, in/or during a dispute appeal of decision for the contract award action against the City.

In determining whether or not to reject a bid under this clause, the City will consider delays in awards of this or subsequent City contracts and whether the dispute or appeal is likely to affect the bidder's ability to work with the City, its consultants and representatives, and whether the City's experience with the bidder indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder. The City will also consider delays in awards of subsequent City contracts with other contractors and the potential for those additional costs resulting in delays associated with this dispute/appeal.

There are strict time limits to file a dispute appeal. If the bidder is unsure of the deadline for appeal, they must seek direction from the Senior Manager, Procurement and Supply. Failure to seek and follow these directions will result in the appeal being dismissed.

- 2.10 This Policy will be reviewed and revised on a periodic basis. It is anticipated that reviews will be conducted every five (5) years or more frequently as required.
- 2.11 Goods and/or services NOT subject to this Policy are listed in Schedule "B". The final determination of whether goods and/or services qualify for exemption under Schedule "B" shall be determined by the City Treasurer (or delegate).
- 2.12 Additional information on the administration of the procurement process can be found in Schedule "E" entitled Materials Management Guidelines.
- 2.13 Where a Service Area does not involve the complete utilization of the City's Procurement and Supply Division as the procurement agent (e.g., small value contracting, or call-ups under the standing offer agreement, or user-administered tenders) then the Service Area is responsible for: Disclosing designated substances; Including designated substance and asbestos clauses in the

tender/contract documents (Refer to Asbestos Management Program Appendices), and providing Pre-Demolition, Alteration or Renovation surveys to include pre-existing designated substance information.

- 2.14 In accordance with Ontario Regulation 191/11 under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) as amended, the City of London shall consider accessibility criteria and features when procuring or acquiring goods, services, or facilities, except where it is not practicable to do so. In which case, an explanation will be provided upon request.
- 2.15 No purchase of goods and services associated with computer software, hardware and/or telecommunications equipment will be authorized without the completion of appropriate Information Technology reviews as determined by Information Technology Services and the authorization, in writing, of the Director, Information Technology Services (or delegate).
- 2.16 When Grants or Stimulus Funding are received by the City, the use of that funding for Procurements is subject to the Procurement of Goods and Services Policy, notwithstanding any specific conditions placed by the provider.

3. Definitions

In this Policy, unless a contrary intention appears,

‘Acting’ means the formal delegation of approval authority by the person in the position of authority to the person acting in that role on a temporary basis.

‘Addendum’ (Addenda) means the form of a document used to officially change, add and/or delete information contained within a Competitive Bid. By issuing an Addendum, the Competitive Bid itself changes to incorporate the Addendum.

‘Agreement’ means a formal written legal agreement or contract for the supply of goods, services, equipment or construction.

‘Award’ means the City and has obtained the required approval as defined in Section 8.5 and Schedule “A” to officially enter into a Purchase Order, Contract Record or formal Agreement with a selected supplier.

‘Best Value’ means the optimal balance of performance and cost determined in accordance with a pre-defined evaluation plan. Best value may include a time horizon that reflects the overall life cycle of a given asset.

‘Bid’ means a response to a competitive bid issued by the City.

‘Bidder’ means a person, corporation or other entity that responds, or intends to respond to a competitive bid.

‘Bid Deposit’ means currencies, certified cheques, bid bond issued by a surety company licensed to operate by the Government of Canada or the Province of Ontario or another form of negotiable instrument acceptable to the City to compensate the City if the successful bidder does not enter into a contract.

‘Blanket Purchase Contract’ means any contract for the purchase of goods and/or services which will be required frequently or repetitively but where the exact quantity of goods and/or services required may not be precisely known or the time period during which the goods and/or services are to be delivered may not be precisely determined.

‘Canadian Free Trade Agreement’ (CFTA) is a Canadian intergovernmental trade agreement signed by Canadian Ministers that entered into force on July 1st, 2017.

‘City’ means The Corporation of the City of London.

‘City Manager’ means a person, or person ‘acting’ in this capacity serving as the head of Civic Administration. The City Manager may also exercise the approval authority of a Deputy City Manager.

‘City Treasurer’ means a person, or person ‘acting’ in this capacity with chief responsibility for Corporate Finances at the City (Deputy City Manager, Finance Supports and City Treasurer).

‘Certificate of Clearance’ from the Workplace Safety and Insurance Board means a certificate issued by an authorized official of the Workplace Safety and Insurance Board certifying that the Board waives its rights under Subsection 141(10) of the Workplace Safety and Insurance Act, R.S.O. 1997, as amended.

‘Committee’ means the authorizing body (as amended by City Council) that provides initial approval prior to seeking Council approval.

‘Competitive Bid’ means REOI, RFI, RFPQ, RFP, IRFQ, RFQ or RFT as further defined in this section.

‘Comprehensive Economic and Trade Agreement’ (CETA) is a free-trade agreement between Canada and the European Union and its member states.

‘Consultant’ means an external subject matter expert that provides advisory services and/or direction to City Staff when the City requires competency and/or capacity for a particular procurement that is not available in-house, excluding legal, employment and labour relations services.

‘Contract’ means any formal or deliberate written agreement for the purchase of goods, services, equipment or construction including but not limited to Purchase Order and Agreement. Standard contracts are used for the acquisition of goods and/or services for a specific requirement. Corporate contracts are used for the acquisition of goods and/or services for a group of specific requirements.

‘Contracting’ means any formal or deliberate written agreement for the purchase of goods, services, equipment or construction including but not limited to Purchase Order and Agreement. Standard contracts are used for the acquisition of goods and/or services for a specific requirement. Corporate contracts are used for the acquisition of goods and/or services for a group of specific requirements.

‘Contract Amendment’ means a change, correction, clarification or deletion to a purchase agreement that has already been executed.

‘Contract Renewal’ is the extension of an existing contract for a new term, the duration of which is specified in the contract as optional periods.

‘Conflict of Interest’ means a situation in which the personal interests of Deputy City Managers, officers and key staff members come into conflict, or appear to come into conflict, with the interests of the City.

‘Contract Record’ means a document which summarizes the goods and/or services to be purchased.

‘Declaration Respecting Workers’ Compensation Act, R.S.O. 1990/Corporations Tax Act’ means a declaration that the bidder has paid all assessments or compensation payable and has otherwise complied with all requirements of the Workplace Safety and Insurance Board and that the bidder has paid all taxes and/or penalties imposed on it pursuant to the Corporations Tax Act, R.S.O. 1990, CHAPTER C.40, as amended.

‘Delegate’ means a person who has been delegated approval authority by a position with authority under this Policy (Section 8.7).

‘Delegation of Approval Authority’ means the formal delegation of authority to perform a specific task or approval by a person in a position with authority under this Policy (Section 8.7), resulting in a ‘delegate’.

‘Delegation of Approval Authority List’ means a list prepared by the Deputy City Manager granting the formal delegation of authority to perform a task or approval (Section 8.7).

‘Deputy City Manager’ means a person, or person ‘acting as a delegate’ in this capacity responsible for a service area at the City.
‘Dispute Committee’ means a committee comprised of the Senior Manager, Procurement and Supply (or delegate), the City Treasurer (or delegate), the City Manager (or delegate), and the Deputy City Manager of the client service area involved.

‘Elected Official’ means a member of (London) City Council.

‘Emergency’ means a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise.

‘Employee - Employer Relationship’ means a worker agrees to work for the City, on a full-time or part-time basis, for a specified or indeterminate period of time, in return for wages or a salary. The City has the right to decide where, when and how the work is to be done.

‘Executed Agreement’ means a formal agreement, either incorporated in the bid documents or prepared by the City or its agents, to be executed by the successful bidder and the City.

‘Fairness Advisor’ means an external resource who focuses on the procurement process and the case law for a procurement but is also required to have a business perspective and may provide advice to the City.

‘Fairness Commissioner’ means an external resource who works concurrently with the City’s procurement process to proactively make the process fairer and certifies the work at the conclusion. The Commissioner will provide direction to the City as required.

‘Fairness Monitor’ means an external resource who oversees a procurements’ procedural fairness, transparency and adherence, particularly as it relates to the procurement process and provides feedback to the City.

‘Goods and/or Services’ means supplies, services, materials and equipment of every kind required to be used to carry out the operations of a service area.

‘Group Procurement Organization’ (GPO) means an entity that is created to leverage the purchasing power of a group of businesses to obtain discounts from vendors based on the collective buying power of the GPO members.

‘Informal Request for Quotation’ or ‘IRFQ’ means a request for prices on specific goods and/or services from selected suppliers which are submitted in writing, or as specified in the Informal Request for Quotation.

‘Insurance Documents’ means official original documents issued by an insurance company acceptable to the City and, preferably, licensed to operate by the Government of Canada or the Province of Ontario certifying that the bidder is insured in accordance with the City’s insurance requirements and completed on the City standard insurance form(s); as contained in the bid document.

‘Irregular Result’ is defined in Section 8.10.

‘Irregularities Contained in Bids’ is defined in Schedule “C” and includes the appropriate response to those irregularities.

‘Irrevocable Letter of Credit’ means an irrevocable letter on the financial institution’s standard form containing a request that the party to whom it is addressed pay the bearer or a person named therein money as a result of failure to perform or fulfill all the covenants, undertakings, terms, conditions and agreements contained in a contract.

‘Labour and Material Bond’ means a bond issued by a surety company on the City standard Form of Bond to ensure that the contractor will fulfill its obligations to its employees, subcontractors and suppliers and thereby protects the City.

‘Letter of Agreement to Bond’ means a letter or other form issued by a surety company licensed to operate by the Government of Canada or the Province of Ontario advising that, if the bidder is successful the bonding agency will issue the required bonds.

‘Senior Manager, Procurement and Supply’ means a person responsible for the Procurement and Supply section at the City. For the purposes of this Policy, when ‘Senior Manager, Procurement and Supply’ appears it does not include staff that has been delegated approval authority by the ‘Senior Manager, Procurement and Supply’, unless otherwise noted.

‘Obsolete’ means City assets that are no longer current or have no functional use due to being replaced by newer assets and still may have some economic value.

‘Ontario Public Buyers Association’ (OPBA) is a not-for-profit professional association representing public procurement professionals throughout Ontario. We promote the ethical and effective expenditure of public funds and encourage excellence in public purchasing through our continuing professional development opportunities, the encouragement of certification programs and through networking among our members.

‘Pecuniary Interest’ means the opportunity, directly or indirectly, to profit or share in any profit derived from a competitive bid or agreement.

‘Performance Bond’ means a bond issued by a surety company on the City standard Form of Bond executed in connection with a contract and which secures the performance and fulfillment of the undertakings, covenants, terms, conditions and agreements contained in the contracts. These may also be in the form of renewable performance bonds.

‘Professional Consulting Services’ means a consulting firm, engineer or architect providing professional knowledge or construction design or technical expertise.

‘Program Administrator’ means a person who has been given the responsibility to maintain and monitor the purchasing card program at the City.

‘Proponent’ means the respondent to a Request for Proposal (RFP).

‘Purchase Order’ means the standard City procurement document issued by Procurement and Supply to formalize a purchasing transaction with a supplier.

‘Purchasing Card’ means a credit card provided by the City’s Finance area and its use is bound by the provisions of the Procurement of Goods and Services Policy.

‘Purchase Requisition’ means a duly authorized written or electronically produced request in an approved format to obtain goods or services.

‘Request for Expression of Interest’ or ‘REOI’ means a focused market research tool used to determine supplier interest in a proposed procurement. It may be issued simultaneously with a Request for Pre-Qualification (RFPQ) when the proposed procurement is well defined, and the purchaser has clear expectations for the procurement.

‘Request for Information’ or ‘RFI’ means a general market research tool to determine which products and services are available, scope out business requirements, and/or estimate project costs which may be used prior to issuing another type of competitive bid.

‘Request for Proposal’ or ‘RFP’ means a process where a need is identified, but the method by which it will be achieved is not prescribed at the outset. This process

allows prospective suppliers to propose solutions or methods to arrive at the desired result.

‘Request for Pre-Qualification’ or ‘RFPQ’ means a request for a list of qualified suppliers and firms who have an interest in providing services to the City, typically through a two-stage process.

‘Request for Quotation’ or ‘RFQ’ means a request for prices on specific goods and/or services as specified in the Request for Quotation.

‘Request for Tender’ or ‘RFT’ means a request for sealed bids which contain an offer in writing to execute some specified services, or to supply certain specific goods, at a certain price, in response to a publicly advertised request for bids.

‘Scrap’ means City assets that no longer have the ability to function for their original design in their current state and have minimal economic value other than primarily for recycling value.

‘Sealed Bid’ means a formal sealed response received as a part of a competitive bid.

‘Single Source’ means that there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specifications. Further qualifications appear in the definition in Section 14.4.

‘Sole Source’ means that the goods and/or services are available from only one supplier. Further qualifications appear in the definition in Section 14.3.

‘Substantive Objection’ means an unsuccessful bidder request moving to the third stage of dispute resolution as prescribed in Section 2.9.

‘Supplier’ means any individual or organization providing goods or services to the City including but not limited to contractors, consultants, suppliers, service organizations etc.

‘Surplus’ means City assets that exceed the portion that is utilized by the City, may be current, may have functional use and still have some economic value.

‘Tender’ means a sealed bid which contains an offer in writing to execute some specified services, or to supply certain specified goods, at a certain price, in response to a publicly advertised request for bids.

‘Trade Agreements’ are intended to reduce and eliminate, to the extent possible, barriers to the free movement of labour, goods, services, and investments. Supports rules requiring open, fair and transparent competition in government procurements.

‘Triggering Event’ means an occurrence resulting from an unforeseen action or consequence of an unforeseen event, which must be remedied on a time sensitive basis to avoid a material financial risk to the City or serious or prolonged risk to persons or property.

Unsolicited proposal is a written application for a new or innovative idea submitted to the City on the initiative of the offeror for the purpose of obtaining a contract

'Value Analysis' means a life cycle costing approach to valuing a given alternative, which calculates the long term expected impacts of implementing the particular option.

4. Responsibilities

4.1. General Responsibilities

- a. All City staff delegated with approval authority (Section 8.7) shall follow the guidelines as set out in Schedule “D” ‘A Statement of Ethics for Public Purchasers’ established by the Ontario Public Buyers’ Association, as well as the City’s Conflict of Interest Policy, and Section 5 below.
- b. Procurement activities shall be subject to all applicable City policies and by-laws, any specific provisions of the Municipal Act, and all other applicable Federal and Provincial legislation.
- c. Failure to adhere to the requirements outlined in this Policy may lead to disciplinary action up to and including termination of employment.
- d. No provision of this Policy precludes a Deputy City Manager or the Senior Manager, Procurement and Supply, with the concurrence of the City Manager, from recommending an award to Committee and City Council where:
 - i. in the opinion of a Deputy City Manager, it is in the best interest of the City to do so; or
 - ii. it is a matter of procurement procedure and, in the opinion of the Senior Manager, Procurement and Supply, it is in the best interest of the City to do so.

4.2. City Manager

The City Manager has the authority to instruct the Deputy City Managers not to award contracts and to submit recommendations to Committee and City Council for approval and may provide additional restrictions concerning procurement where such action is considered necessary and in the best interest of the City.

4.3. Deputy City Managers

- a. Have responsibility for all procurement activities within their service areas and are accountable for achieving best value while following the Procurement of Goods and Services Policy;
- b. Have the authority to delegate approval authority to staff at the appropriate levels within their service areas (Section 8.7);
- c. The Deputy City Managers have the authority to award contracts in the circumstances specified in this Policy provided that the delegated power is exercised within the limits prescribed in Schedule “A” and the requirements of this Policy are met; and

- d. When the Deputy City Manager is of the opinion that a Triggering Event has occurred, the Deputy City Manager may authorize the purchase of such goods and/or services as is considered necessary to remedy the situation without regard to the requirement for a competitive bid and may approve the necessary contract amendment. The relevant details surrounding the Triggering Event shall be included in a report and submitted to Committee and City Council as soon as possible.

4.4. City Treasurer

The City Treasurer is responsible for:

- a. Overseeing the Procurement and Supply function;
- b. Maintaining ownership over the Procurement of Goods and Services Policy; and
- c. Approval authority as outlined in Schedule “A” and 8.5.

4.5. Senior Manager, Procurement and Supply

The Senior Manager, Procurement and Supply is responsible for:

- a. The integrity of the procurement process with the exception of those items listed in Schedule “B”;
- b. Providing professional procurement advice and service to City staff.
- c. Awards within the authority of the Deputy City Manager (or delegate) for which the Senior Manager, Procurement and Supply may award a contract on behalf of these positions provided that Procurement and Supply is in receipt of a funded requisition and the requirements of this Policy are met;
- d. Monitoring compliance with this Policy;
- e. Notifying the Senior Leadership Team, in advance, if possible, of non-compliance with this Policy;
- f. Rejecting any Purchase Requisitions for services where the services could result in the establishment of an employee – employer relationship; and
- g. Creating and revising administrative procedures and directions respecting:
 - i. the preparation and development of specifications;
 - ii. the requirements and form of bid deposits;
 - iii. other securities and documentation required or advisable for sealed bids;
 - iv. procedures for the opening, evaluation and recommendation of bid documents; and
 - v. such other matters of an ancillary or incidental nature to more

fully carry out the intent and purpose of this Policy.

4.6. Committee and City Council Approval

Despite any other provision of this Policy, the following contracts are subject to Committee and City Council approval:

- a. Any contract requiring approval from the Ontario Municipal Board;
- b. Any contract prescribed by Statute to be made by City Council;
- c. Where a recommendation is being made to amend the total value of a contract in excess of the original bid (plus contingency), and;
 - i. it is an amount greater than \$50,000 or 3% of the original contract value; or
 - ii. in the opinion of the City Treasurer, funds are not available for the additional expenditure.
- d. Where a Substantive Objection (see definition in Section 3), emanating from the competitive bid has been filed with the City Treasurer prior to award of the contract;
- e. Where there is an irregular result (see Section 8.10); and
- f. Where authority to approve has not been expressly delegated.

5. Conflict of Interest

- 5.1 No elected official, appointed officer or employee of the City shall have any pecuniary or controlling interest either direct or indirect in any competitive bid or contract for the supply of goods or services to the City, unless such pecuniary interest is disclosed by the contractor, bidder or person submitting a quotation, as the case may be, or unless such pecuniary interest would be exempt under the Municipal Conflict of Interest Act.
- 5.2 Competitive bid documents shall include a section that requires and provides for the disclosure of any pecuniary interest prior to submission of the bid. Should a conflict of interest arise after the award of a contract, the conflict shall immediately be disclosed in writing to the Senior Manager, Procurement and Supply. Further, all competitive bid documents and agreements shall provide that in the event that a contract is awarded to a person who has not, during the bidding or contracting process, disclosed the pecuniary interest of an elected official, appointed officer or employee of the City in the contract, the contract may be cancelled at any time by the City in its entire discretion without damages or penalty.

- 5.3 In this section, 'controlling interest' means the interest that a person has in a corporation when the person beneficially owns, directly or indirectly, or exercises control or direction over, equity shares of the corporation carrying more than ten percent (10%) of the voting rights attached to all equity shares of the corporation for the time being outstanding.
- 5.4 For the purposes of this section, a person has an indirect pecuniary interest in any competitive bid or agreement entered into by a corporation, if:
- a. The person or his or her nominee is a shareholder in or a Director or senior officer of a corporation that does not offer in securities to the public; or
 - b. Has a controlling interest in or is a Director or senior officer of a corporation that offers securities to the public.
- 5.5 For the purposes of this section, an elected official, appointed officer or employee of the City has an indirect pecuniary interest if the person is a partner of a person or is in the employment of a person or body that has entered into a tender, proposal, quotation or contract with the City.
- 5.6 For the purposes of this section, the pecuniary interest in a Tender, Proposal, Quotation or contract of a parent or spouse or any child of an elected official, appointed officer or employee shall, if known to the person, be deemed to be also the pecuniary interest of the elected official, appointed officer or employee as the case may be.

6. Prohibitions

6.1 Division of Contracts

No employee of the City shall divide a purchase or a contract to avoid the requirements of the Tender, Proposal, Quotation or Purchasing Card procedures. Nor shall purchases be split in order to circumvent prescribed spending authority dollar limits as outlined in this Policy.

6.2 Interference in the Procurement Process

- a. Elected officials, appointed officers and employees shall not knowingly cause or permit anything to be done or communicated to anyone in a manner which is likely to cause any potential supplier to have an unfair advantage or disadvantage in obtaining a contract for the supply of goods and/or services to the City. This also includes a contract with any other municipality, local board or public body involved in the purchase of goods and/or services either jointly or in cooperation with the City.
- b. Elected officials shall separate themselves from the procurement process and have no involvement whatsoever in specific procurements. Elected officials

should not see any documents or receive any information related to a particular procurement while the procurement process is ongoing. Elected officials who receive inquiries from suppliers related to any specific procurement shall immediately direct those inquiries to the Senior Manager, Procurement and Supply, or the City Treasurer.

- c. The only exception to the above relates to selection of internal auditors or an integrity commissioner whereby elected officials are specifically part of the evaluation team.

6.3 Official Point of Procurement Contact and Lobbying Prohibition

- a. The City is committed to the highest standards of integrity with respect to the purchase of goods and/or services and managing the processes by which goods and/or services are acquired. The official point of Procurement contact shall be a member of the Procurement and Supply Team. Should it be necessary or desirable to have a contact person to respond to technical issues that person shall be named in the competitive bid documents. All communications will be made by these individuals and during the procurement process, no bidder or person acting on behalf of the bidder or group of bidders shall contact any elected official, consultant or any employee of the City to attempt to seek information or to influence the award of the contract. Any activity designed to influence the decision process, including, but not limited to, contacting any elected official, consultant or employee of the City for such purposes as meetings of introduction, social events, meals or meetings related to the selection process, shall result in disqualification of the bidder for the project to which the influential activity is deemed to be directed.

Notwithstanding the foregoing, this prohibition does not apply to meetings specifically scheduled by the City Procurement and Supply group for presentations or negotiations. Any bidder found to be in breach of this Policy shall be subject to immediate disqualification from the procurement process and may be prohibited from future opportunities at the discretion of City Council.

- b. In addition, no bidder who has been awarded the contract shall engage in any contact or activities in an attempt to influence any elected official or any employee of the City with respect to the purchase of additional enhancements, options, or modules. However, a contractor may communicate with the appropriate member of the Procurement and Supply Team, the Senior Manager, Procurement and Supply or the City Treasurer for purposes of administration of the contract during the term of the contract.
- c. The determination of what constitutes influential activity is in the sole discretion of the Senior Manager, Procurement and Supply, acting reasonably, and not subject to appeal.

- d. Contract award decisions shall be based on clear, transparent and objective criteria that is applied free from political considerations or political interference.

7. Procurement Documentation

- 7.1 In order to maintain consistency, Procurement and Supply shall provide guidelines to the City Manager and/or Deputy City Manager on procurement policies and procedures and on the structure, format and general content of procurement documentation.
- 7.2 Procurement and Supply shall review proposed procurement documentation to ensure clarity, reasonableness and quality and shall advise the City Manager and/or Deputy City Manager of suggested improvements.
- 7.3 Procurement documentation shall avoid use of specific products or brand names.
- 7.4 Notwithstanding Section 7.3, a Deputy City Manager (or delegate) may specify a specific product, brand name or approved equal for essential functionality purposes (with consideration for operating and maintenance costs) to avoid unacceptable risk or for some other valid purpose. In such instances, the Deputy City Manager (or delegate) and Procurement and Supply shall manage the procurement to achieve a competitive situation whenever possible.
- 7.5 The use of standards in procurement documentation that have been certified, evaluated, qualified, registered or verified by independent nationally recognized and industry-supported organizations such as, but not limited to, the Standards Council of Canada, shall be preferred.
- 7.6 Deputy City Managers (or delegate) shall:
 - a. Give consideration to Value Analysis, Sustainable Procurement and Supplier Code of Conduct;
 - b. Ensure that adequate Value Analysis comparisons are conducted to provide assurance that the specification(s) will provide best value;
 - c. Forward the Value Analysis to Procurement and Supply for documentation in the procurement file; and
 - d. Ensure specification(s) are set to allow for an open competitive process.
- 7.7 All substantive changes to standard clauses in competitive bid documents and standard agreements shall be reviewed and approved by the City Solicitor (or delegate).
- 7.8 Unless otherwise noted in this Policy, the Senior Manager, Procurement and Supply (or delegate) in conjunction with the Deputy City Manager (or delegate) shall issue bid documents for goods and/or services. Procurement and Supply

shall give notice of the issuance of a competitive bid electronically via the internet as well as any other means as appropriate.

- 7.9 Internal Auditor shall review compliance with the Procurement of Goods and Services Policy, and report to the Audit Committee as set out in their audit plan.

8. Approval Authority and Reporting Requirements

- 8.1 Any person delegated approval authority pursuant to this Policy shall ensure that an approved budget, as described in Section 17 of this Policy, exists for the proposed procurement and that such procurement does not violate any City policies or any applicable law. Any such procurement shall also satisfy any applicable audit and documentation requirements of the City.
- 8.2 All applicable taxes, duties and shipping shall be excluded in determining the procurement limit of authorized delegates and the type of procurement process to be followed.
- 8.3 The dollar values identified in this section represent the annual estimated procurement value for a good and/or service to be procured. The annual estimated procurement value is the cumulative value spent over a twelve (12) month period for a particular good and/or service.
- 8.4 In the case of multi-year supply and/or service contracts, the preauthorized expenditure limit shall refer to the estimated annual expenditure under the contract.
- 8.5 The following body and persons shall have the respective approval authority as set out below (see summary in Schedule "A"). All dollar values are based on annual amounts and must be within pre-approved budgeted limits.
- a. **Committee and City Council** must approve the following awards:
- i. RFP greater than \$100,000;
 - ii. RFT greater than \$6,000,000;
 - iii. RFQ, RFP and RFT with an irregular result greater than \$100,000 (section 8.10);
 - iv. Sole Source or Single Source greater than \$50,000;
 - v. Contract Amendments exceeding \$50,000 or 3% of original contract value, whichever is greater (Section 20.3 d)
 - vi. Contract renewals greater than \$6,000,000 (section 20.2); and
 - vii. Appointment of Professional Consulting Services (Section 15) greater than \$100,000.

b. **Deputy City Managers or any employee exercising delegated authority approval and Senior Manager, Procurement and Supply (jointly)** are authorized to approve the following awards:

- i. RFQ (formal quotations) greater than \$50,000 but not exceeding \$100,000;
- ii. RFP up to \$100,000;
- iii. RFT up to \$6,000,000;
- iv. Sole Source or Single Source up to \$50,000; and
- v. Contract renewals up to \$6,000,000, for Council approved agreements that have clearly defined options to extend (Section 20.2).

c. **Deputy City Managers or any employee exercising delegated authority approval** are authorized to approve the following awards;

- i. Informal quotations up to \$50,000;
- ii. Appointment of Professional Consulting Services not exceeding \$100,000 (Section 15); and
- iii. Contract Amendments not exceeding \$50,000 or 3% of original contract value, whichever is greater (Section 20.3 d)

8.6 Section 8.5 approvals may be overridden in the case of an 'emergency' as defined in Section 14.2 of this Policy.

8.7 Delegation of Approval Authority

Delegation of Approval Authority means the formal delegation of authority to perform a task or approval by a person in a position with authority under this Policy, resulting in a 'delegate'.

a. The method for the Deputy City Managers delegating approval authority is as follows:

- i. The Deputy City Managers shall prepare a Delegation of Approval Authority List within their respective areas;
- ii. The list will provide evidence that the staff listed have been delegated approval authority by the Deputy City Manager;
- iii. The list at minimum, shall include the staff person's name, title and approval limit, the list will also include any acting roles;
- iv. The list shall be updated immediately upon any change in staff or position;

- v. A copy of the list shall be sent to the Senior Manager, Procurement and Supply each time there is a revision;
 - vi. The Senior Manager, Procurement and Supply will ensure the delegation of approval authority lists are available to all Procurement and Supply Staff; and
 - vii. Procurement and Supply staff will review the list prior to completing tasks that require approval.
- b. The Deputy City Managers and Senior Manager, Procurement and Supply shall develop a Delegation of Approval Authority list for the approvals and tasks they are responsible for under this Policy.
- 8.8 Only the Deputy City Managers may further delegate approval authority to their staff at the procurement values deemed appropriate. Staff that has been delegated approval authority from the Deputy City Managers to approve procurements shall have no authority to delegate this approval authority to any other person.
- 8.9 City Council may explicitly delegate further approval authority as it considers necessary from time to time, including but not limited to, any extended time periods during which City Council does not meet.
- 8.10 Irregular Result
- If an irregular award value is less than \$100,000, the Deputy City Manager, or delegate, with the concurrence of the Senior Manager, Procurement and Supply, or delegate, may approve the award.
- If an irregular award of a competitive bid is greater than \$100,000, the client Service Area, in conjunction with Procurement and Supply, shall submit a report to Committee and City Council and receive their approval if any of the following conditions apply:
- a. The value of the lowest compliant bid, or highest scoring proposal, exceeds the City Council approved budget, including any contingency allowance;
 - b. The specifications of an entire competitive bid cannot be met by two (2) or more suppliers; as per Section 19.4, Only One Bid Received;
 - c. The award is not being made to a compliant bidder(s) offering the Best Value to the City;
 - d. Where a Substantive Objection has been filed with the City Treasurer prior to award of a competitive bid; or

- e. Where in the opinion of the Senior Manager, Procurement and Supply, the client Service Area award recommendation is not in the best interest of the City.

8.11 Reporting to Committee and City Council

- a. The Deputy City Managers shall submit an informational report on an annual basis, no later than March 15th to the Senior Manager, Procurement and Supply containing the details of the contract awards made under Section 8.5.c for their respective Service Areas.
- b. The Senior Manager, Procurement and Supply shall coordinate data collection and prepare an annual report for submission to City Council including the awards made under section 8.5 b and 8.5 c, no later than May 31st. The report will only include awards that were not processed through Procurement and Supply, unless otherwise directed by Council. Procurement and Supply shall certify that the awards are in compliance with this Policy and where non-conformances are identified, corrective action will be taken.
- c. Where a supplier has invoiced the City a cumulative total value of \$100,000 or more in a calendar year, total payments relative to the supplier shall be included in an annual information report to Committee and City Council. The Senior Manager, Procurement and Supply (or delegate) shall prepare a report of all Civic Administratively Awarded Tenders for the reporting year.

9. Low Dollar Value Procurements (under \$15,000) – as per Schedule “A”

- 9.1 Procurements under \$15,000 shall be considered low dollar value procurements.
- 9.2 All low dollar value procurements shall utilize applicable City contracts and shall otherwise be in accordance with this Policy.
- 9.3 A corporate Purchasing Card may be used for low dollar value procurements provided the user complies with Section 18 of this Policy.
- 9.4 The Deputy City Managers may delegate approval authority to their staff for low dollar value procurements and it is their responsibility to ensure that this Policy is adhered to.
- 9.5 All information on low dollar value procurements must be documented and maintained on file.
- 9.6 Low dollar value procurements do not require an RFQ, RFP or RFT. Obtaining competitive quotes is considered a good business practice and should be obtained. An authorized Purchase Requisition submitted to Procurement and Supply is the preferred method.

10. Informal Request For Quotation (IRFQ) (From \$15,000 to \$50,000) – as per Schedule “A”

- 10.1 Procurements of \$15,000 but not exceeding \$50,000 are eligible to be completed through an Informal Quotation process. The Deputy City Manager or any employee exercising delegated authority is authorized to award the contract.
- 10.2 All Informal Quotations shall utilize standard applicable Service Area contracts and/or corporate contracts and shall otherwise be in accordance with the Procurement of Goods and Services Policy.
- 10.3 For procurements where there are no applicable Service Area contracts or corporate contracts, informal quotations shall be obtained by the client Service Area in the following manner:
 - a. Three (3) written (use of the electronic bidding system is encouraged) bids obtained from three (3) separate potential suppliers;
 - b. A ‘No Bid’ response shall not be considered as a valid bid;
 - c. All suppliers shall receive the same informal quotation written information;
 - d. The informal quotation shall be awarded to the lowest compliant bid; and
 - e. Documentation on all bids, including but not limited to, bidder information, bid document, bid responses and decisionmaking rationale shall be retained in the client Service Area files in accordance with City Council approved by-laws for records retention, or a minimum of two (2) years.
- 10.4 Staff is encouraged to seek three (3) bids to ensure a more competitive process. If staff has exhausted all efforts to obtain three (3) bids and can support this with documented evidence under Section 10.3 e., a minimum of two (2) written bids is acceptable.
- 10.5 Procurement and Supply shall assist as requested by the client Service Area, or when deemed necessary, with the Informal Quotation process. To request Procurement and Supply to assist, the Deputy City Manager, or delegate, shall provide a completed and signed Procurement Initiation Approval Form. Procurement and Supply may also conduct reviews to ensure the requirements of this section and all other applicable sections of this Policy have been met.
- 10.6 When a client Service Area requires an RFP in lieu of an Informal Quotation, the RFP shall be issued by Procurement and Supply using the RFP process detailed in Section 12 and subject to the approval authority in Section 8.5.b.
- 10.7 Since the informal quotation process does not necessarily go through Procurement and Supply, the City’s standard insurance form must be completed and forwarded by the client Service Area to Insurance and Risk Management for review and input into the Insurance Program. WSIB Certificates of Clearance

must be submitted to Accounts Payable at the commencement of the project and periodically as the work is completed and before final payment is released.

- 10.8 An authorized Purchase Requisition is to be sent to Procurement and Supply and include copies of the bids received. A Purchase Order, Contract Record or Agreement will be issued to formalize the contract with selected supplier.

11. Request For Quotation (RFQ) (\$50,000 to \$100,000) – As Per Schedule “A”

- 11.1 RFQ procedures shall be used where:

- a. The item is greater than \$50,000 but not exceeding \$100,000;
- b. The requirement can be fully defined; and
- c. Best value for the City will be achieved by an award selection made on the basis of the total lifecycle cost that meets all terms, conditions and specifications.

- 11.2 The Deputy City Manager or any employee exercising delegated authority approval and the Senior Manager, Procurement and Supply must jointly approve this award.

- 11.3 The Deputy City Manager or any employee exercising delegated authority approval shall provide to Procurement and Supply a completed and signed Procurement Initiation Approval Form containing the relevant description, budget authorization, and approval authority for the purchase of goods, services consulting or construction.

- 11.4 The client Service Area shall be responsible to review the competitive bid and verify that all terms, conditions and specifications of the bid are met.

- 11.5 Procurement and Supply shall forward to the Deputy City Manager (or delegate) a summary of the bids and recommend the award of contract to the lowest compliant bid subject to review by the Deputy City Manager (or delegate) regarding specifications and contractor performance.

- 11.6 When a client Service Area requires the issuance of an RFP in lieu of a RFQ, the RFP shall be issued by Procurement and Supply as described in Section 12 of this Policy and subject to the approval authority in Section 8.5.b.

- 11.7 The City reserves the right in its absolute sole discretion to accept or reject any submission.

12. Request for Proposal (RFP) – As Per Schedule “A”

- 12.1 The RFP procedure shall be used where:

- a. The requirement is best described in a general performance specification;

- b. Innovative solutions are sought; and
 - c. To achieve best value, the award selection will be made on an evaluated point per item or other method involving a combination of mandatory and desirable requirements.
- 12.2 Awards under the RFP process require the following approval:
- a. The Deputy City Manager or any employee exercising delegated authority approval and the Senior Manager, Procurement and Supply must jointly approve an RFP award for purchases up to \$100,000;
 - b. Committee and City Council must approve an RFP award for purchases greater than \$100,000;
 - c. Committee and City Council must approve an RFP award with an irregular result greater than \$15,000.
- 12.3 The RFP process is a competitive method of procurement that may or may not include supplier pre-qualification.
- 12.4 An RFI, REOI or RFPQ may be issued in advance of an RFP to assist in the development of a more definitive set of terms and conditions, scope of work/service and the selection of qualified suppliers.
- 12.5 An RFI, REOI and RFPQ shall follow the same award approvals as an RFP, if applicable.
- 12.6 Procurement and Supply shall maintain a list of suggested evaluation criteria for assistance in formulating an evaluation method for use in an RFP. This may include but not be limited to factors such as qualifications and experience, strategy, approach, methodology, scheduling and past performance, facilities, equipment, pricing, life cycle costing, standardization of product, and aspects that would support environmental procurement. Also see sections 1.5 and 1.6.
- 12.7 Deputy City Managers or any employee exercising delegated authority approval shall identify appropriate evaluation criteria from the list maintained by Procurement and Supply for use in an RFP but are not limited to criteria from the list. Cost will always be included as a factor, as best value includes but is not limited to quality and cost.
- 12.8 The Deputy City Manager or any employee exercising delegated authority approval shall provide Procurement and Supply with a completed and signed Procurement Initiation Approval Form containing the relevant description, budget authorization, and approval authority for the purchase of goods, services, consulting or construction.
- 12.9 A representative from Procurement and Supply will be the lead in the RFP process. An evaluation committee will be formed with a minimum of three

evaluators and be comprised of at least one representative from the client Service Area and one representative from Procurement and Supply. The evaluators shall review all compliant proposals against the established criteria, reach consensus on the final rating results, and ensure that the final rating results with supporting documents, are kept in the procurement file. The Procurement and Supply representative may or may not participate in the scoring of the proposals.

- 12.10 During the proposal process all communication with proponents shall be through Procurement and Supply.
- 12.11 Procurement and Supply shall forward to the Deputy City Manager (or delegate) an evaluation summary of the procurement, as well as the evaluation committee's recommendation for award of contract to the proponent meeting all mandatory requirements and providing best value as stipulated in the RFP. The representative from Procurement and Supply is responsible for documenting the determination of best value. The criteria and analysis to determine best value will be included (if applicable) in the report to Committee and City Council.
- 12.12 With respect to all reports initiated for RFP, a report on the sources of financing, and other financial commentary as considered appropriate, shall be prepared.
- 12.13 Reporting will not include financial summaries of bids as this information will remain confidential. Any disclosure of information shall be made by the appropriate officer in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.
- 12.14 Unsuccessful proponents may, upon their request, attend a debriefing session with a Procurement and Supply representative to review their competitive bid. Any discussions relating to any submissions other than that of the proponent present will be strictly prohibited. This debriefing session is intended to provide general feedback regarding the proponent's rating on various criteria in order to allow the proponent to understand where future improvements might be available. Debriefings will not occur until after Council award of the project in question.
- 12.15 The City reserves the right in its absolute sole discretion to accept or reject any submission.

13. Request for Tender (RFT) (Greater than \$100,000) – As Per Schedule “A”

- 13.1 RFT procedures shall be used where:
 - a. The total cost is expected to be greater than \$100,000;
 - b. The requirement can be fully defined; and

- c. Best value for the City can be achieved by an award selection made on the basis of the lowest bid that meets all terms, conditions and specifications.
- 13.2 Awards under the RFT process require the following approval:
- a. Committee and City Council must approve award of tenders greater than \$6,000,000;
 - b. Committee and City Council must approve award of contracts when a tender result is irregular as per Section 8.10 of this Policy; and
 - c. Results from \$100,000 to \$6,000,000 that do NOT have an Irregular Result may be awarded administratively by the Deputy City Manager, or delegate.
- 13.3 The Deputy City Manager or any employee exercising delegated authority shall provide to Procurement and Supply a completed and signed Procurement Initiation Approval Form containing the relevant description, budget authorization, and approval authority for the purchase of goods, services, consulting or construction.
- 13.4 The Senior Manager, Procurement and Supply shall be responsible for arranging for the public disclosure of bid submissions at the time and date specified by the bid call.
- 13.5 Procurement and Supply shall forward to the Deputy City Manager (or delegate) a summary of the bids and recommend award of the contract to the lowest compliant bidder.
- 13.6 With respect to all reports initiated for tenders, there shall be a recommendation report to Committee and City Council containing the sources of financing, and other financial commentary as considered appropriate.
- The City reserves the right in its absolute sole discretion to accept or reject any submission.
- 13.7 An RFI, REOI or RFPQ may be issued in advance of an RFT to assist in the development of a more definitive set of terms and conditions and scope of work.
- 13.8 An RFI, REOI and RFPQ shall follow the same award approvals as an RFP, if applicable.

14. Non-Competitive Purchases (Emergency, Sole Source, Single Source)

- 14.1 The requirement for a competitive bid process for the selection of a supplier for goods, services and construction (except for Emergencies – see 14.2) may be waived under authority of the City Manager and replaced with direct negotiations by the Deputy City Manager (or delegate) and Senior Manager, Procurement and Supply (or delegate) under the following circumstances.

- a. The procurement qualifies as ‘Sole Source’ as defined in Section 14.3;
- b. The procurement qualifies as a ‘Single Source’ as defined in Section 14.4.

14.2 Procurement in Emergencies

For the purposes of this section, “Emergency” means an event or occurrence that the City Manager or Deputy City Manager deem as an immediate threat to:

- Public health;
- The maintenance of essential City services; or
- The welfare and protection of persons, property, or the environment; and the event or occurrence necessitates the immediate need for goods or services to mitigate the emergency and time does not permit for a competitive procurement process.

In the event of an Emergency the City Manager or Deputy City Manager and their respective delegates, Fire Chief or a Deputy Fire Chief, or Chief Building Official or Deputy Chief Building Official, are authorized to enter into a purchase agreement without the requirement for a formal competitive process.

A list of pre-qualified suppliers will be used to select the suppliers, whenever possible.

Where the procurement cost to mitigate the Emergency is anticipated to exceed \$50,000, there must be a notification sent (e-mail contact is acceptable) to the Senior Manager, Procurement and Supply (or delegate). The steps taken to mitigate the Emergency must always be clearly documented regardless of amount and where the aggregate costs for a single supplier are in excess of \$50,000, the emergency procurement shall be reported by the responsible Deputy City Manager to Committee and City Council (including the source of financing) at the next scheduled meeting following the event. The Deputy City Manager responsible for the area leading the emergency procurement must forward the appropriate purchase requisition(s) to the Senior Manager, Procurement and Supply within five (5) business days after the mitigation activities associated with the emergency event have been terminated.

14.3 Sole Source

The procurement may be conducted using a Sole Source process if the goods and/or services are available from only one supplier by reason of:

- a. Statutory or market-based monopoly;
- b. Competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, license, technical secrets or controls of raw material; or

- c. The complete item, service, or system is unique to one supplier and no alternative or substitute exists.

14.4 Single Source

Single Source means that there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specifications.

The procurement may be conducted using a Single Source process if the goods and/or services are available from more than one source, but there are valid and sufficient reasons for selecting one supplier in particular, as follows:

- a. An attempt to acquire the required goods and/or services by soliciting competitive bids has been made in good faith, but has failed to identify any compliant suppliers;
- b. The confidential nature of the requirement is such that it would not be in the public interest to solicit competitive bids;
- c. Construction, renovations, repairs, maintenance etc. in respect of a building leased by the City may only be done by the lessor of the building, in accordance with a lease agreement;
- d. There is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract (i.e., contract renewal);
- e. The required goods and/or services are to be supplied by a particular supplier(s) having special knowledge, skills, expertise or experience;
- f. The goods are purchased under circumstances which are exceptionally advantageous to the City, such as in the case of a bankruptcy or receivership;
- g. It is advantageous to the City to acquire the goods or services from a supplier pursuant to the procurement process conducted by another public body or a Group Procurement Organization (GPO);
- h. It is advantageous to the City to acquire the goods or services directly from another public body or public service body;
- i. Another organization is funding or substantially funding the acquisition and has determined the supplier, and the terms and conditions of the commitment into which the City will enter are acceptable to the City;
- j. The acquisition is for a particular brand of goods or services that are intended solely for resale to the public and no other brand is desirable, and the brand is not available from any other source; or

- k. Where due to abnormal market conditions, the goods, services or construction required are in short supply.

14.5 Sole Source and Single Source – Approval and Reporting

- a. Awards which qualify to be considered as a Single Source or Sole Source process require the following approval, as per 8.5 b iv:
 - i. the Deputy City Manager, or delegate, and Senior Manager, Procurement and Supply, must jointly approve an award not exceeding \$50,000;
 - ii. Committee and City Council must approve an award greater than \$50,000, unless otherwise permitted by this Policy.
- b. For awards under Section 14.5.a.ii, the Deputy City Manager (or delegate), is responsible for submitting a report to Committee and City Council detailing the rationale supporting their decision and the Senior Manager, Procurement and Supply Services shall be made aware.

15. Appointment of Professional Consulting Services

15.1 General

- a. Senior management staff will be involved in the selection process for Professional Consulting Services. Specifically, Division Managers and/or Senior Managers are to be involved with all projects, and Deputy City Managers and the City Manager should be involved, as appropriate, with high-profile projects of increasing complexity or expense.
- b. Under no circumstances shall an extension, renewal or expansion of a consulting engagement preclude the required approvals. This includes splitting the project or scope of work into multiple phases or sections. City Council has sole authority to approve and award contracts greater than \$100,000.
- c. If a consulting engagement that has been awarded administratively exceeds the approval threshold of \$100,000, the Deputy City Manager shall immediately prepare a report to City Council providing a status update and requesting approval to proceed (if applicable).
- d. The Deputy City Manager shall be responsible for ensuring that any substantive clause changes to the standard consulting services agreement are reviewed by the City Solicitor (or delegate) and the agreement is executed by the Mayor and Clerk.
- e. The Deputy City Manager shall be responsible for obtaining and submitting the appropriate insurance and WSIB documents to Risk Management.
- f. The Deputy City Manager shall be responsible for ensuring that all proposal responses and decision-making rationale are retained in the client Service Area files in accordance with City Council approved by-laws for records retention, or a minimum of two (2) years.
- g. The Deputy City Managers shall provide the Senior Manager, Procurement and Supply, on an annual basis, no later than March 1, administrative awards made in their area to any Professional Consulting Service firms (Sections 15.2 and 15.3) with an aggregate total greater than \$100,000. The Senior Manager, Procurement and Supply shall coordinate data collection and prepare an annual Appointment of Professional Consulting Services report for submission to City Council, no later than April 30.

15.2 Consulting Engineers, Architects, Landscape Architects and Environmental Consultants

The selection of Professional Consulting Services will follow the requirements of Section 15.1; and

- a. The City's appointment of Consulting Engineers, Architects, Landscape Architects and Environmental Consultants Policy is adapted from the National Best Practice for Consultant Selection as described in more detail in the current council adopted City of London Grouped Consultant Selection Process.
- b. A list of pre-approved firms (Consulting Engineers, Architects, Landscape Architects and Environmental Consultants) that provide professional consulting services shall be established by the Deputy City Manager for their respective areas. This candidate firm list shall be supplied to the Senior Manager, Procurement and Supply on a bi-annual basis, no later than March 1st and September 1st.
- c. Assignments for projects which have estimated fees of less than \$100,000 shall be awarded by the Deputy City Manager or delegate, as per 8.5 c, to listed candidate firms based on an evaluation of the firm's competency, expertise, costs, past performance on City projects, available capacity, and the size of their operation and the particulars of the work to be done.
- d. Assignments for projects which are more complex in nature but which are within the capability of firms included on the above-mentioned pre-approved list and have estimated fees between \$100,000 and the CFTA threshold for goods and services limit as amended, shall be assigned on the basis of a proposal submitted by a minimum of three (3) qualified firms from the list stating their approach to the proposed project and their experience and knowledge of projects of a similar nature. Grouped Consultant Selection process may be undertaken for more than one project if the projects are similar in nature, the consultants possess the skills necessary to undertake this type of work and efficiencies are realized by the City. The process for undertaking grouped consultant selections is further described in the latest version of the council adopted City of London Grouped Consultant Selection Process.
- e. Assignments for complex projects, or projects with estimated consulting fees greater than the CFTA threshold for goods and services limit as amended, shall be awarded based on a two (2) stage process with the first stage being an open, publicly advertised expression of interest/pre-qualification stage (REOI/RFPQ), and the second being a RFP of the short-listed firms, of which there shall be a minimum of three (3) qualified firms stating their approach to the proposed project and their experience and knowledge of projects similar in nature.
- f. The assignments outlined in parts d) and e) above and their related budget shall be subject to the approval of City Council. Prior to award by City Council, City staff will negotiate with the recommended consultant to establish

estimated personnel costs and other charges required for these assignments. It is anticipated that an upset fee will be established for the first phase of the project as directed by the Deputy City Manager. City Council approval will be for the entire project noting that the consultant shall obtain the approval of the appropriate Deputy City Manager to proceed with subsequent phases to upset limits as appropriate to the work within the limit of the budget.

- g. A consulting firm which has satisfactorily partially completed a project may be recommended for award of the balance of a project without competition subject to satisfying all financial, reporting and other conditions contained within this Policy. This should be to the financial advantage of the City due to the fact that such a consultant has specific knowledge of the project and has undertaken work for which duplication would be required if another firm were to be selected.

15.3 Other Professional Consulting Services

The selection of Professional Consulting Services which are not included under Section 15.2 will follow the requirements of Section 15.1; and

- a. Projects which have estimated fees of less than \$100,000 may be awarded by the Deputy City Manager in consultation with the Senior Manager, Procurement and Supply under the following circumstances:
 - i. the project requires special knowledge, skills, expertise or experience; or
 - ii. another organization is funding or substantially funding the project and has already selected a preferred firm and/or strict timelines have been placed on the funding; or
 - iii. the confidential nature of the project is such that it would not be in the public interest to solicit competitive bids; or
 - iv. the preferred firm has already been selected through a formal procurement process by another public body to provide same or similar services; or
 - v. the project requirement meets the definition of Sole Source, Section 14.3.
- b. The Deputy City Manager is responsible for detailing the rationale supporting their decision to award the recommended firm.
- c. Under this section, all professional consultant proposals must include, at minimum:
 - i. Schedule of fees;
 - ii. Methodology and timeline to complete project;

- iii. Demonstrated experience and qualifications required to perform project; and
 - iv. List of personnel who will be directly involved in the completion of the project.
- d. All requirements for Other Professional Consulting Services (section 15.3) not meeting the selection requirements of section 15.3 a. shall follow the RFP process outlined in section 12.0.

16. Blanket Purchase Contracts

- 16.1 A Request for a Blanket Purchase Contract may be used where:
- a. One (1) or more clients repetitively order the same goods or services and the actual demand is not known in advance; and
 - b. A need is anticipated for a range of goods and/or services for a specific purpose, but the actual demand is not known at the outset, and delivery is to be made when a requirement arises.
- 16.2 Procurement and Supply shall establish and maintain Blanket Purchase Contracts that define source and price with selected suppliers for all frequently used goods or services.
- 16.3 To establish prices and select sources, Procurement and Supply shall employ the provisions contained in this Policy for the acquisition of goods and/or services and construction labour and materials.
- 16.4 More than one (1) supplier may be selected for the supply of goods or services where it is in the best interests of the City.
- 16.5 Where procurement action is initiated by a Service Area for frequently used goods or services, it is to be made with the supplier or suppliers listed in the Blanket Purchase Contract.
- 16.6 In a Request for Blanket Purchase Contract, the expected quantity of the specified goods or services to be purchased over the time period of the agreement will be as accurate an estimate as practical and be based, to the extent possible, on previous usage adjusted for any known factors that may change usage.

17. Requirement for Approved Funds

- 17.1 The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts within City Council approved budget.

- 17.2 Where goods and/or services are routinely purchased or leased on a multi-year basis, the exercise of authority to award a contract is subject to:
 - a. The identification and availability of sufficient funds in appropriate accounts for the current year within City Council approved budget;
 - b. The requirement for the goods or services will continue to exist in subsequent years and, in the opinion of the City Treasurer, the required funding can reasonably be expected to be made available; and
 - c. The contract containing a provision that the supply of goods or services in subsequent years is subject to the approval by Committee and City Council of the Service Area estimates to meet the proposed expenditures.

17.3 Construction Tender Call Before and After Approvals

- a. Following the adoption of the capital budget by City Council, the Senior Manager, Procurement and Supply is authorized to call tenders for municipal construction projects and the acquisition of equipment.
- b. Notwithstanding Section 17.3.a., the Senior Manager, Procurement and Supply is authorized to obtain sealed bids for material construction projects and equipment, prior to the adoption of the capital budget by City Council, provided that the documents include a clause specifically stating that the acceptance of a bid and placing of the order is subject to budget approval by Committee and City Council and the items specified are subject to change in quantity and/or deletion.

18. Purchasing Cards

18.1 General

- a. Service Area approved employees will be issued Purchasing Cards to use for low-dollar purchases of goods and/or services in support of sound business practices. Purchasing Card provision is based on the need to purchase goods and services for the City and the card may be revoked based on change of assignment or location. The provision of a Purchasing Card is not an entitlement nor reflective of title or position. Cardholders should be mindful that the Purchasing Card is a credit card and the transactions charged to it are ultimately paid for with public funds.
- b. Benefits of the Corporate Purchasing Card program accrue at the Corporate Finance level by reducing the number of invoices and cheques processed at the supplier level by reducing their invoicing to the City, and the turnaround time for payment.

- c. No employee shall use a Purchasing Card to purchase goods and/or services unless appointed and authorized by the employee's Deputy City Manager (or delegate). Any use of a Purchasing Card shall be in accordance with the Procurement of Goods and Services Policy and all other applicable City by-laws and policies. The requirements for low dollar purchases are specifically covered under Section 9 of the Procurement of Goods and Services Policy. Deputy City Managers are ultimately responsible for ensuring that purchases within their Service Area are made in accordance with the applicable by-laws and policies.
- d. A Purchasing Card will be issued once the employee has read, signed and submitted the Cardholder Responsibility-Acknowledgement Form to the Program Administrator, which sets out in writing the employee's responsibilities and restrictions regarding the use of the Purchasing Card.
- e. All Purchasing Cards issued will have a predetermined single transaction limit, a monthly credit limit and blocked commodities as determined and authorized by the applicable Deputy City Manager (or delegate) and the City Treasurer. All Purchasing Cards will be blocked from obtaining cash advances. (Cash advances may be permitted in the event of an emergency as deemed necessary and pre-approved by the Cardholder's Deputy City Manager).
- f. The dollar limit for individual purchases and monthly spending limit for each employee will be determined by the Deputy City Manager (or delegate) of their Service Area based on their expected level of procurement and type of procurement. Cardholder limits for single or monthly transactions exceeding the low dollar procurement threshold set out in section 9 of this policy must be approved in writing by the Senior Manager, Procurement and Supply and fall within a predetermined limit structure.
- g. Suppliers will not be rejected for refusing to accept the Purchasing Card.
- h. The City assumes liability for all authorized charges on the Purchasing Cards, not the individual cardholder.

18.2 Program Administration, Audit and Monthly Reconciliation

- a. Oversight and administration of the Purchasing Card program is the responsibility of Financial Services and a Program Administrator has been identified in this area. The Program Administrator will maintain a master list of all Purchasing Cards and their limits. In addition, the Program Administrator will establish reporting mechanisms for monthly reconciliation of accounts.
- b. All transactions are subject to review by internal and/or external audit groups. Quarterly reviews to ensure compliance with the Procurement of Goods and

Services Policy will be performed by the Senior Manager, Procurement and Supply. Periodic reviews to ensure compliance with other approved Council by-laws and policies will be performed by Financial Services. All serious compliance issues will be reported to the City Treasurer and Internal Auditor. Less significant compliance issues will be directed to the cardholder's supervisor/manager. A record of all compliance issues will be maintained by the Program Administrator.

- c. All requests for Purchasing Cards, maintenance forms and other documents are to be submitted to the Program Administrator for review and processing. Cardholder or cardholder representatives are not permitted to submit forms directly to the bank. All original cardholder agreements and other cardholder maintenance forms are to be maintained by the Program Administrator.
- d. Payment will automatically be withdrawn from the General Operating Bank Account following the monthly statement date. If individual cards have not been reconciled and approved for payment by the deadline each month, expenditures will be charged directly to the default cost center attached to the card. The Cardholder, with the assistance of Service Area representatives; are responsible to ensure that the statement is submitted and the expenditures are allocated to the correct general ledger accounts.
- e. Reconciled and authorized monthly statements are to be submitted to Corporate Finance no later than the last working day of the month. Each transaction must include an explanation or purpose of the expenditure. Prior to approval, the Cardholder is responsible for detecting and addressing merchant errors or fraudulent activity appearing on the monthly statement.
- f. Cardholders shall provide original detailed and itemized receipts for each transaction with the monthly cardholder statement. If circumstances arise where a detailed receipt cannot be obtained, a Declaration Form may be submitted in place of a detailed receipt. Declaration Form limits and procedures shall be determined by the City Treasurer (or delegate).

18.3 Responsibilities and Restrictions

- a. The Purchasing Card shall not be used:
 - i. for any purchase of goods and/or services that are prohibited under the Procurement of Goods and Services Policy or any other City by-law or policy;
 - ii. for personal use other than incidental personal use as part of a business expense, which must be reimbursed at the time of the monthly reconciliation;

- iii. when the total purchase price exceeds the single purchase limit on the card;
 - iv. when an exclusive contract with another supplier is in effect for the goods and/or service (unless pre-authorized in writing by the Senior Manager, Procurement and Supply);
 - v. for items which are stocked at Supply Services except under extenuating circumstances;
 - vi. for any computer software, hardware and/or telecommunications equipment such as telephones, cellular phones, tablets and mobile radios except by designated staff in the Information Technology Services Division as authorized by the Director, Information Technology Services (or delegate); and
 - vii. for the purchase of services involving contractors.
- b. The following items require pre-authorized written approval by the cardholder's Deputy City Manager:
- i. The purchase of prepaid gift cards, prepaid gift certificates, prepaid grocery cards, or any other prepaid merchant cards; or
 - ii. The purchase of alcohol while on City business, team building, employee appreciation, or otherwise. Note: alcohol purchased for resale to the public at City facilities (e.g., Golf Courses) is exempted from this specific restriction.

A copy of the written approval must be included with the monthly statement when submitted to Financial Services.

- c. Individual transactions are not to be subject to splitting or stringing, which is the practice of committing multiple purchasing card transactions to circumvent delegated authority levels and thus bypassing the City's competitive bidding process, nor are Purchasing Cards to be used on a repetitive basis to circumvent prescribed approval authority limits. With the appropriate approvals, cardholder limits may be increased either temporarily or permanently based on need by contacting the Program Administrator or submitting an authorized Cardholder Maintenance Form.
- d. All refunds and credits must be applied to the original Purchasing Card. Where supplier return policies allow, cardholders are not to return products for refunds in the form of cash, gift cards or other prepaid cards.
- e. Permanent full-time employment status is required to obtain a Purchasing Card. Students, contractors, consultants or seasonal employees will not be

granted a card except under special circumstances and approved in writing by the City Manager.

- f. The Purchasing Card is user-specific and therefore no employee shall attempt to purchase an item using a card issued to another employee. Delegation of authority is not permitted in making transactions.
- g. The cardholder's supervisor/manager is responsible for notifying the Program Administrator immediately upon any change in the cardholder's employment status. This includes, but is not limited to termination, layoff, leave of absence and long-term disability. If applicable, the plastic card should also be returned to the Program Administrator.
- h. Employees will adhere to the Corporation's Code of Conduct, An example of prohibited behaviour includes using one's position with the Corporation to secure advantage, benefit, favour, additional compensation and/or service for including but not limited to, oneself, relatives, friends or associates. This includes the selection of a supplier based upon 'air miles' or 'reward points' that reward customers for purchases.
- i. When a Purchasing Card is used to procure goods and/or services (including meals or items that would be considered personal in nature) and two (2) or more City employees are present, the most senior person in organizational authority must pay for the expenditure and prepare the respective monthly cardholder statement. If this is not feasible, the cardholder statement listing the expenditure shall be approved by the manager or Expense Review Officer, as outlined in the Corporate Travel and Business Expense Policy of the most senior person in authority present.

18.4 Purchasing Card Security and PIN

Cardholders must protect and maintain security on the Purchasing Card by:

- a. safeguarding the Purchasing Card and PIN;
- b. not sharing the Purchasing Card with another individual;
- c. not leaving the Purchasing Card information with merchants unless authorized by the Senior Manager, Procurement and Supply; and
- d. not referencing Purchasing Card account numbers and expiry dates in emails.

18.5 Misuse and/or Failure to Meet Cardholder's Responsibilities

Misuse of the Purchasing Card and/or failure to meet any of the Cardholder's responsibilities may result in cancellation of the employee's authority to use a Purchasing Card and/or further disciplinary action up to and including termination of employment.

19. Bid Administration

19.1 Submission of Bids

The City uses an electronic bidding system. The bidding rules are contained within the system.

19.2 Bid Irregularities

Where a bid is received that includes irregularities, the City will follow the protocol as appropriate for the particular irregularity. The protocol for bid irregularities and their associated responses are detailed in Schedule "C". Mandatory Requirements MUST be met or there will be an Automatic rejection.

19.3 No Acceptable Bids or Equal Bids

- a. Where bids are received that exceed budget, are not responsive to the requirement, or do not represent fair market value, a revised competitive bid shall be issued in an effort to obtain an acceptable bid unless Section 19.3.b applies.
- b. The Deputy City Manager and the Senior Manager, Procurement and Supply jointly may waive the need for a revised competitive bid and enter into negotiations with the lowest responsive bidder, emanating from a competitive bid, under the following circumstances:
 - i. the total cost of the lowest responsive bid is in excess of the funds appropriated by City Council for the project; and
 - ii. the Deputy City Manager and the Senior Manager, Procurement and Supply agree that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the competitive bid.
- c. The method of negotiation shall be those accepted as standard negotiating procedures that employ ethical public procurement practices in consultation with the Senior Manager, Procurement and Supply.
- d. In the case of building construction contracts, where the total cost of the lowest responsive bid is in excess of the appropriation made by City Council, negotiations shall be made in accordance with the guidelines established by the Canadian Construction Documents Committee and in consultation with the Senior Manager, Procurement and Supply.
- e. The City reserves the right in its absolute and sole discretion to cease negotiations and reject any offer.
- f. In the unlikely event that two (2) or more compliant equal bids are submitted during a competitive bid process, Procurement and Supply will offer an

opportunity for bidders to re- bid. Should a tie persist, the following factors will be considered:

- i. payment discount;
- ii. when delivery is an important factor, the bidder offering the best delivery date is given preference;
- iii. a bidder in a position to offer better after sales service, with a good record in this regard shall be given preference;
- iv. a bidder with an overall satisfactory performance record shall be given preference over a bidder known to have an unsatisfactory performance record or no previous experience with the City; and
- v. if the considerations above do not break the tie, equal bidders shall draw straws in no preferential order held by the Senior Manager, Procurement and Supply (or delegate) and witnessed by a member of the Procurement and Supply Team. The bidder who draws the longest straw will be the winner, and thus breaking the tie.

19.4 Only One Bid Received

- a. In the event only one bid is received in response to a competitive bid, the Senior Manager, Procurement and Supply may return the unopened bid to the bidder when, in the opinion of the Deputy City Manager (or delegate) and the Senior Manager, Procurement and Supply (or delegate), using criteria, based on the number of bids which might reasonably be expected on a given type of bid, additional bids could be secured. In returning the unopened bid, the Senior Manager, Procurement and Supply shall inform the bidder that the City may be re-issuing the competitive bid at a later date.
- b. In the event that only one bid is received in response to a request for competitive bid, the bid may be opened and evaluated in accordance with the City's usual procedures when, in the opinion of the Deputy City Manager (or delegate) and the Senior Manager, Procurement and Supply (or delegate), the bid should be considered by the City. If, after evaluation by the Deputy City Manager (or delegate) and the Senior Manager, Procurement and Supply (or delegate), the bid is acceptable, an award will follow the irregular result process described in Section 8.10. If the bid is found not to be acceptable the procedures set out in Section 19.3.a. may be followed, with necessary modifications.
- c. In the event that the bid received is found acceptable, it will be awarded as an Irregular Result under Schedule "A" of this Policy.

19.5 Exclusion of Bidders Due to Poor Performance

- a. The City Treasurer may, in consultation with the City Solicitor, prohibit unsatisfactory suppliers and contractors from bidding on any future competitive bids for a time period appropriate with the results of the performance evaluation process as outlined in Section 20.5.
- b. Suppliers may also be prohibited from bidding on any future contract if they maintain offices, Managing Directors, or employees who are also officers, Managing Directors or employers of suppliers who have already been prohibited from bidding based on the results of the performance evaluation process as outlined in Section 20.5 of this Policy.

19.6 Exclusion of Bidders in Litigation and disputes or appeals of contract awards

- a. The City may, in its absolute sole discretion, reject a bid submitted if the bidder, or any officer or Managing Director of the bidder is or has been engaged, either directly or indirectly through another Corporation or personally, in a legal action against the City, its elected or appointed officers and employees in relation to:
 - i. any other contract or services; or
 - ii. any matter arising from the City's exercise of its powers, duties, or functions; or
 - iii. a dispute and/or an appeal of contract awards as per section 2.9.
- b. In determining whether or not to reject a bid under this clause, the City will consider whether the litigation is likely to affect the bidder's ability to work with the City, its consultants and representatives, and whether the City's experience with the bidder indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder.

20. Contract Administration

20.1 Contractual Agreement

- a. The award of a contract may be made by way of an Agreement, Contract Record or Purchase Order.
- b. A Purchase Order or Contract Record is to be used when the resulting contract is straightforward and will contain the City's standard terms and conditions.
- c. Agreement is to be used when the resulting contract is complex and will contain terms and conditions other than the City's standard terms and conditions.

- d. It shall be the responsibility of the Deputy City Manager (or delegate) with the Senior Manager, Procurement and Supply and/or the City Solicitor to determine if it is in the best interest of the City to establish an agreement with the supplier.
- e. Where it is determined that Section 20.1.d is to apply, the agreement shall be reviewed for execution by the City Solicitor.
- f. Where an agreement is required, as a result of the award of a contract by delegated authority, the Mayor and City Clerk shall execute the agreement in the name of the City.
- g. Where an agreement is issued, Procurement and Supply may issue a Purchase Order or Contract Record incorporating the formal agreement.
- h. Where an agreement is not required, Procurement and Supply shall issue an authorized Purchase Order or Contract Record incorporating the terms and conditions relevant to the award of contract.

20.2 Exercise of Contract Renewal Options

- a. Where a contract contains an option for renewal, the Deputy City Manager, or delegate, may authorize Procurement and Supply to exercise such option, as per 8.5 b, provided that all of the following apply:
 - i. the supplier's performance in supplying the goods and/or services or construction is considered to have met the requirements of the contract;
 - ii. any price increases are consistent with the prevailing market conditions for the goods or services being purchased;
 - iii. the facts justifying the decision to award this supplier previously are still relevant at the time of contract renewal;
 - iv. funds are available or will be available in appropriate accounts within City Council approved budget, including authorized revisions, to meet the proposed expenditure;
 - v. The report to Committee and City Council, if applicable, clearly identified the options to extend;
 - vi. the Deputy City Manager, or delegate, and the Senior Manager, Procurement and Supply, or delegate, agree that the exercise of the option is in the best interest of the City; and
 - vii. compliance with Sections i. through v. is documented, authorized by the Deputy City Manager, and forwarded to Procurement and Supply.
- b. Approval for contract renewals shall be governed by Section 8.5 and Schedule "A".

20.3 Contract Amendments

- a. No amendment to a contract shall be made unless the amendment is in the best interest of the City.
- b. No amendment that changes the price of a contract shall be agreed to without a corresponding change in requirement or scope of work.
- c. Amendments to contracts are subject to the identification and availability of sufficient funds in appropriate accounts within City Council approved budgets including authorized amendments.
- d. Deputy City Managers or delegates may authorize amendments, as per 8.5 c, when:
 - i. the total amended value of the contract (original contract plus amendment) is within the approval limit as noted in Schedule "A"; or
 - ii. the contract amendment will not exceed the Council approved source of financing by an amount greater than \$50,000 or 3% of original contract value, whichever is greater, and there are funds available.
- e. City Council must authorize contract amendments, as per 8.5 a, when:
 - i. the total amended value of the contract will be greater than the administrative (Deputy City Manager) approval threshold; or
 - ii. the total amended value of the contract will exceed the Council approved source of financing by an amount greater than \$50,000 or 3% of original contract value, whichever is greater, and there are funds available.

20.4 Execution and Custody of Documents

- a. The Mayor and City Clerk are authorized as per By-law A-1 or resolution by Council to execute formal agreements in the name of the City for which the award was made by delegated authority.
- b. Procurement and Supply shall have the authority to execute Purchase Orders and/or Contract Records issued in accordance with this Policy.
- c. Procurement and Supply shall be responsible for the safeguarding of all original procurement and contract documents/records for the contracting of goods, services or construction for which the award is made by delegated authority.
- d. Deputy City Managers are responsible for executing and retaining all documents in accordance with Section 10.3.e of this Policy.

20.5 Performance Evaluation

- a. At the outset of a project, the client Service Area manager shall institute a performance evaluation process in contracts where the Manager and/or Procurement and Supply determine that a performance evaluation would be appropriate.
- b. The performance evaluation shall rate the performance of the supplier, contractor or consultant on standard criteria adopted from time to time (i.e. failure to meet contract specifications, terms and conditions, health and safety violations, etc.). A copy of the introductory letter and performance evaluations shall be provided to the supplier, contractor or consultant in advance of the contract, and shall remain constant for the duration of the contract. Performance issues must be noted in writing with a copy to the supplier, Procurement and Supply and a copy to the Service Area project file. Performance issues must also be noted in any project meeting minutes.
- c. On completion of the project, the client Service Area manager will meet with Procurement and Supply to review the evaluation. All supporting documents pertaining to any substandard performance and comments must be attached to the evaluation document. Procurement and Supply will forward a copy of the completed evaluation to the supplier, contractor or consultant for their records. The supplier, contractor or consultant may request a meeting with the client Service Area manager and a representative from Procurement and Supply to discuss the evaluation and shall have twenty (20) calendar days following delivery of the evaluation to request an appeal. This appeal shall be forwarded to Procurement and Supply.
- d. The appeal shall be conducted by a dispute committee which will hear from both City staff or its consultants and the supplier at a time and place appointed in writing by the Committee. The decision of the Dispute Committee shall be in writing and it shall be final.
- e. The performance evaluation shall determine whether a supplier, contractor or consultant will:
 - i. be allowed to renew a contract with the City;
 - ii. be placed on a probationary list for a minimum of two (2) years during which time they shall be permitted to bid or propose work for the City with the understanding that the work will be closely monitored; or
 - iii. be prohibited from bidding on any contracts with the City during a three (3) year period, followed by a one (1) year probationary period after reinstatement as provided for in Section 19.5.
- f. In reaching a decision, the Dispute Committee shall rely upon the evaluation criteria determined in advance of the project and the results of prior

performance evaluations relating to other contracts performed by the same supplier.

- g. No tender, proposal or quotation will be accepted from any supplier during the term of the suspension.

21. General

21.1 Cooperative Procurement

- a. The City may participate with other government agencies or public authorities in cooperative Procurement where it is in the best interests of the City to do so.
- b. The decision to participate in cooperative Procurement agreements will be made by the Senior Manager, Procurement and Supply.
- c. The individual policies of the government agencies or public authorities participating in the cooperative competitive bid are to be the accepted by-law for that particular competitive bid.

21.2 Direct Solicitation

- a. Unsolicited proposals received by the City shall be referred to the Senior Manager, Procurement and Supply, or delegate, for review.
- b. Any procurement activity resulting from the receipt of an unsolicited proposal shall comply with the provisions of this Policy.
- c. A contract resulting from an unsolicited proposal shall be awarded on a non-competitive basis only when the procurement complies with the requirements of a non-competitive procurement, as detailed in Section 14, or is exempt from the Policy as per Schedule B.

21.3 Resolution of Questions

Any question involving the meaning or application of this Policy is to be submitted to the City Treasurer who will resolve the question.

21.4 Access to Information

- a. The disclosure of information received relevant to the issue of competitive bids or the award of contracts emanating from competitive bids shall be made by the appropriate officers in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.
- b. All records and information pertaining to competitive bids, which reveal a trade secret or scientific, technical, commercial, financial or other labour

relations information, supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:

- i. significantly prejudice the competitive position or significantly interfere with the contractual or other negotiations of a person, corporation or other entity that responds, or intends to respond to a request for bids;
- ii. result in similar information no longer being supplied to the City where it is in the public interest that similar information continues to be so supplied;
- iii. result in undue loss or gain to any person, group, committee or financial institution or agency; or
- iv. result in information whose disclosure could reasonably be expected to be injurious to the financial interests of the City.

21.5 Local or Geographical Preference

The City shall not give any local or geographical preference during the competitive bid process. The City may mandate certain bona fide on-site response time requirements for specific situations.

21.6 Terms and Conditions

All standard City Terms and Conditions for all procurement activities will govern unless there is written approval for the proposed changes from the Client Deputy City Manager and the City Solicitor.

21.7 Receipt of Goods

- a. Deputy City Managers or any employee exercising delegated authority approval shall:
 - i. arrange for the prompt inspection of goods on receipt to confirm conformance with the terms of the contract; and
 - ii. inform Procurement and Supply of discrepancies immediately.
- b. Procurement and Supply shall coordinate an appropriate course of action with the Deputy City Manager for any non-performance or discrepancies.

21.8 Application of Trade Agreements

This Policy is subject to applicable Trade Agreements, including the Canadian Free Trade Agreement (CFTA) and the Comprehensive Economic and Trade Agreement (CETA)

SCHEDULE “A” – Levels of Contract Approval Authority

Sales taxes, excise taxes, goods and service taxes and duties shall be excluded in determining the price of a contract for the supply of goods or services for the purpose of the relationship of the price to the preauthorized expenditure limit. In the case of multi-year supply and/or service contracts, the preauthorized expenditure limit shall refer to the estimated annual expenditure under the contract. Emergencies as defined in Section 14.2 are exempt from this Approval Authority.

Dollar Value (excluding taxes, duty or shipping)	Tool / Procurement Process	Approval Authority	Policy Section
Under \$15,000	Purchasing Card or Purchase Order	Deputy City Manager or any employee exercising delegated authority approval	9
\$15,000 up to \$50,000	IRFQ (Informal Request for Quotation) – three written quotes. Note: A copy of the quotes must be provided to Procurement and Supply for their records.	Deputy City Manager or any employee exercising delegated authority approval	10
Greater than \$50,000 to \$100,000	RFQ	Deputy City Manager or any employee exercising delegated authority approval jointly with Senior Manager, Procurement and Supply, or delegate	11
Up to \$100,000	RFP – note that Irregular Results greater than \$15,000 require Committee and City Council Approval.	Deputy City Manager or any employee exercising delegated authority approval jointly with Senior Manager, Procurement and Supply, or delegate	12

Dollar Value (excluding taxes, duty or shipping)	Tool / Procurement Process	Approval Authority	Policy Section
Greater than \$100,000 to \$6,000,000	RFT without an Irregular Result	Deputy City Manager or any employee exercising delegated authority approval jointly with Senior Manager, Procurement and Supply, or delegate	13
Greater than \$6,000,000	RFT	Committee and City Council	13
Greater than \$100,000	All RFP and RFQ/RFT with an Irregular Result	Committee and City Council	11,12,13 & 8.10
Up to \$50,000	Single Source or Sole Source	Deputy City Manager or any employee exercising delegated authority approval jointly with Senior Manager, Procurement and Supply, or delegate – requires documented rationale	14.3, 14.4 & 14.5
Greater than \$50,000	Single Source or Sole Source	Committee and City Council	14.3, 14.4 & 14.5
Less than \$6,000,000	Contract Renewals – previously approved by City Council	Deputy City Manager or any employee exercising delegated authority approval jointly with Senior Manager, Procurement and Supply, or delegate – requires documented rationale	20.2

Dollar Value (excluding taxes, duty or shipping)	Tool / Procurement Process	Approval Authority	Policy Section
Greater than \$6,000,000	Contract Renewals – previously approved by City Council	Committee and City Council	20.2
Up to \$50,000 or 3% of the original Contract Value	Contract Amendments – subject to availability of sufficient funds in appropriate accounts and budget	Deputy City Manager or any employee exercising delegated authority approval OR Committee and City Council	20.3, 4.6
Exceeding \$50,000 or 3% of the original Contract Value	Contract Amendments – subject to availability of sufficient funds in appropriate accounts and budget	Committee and City Council	20.3, 4.6

Note: The City Manager may also exercise the approval authority of a Deputy City Manager.

Note: For all IRFQ, RFQ, RFP, RFT as outlined under policy sections 8.10, 10, 11, 12, and 13, the criteria and analysis to determine best value must be clearly documented if not the lowest bid.

SCHEDULE “A” – Levels of Contract Approval Authority [Continued]

For the Appointment of Professional Consulting Services:

Dollar Value (excluding taxes, duty or shipping)	Tool / Procurement Process	Approval Authority	Policy Section
Less than \$100,000	Appointment from Pre-approved List	Deputy City Manager, or delegate	15.2(c)
\$100,000 to the CETA threshold for goods and services limit as amended.	Proposals invited from 3 Firms on Pre-approved List	City Council	15.2(d)
Greater than the CETA threshold for goods and services limit as amended.	Two stages: REOI/RFPQ and RFP	City Council	15.2(e)

Note: The City Manager may also exercise the approval authority of a Deputy City Manager.

SCHEDULE “B” – Goods and/or Services NOT Subject to this Policy. Qualification for exemption shall be determined by the City Treasurer (or delegate). As per Section 2.11.

1. Training and Education including:
 - i. Conferences, Seminars, Courses and Conventions;
 - ii. Magazines, Subscriptions, Periodicals;
 - iii. Memberships;
 - iv. Staff Development;
 - v. Staff Workshops; and
 - vi. Staff Relations
2. Refundable Employee Expenses in accordance with the Travel and Business Expense Policy.
3. Corporate General Expenses including:
 - i. Payroll and Payroll Deductions;
 - ii. Medicals;
 - iii. Insurance Premiums, Claim Settlements and Adjuster Services;
 - iv. Tax Remittances, GST/HST Cost Recovery Reviews and WSIB Remittances;
 - v. Charges to and from Other Government Agencies;
 - vi. Development Charges;
 - vii. Postage;
 - viii. Advertising as required by the Municipal Act;
 - ix. Retirement Recognition Awards;
 - x. Investment Management Services; and
 - xi. Employee Group Benefits, Compensation, Programs, Consulting and Reviews
4. Licenses, certificates and other approvals required.
5. Election materials - The City Clerk has the authority to purchase goods, services and equipment considered necessary or advisable to carry out the requirements of the Municipal Elections Act, R.S.O. 1996, as amended. The City Clerk shall wherever possible be guided by the provisions of this Policy.

6. Ongoing maintenance and actions to maintain present functionality of existing computer hardware and software. All requests for purchases of computer systems (new or additional hardware and software that will be connected to the corporate network) must be reviewed by Information Technology Services and expressly authorized, in writing, by the Director, Information Technology Services (or delegate)
7. Professional and skilled services provided to individuals as part of approved programs within Corporate or Community Services including but not limited to medical services, home care services, counseling services and childcare.
8. Professional and special services up to \$100,000, or defined more specifically in another City by- law or Council Policy, including, but not limited to:
 - i. Additional Non-recurring Accounting and Auditing Services;
 - ii. Public Debenture Sales;
 - iii. Realty Services for Lease, Acquisition, Demolition, Sale and Appraisal of Land and Property, including Appraisal and Consulting Services relating to matters of Expropriation;
 - iv. Performance / Artist's Fees;
 - v. Property Tax Bill Printing and Mailing Services; and
 - vi. Integrity Commissioner Services

Professional and special services exceeding \$100,000 must follow the approval process outlined in Schedule "A".

9. Utilities - Water and Waste Water, Electricity, Electrical Inspection Services, Phone and Natural Gas.
10. Construction work completed by Railways (CN and CP) and billed to the City.
11. Urgent Facilities and/or Infrastructure Maintenance/Repairs/Renovations as deemed appropriate by the City Treasurer and/or City Engineer with the concurrence of the City Manager.
12. Legal Services and Labour Relations Services as deemed appropriate by the City Solicitor and/or the Deputy City Manager, Enterprise Supports (or delegate) up to \$ 250,000.
13. Construction relocations as approved by the City Utilities Co-ordination Committee.
14. Services provided for City construction projects within a railway right-of-way as required by the rail authority having jurisdiction.

15. Revenue Generation Services provided to or by the City of London with the intent to generate revenue for the City.
16. Planning and Development or Re-development Projects to purchase, sell or repurpose property or other City assets.
17. Banking Services where covered by agreements and provided either directly by the City's contracted Banking Services provider or by one of the contracted Banking Services provider's strategic partners, affiliates or holdings as deemed appropriate by the City Treasurer and with the concurrence of the City Manager.
18. Acquisition, Lease or Sale/Disposal of Real Property are not subject to this Policy. Existing council policies; Real Property Acquisitions Policy, Lease Financing Policy, and Sale and Other Disposition of Land Policy are in place to guide these processes.
19. Grant Funding, given to or paid out by the City as per current Council approved Policies for Grants and/or agreements entered into by Council, which provides the criteria for how City of London Grant funding is provided. Grants not covered by these Policies or agreements must be approved by Council.

SCHEDULE “C” – Irregularities Contained in Bids

Irregularity	Response
1. Late bids.	Automatic rejection
2. Insufficient financial security (no bid deposit or insufficient bid deposit).	Automatic rejection
3. Failure to insert the name of the bonding company in the space provided for in the bid documents.	Automatic rejection
4. Failure to provide a letter of agreement to bond/ letter of guarantee where required.	Automatic rejection
5. Incomplete, illegible or obscure bids or bids which contain additions not called for, erasures, alterations, errors or irregularities of any kind.	May be rejected as informal – Mandatory Requirements must be met or Automatic rejection
6. Documents, in which all addenda have not been acknowledged.	Automatic rejection
7. Failure to attend mandatory site visit.	Automatic rejection
8. Bids received on documents other than those provided by the City.	Automatic rejection
9. Failure to insert the bidder’s business name in one of the two spaces provided in the bid documents.	Automatic rejection
10. Conditions placed by the bidder on the total contract price.	Automatic rejection

11. Bids containing minor mathematical errors

- a) In a Price per Item bid, if the total price submitted for an item does not agree with the unit price, or the total price is blank, the unit price shall govern, and the total price will be corrected to agree with the unit price multiplied by the quantity.
- b) If both the unit price and the total price are left blank, then both shall be considered as zero.
- c) If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity.
- d) If the total price is left blank for a lump sum item, it shall be considered as zero.
- e) If the bid documents contain an error in addition and/or subtraction and/or transcription in the approved competitive bid documentation format requested (i.e., not the additional supporting documentation supplied), the error shall be corrected and the corrected total price shall supersede the erroneous total price submitted.
- f) Bid documents containing prices which appear to be so unbalanced as to likely affect the interests of the City adversely may be rejected.

SCHEDULE “D” - Statement of Ethics for Public Purchasers

The Ontario Public Buyers Association’s Code of Ethics is based upon the following tenets and all employees who are authorized to purchase goods and/or services on behalf of the City are to adhere to the following:

1. Open and Honest Dealings with Everyone who is Involved in the Procurement Process. This includes all businesses with which this City contracts or from which it purchases goods and/or services, as well as all members of our staff and of the public who utilize the services of the Procurement and Supply Team.
2. Fair and Impartial Award Recommendations for All Contracts and Tenders. This means that we do not extend preferential treatment to any supplier, including local companies. Not only is it against the law, but it is also not good business practice, since it limits fair and open competition for all potential suppliers and is therefore a detriment to obtaining the best possible value for each tax dollar.
3. An Irreproachable Standard of Personal Integrity on the Part of All Those Delegated as Procurement Representatives for This City. Absolutely no gifts or favours are accepted by the Procurement representatives of this City in return for business or the consideration of business. Also, the Procurement representatives of this City do not publicly endorse one company in order to give that company an advantage over others.
4. Cooperation with Other Public Agencies in Order to Obtain the Best Possible Value for Every Tax Dollar. The City is a member of a cooperative Procurement group. Made up of several public agencies, this group pools its expertise and resources in order to practice good Value Analysis and to purchase goods and/or services in volume and save tax dollars.
5. Continuous Development of Purchasing Skills and Knowledge. All members of the Procurement and Supply Team take advantage of the many opportunities provided by the Ontario Public Buyers Association to further their knowledge of good public purchasing principles and to maintain excellent skills.

SCHEDULE “E” – Materials Management Guidelines

1. Materials Management and Inventory Control

The Senior Manager, Procurement and Supply (or delegate) shall be solely responsible for the Supply Services of all inventory and warehouse operations at Greenway Pollution Control Plant, A.J. Tyler and Exeter Road Operations centers. A system of materials management and inventory control methods shall be used to maintain an adequate level of commodities to support and supply all Service Areas.

2. Inventory Control System

- a. A physical inventory of stock items shall be taken on a periodic basis.
- b. An adequate allowance for inventory obsolescence shall be maintained.

3. Control of Goods in Use

The Senior Manager, Procurement and Supply (or delegate) may periodically perform a physical count of all goods that are not in inventory but are used and stored by various Service Areas. The Deputy City Manager shall provide any necessary assistance required. As a result of such a review, goods may be placed into inventory, transferred, declared surplus or otherwise disposed.

4. No Separate Procurement of Commodities in Inventory

Commodities which are available from Supply Services inventory, and are suitable for the intended end use, shall not be requisitioned or purchased on a direct charge basis.

5. Disposal of Materials and Equipment Considered to be Obsolete and/or Surplus

- a. All Service Areas shall notify the Senior Manager, Procurement and Supply (or delegate) when items become obsolete or surplus to their requirements. Options to allow for trade-in allowance will be considered when purchasing new equipment, however any trade-in value or salvage value recoverable from a project cannot be used to offset, reduce or change the value of the procurement for purposes of determining the appropriate procurement process to be followed under the Procurement Policy.
- b. The Senior Manager, Procurement and Supply (or delegate) shall be responsible for ascertaining if the items can be of use to another civic Service Area rather than disposed of.
- c. Items that are not claimed for use by another Service Area may be disposed of by:

- i. General advertising to secure sealed bids,
 - ii. public sale or auction,
 - iii. direct negotiation where proceeds will not be less than net book value of asset, or
 - iv. other disposition options most suitable for the equipment or material involved in the opinion of the Senior Manager, Procurement and Supply (or delegate).
- d. Auctions are held as required dependent upon individual circumstances such as delivery of replacement items and storage capacity.
- e. The revenue from the sale of obsolete material shall be credited to the appropriate account(s).

6. Periodic Bids for Auctioneer Services

The Senior Manager, Procurement and Supply (or delegate) is authorized to obtain sealed bids for auctioneer services on a periodic basis from qualified auctioneers.

7. Disposal of Materials and Equipment Considered to be Scrap

- a. Where scrap material is available for disposal, the relevant area Manager shall inform the Senior Manager, Procurement and Supply (or delegate) who shall be responsible for the disposal of all scrap material belonging to the City.
- b. The Senior Manager, Procurement and Supply (or delegate), after determining the value and possible alternate uses of the scrap material, may dispose of the material by:
 - i. general advertising to secure sealed bids;
 - ii. direct contact with the appropriate dealers to view the scrap and submit offers to purchase;
 - iii. public sale or auction; or
 - iv. other disposition methods as deemed appropriate.
- c. The revenue from the sale of scrap material shall be credited to the appropriate account(s).



London
CANADA

Procurement of Goods and Services Policy

Policy Name: Procurement of Goods and Services Policy

Legislative History: Enacted December 17, 2007 (By-law No. A.-6151-17); Amended November 23, 2009 (By-law No. A.-6151(b)-347); Amended October 4, 2010 (By-law No. A.-6151(c)-264); Amended December 6, 2011 (By-law No. A.-6151(d)-4); Amended October 30, 2012 (By-law No. A.-6151(e)-307); Amended December 11, 2012 (By-law No. A.-6151(f)-2); Amended December 19, 2016 (By-law No. A.-6151(n)-25); Amended March 21, 2017 (By-law No. A.-6151(o)-96); Amended June 26, 2018 (By-law No. A.-7742-237); Amended October 1, 2019 (By-law No. A.-6151(y)-268); Amended February 15, 2022 (By-law No. A.-6151(ae)-59)

Last Review Date: February 15, 2022

Service Area Lead: [Manager, Purchasing & Supply](#) [Senior Manager, Procurement and Supply](#)

1. Policy Statement

This Policy outlines the processes to be followed in order to obtain the best value when purchasing goods, or contracting services for the Corporation of the City of London.

2. Definitions

Please refer to Section 3 of the attached Appendix A.

3. Applicability

Procurement activities shall be subject to all applicable City policies and by-laws, any specific provisions of the Municipal Act, and all other applicable Federal and Provincial legislation.

4. The Policy

Please refer to the attached Appendix A.

By-law No.

- Schedule “A”

Bylaw No. A.-6151-17, Schedule “C”

Procurement of Goods and Services Policy

The Corporation of the City of London

Revised: ~~February 15~~May 16, 2023~~2~~



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1. Procurement Goals and Objectives

Mission:

To obtain the right goods and/or services when needed while achieving best value through a transparent, fair and competitive process with a high focus on Customer Service.

- 1.1. This Policy outlines the processes to be followed in order to obtain the best value when purchasing goods, or contracting services for the Corporation of the City of London (herein after known as 'City').
- 1.2. The guiding principle is that procurement decisions will be made using a competitive process that is open, transparent and fair.
- 1.3. The City encourages innovation and the use of technology which meets City specifications and industry standards in order to ensure the utilization of the most efficient and effective procurement processes and practices.
- 1.4. The City will consider the total costs, including, but not limited to, acquisition, operating, training, maintenance, quality, warranty, payment terms, disposal value and disposal costs in evaluating competitive bids from responsive and responsible bidders. Where costs are submitted for more than one year, the net present value of the annual costs will be used to evaluate the costs at a discount value concurred by the City Treasurer.

The [PurchasingProcurement](#) and Supply function fully embraces the philosophy of continuous improvement and will continue to be a leader in advanced public procurement solutions that are quality focused and consider the 'Total Cost of Ownership' where possible.

The City encourages its supply chain partners to have similar quality considerations with their procurement of goods and services.

1.5. Sustainable [PurchasingProcurement](#)

Sustainable [PurchasingProcurement](#) is a framework for procurement decision-making that will contribute to the City of London's procurement objective to achieve best value for the City by considering the full life cycle of products and their complete economic, environmental and social costs and benefits.

The City of London recognizes that through its procurement function it has the power to bring about environmental and social improvements both locally and globally while maximizing economic benefits. The City is committed to

maximizing sustainability benefits by engaging with the public marketplace and increasing the efficiency of procurement procedures and practice.

Sustainable ~~Purchasing~~Procurement Purpose

The purpose is to:

- Embed environmental and ethical criteria into the City's procurement procedures and supply chain management processes and ensure cost effectiveness and competitive pricing.
- Set specifications for goods and services that achieve environmental benefits such as waste reduction, water conservation, energy conservation, and pollution prevention and increase the development and awareness of environmentally sound procurement, efficient and durable products, reusable products and products that contain post-consumer, recyclable, non-toxic, and/or nonpetroleum content.
- Ensure safe and healthy workplaces for the people who produce goods or supply services to the City of London by requiring suppliers to adhere to minimum performance standards with respect to fair labour practices and human rights, based on core labour conventions of the International Labour Organization (ILO), Canadian laws and other applicable environmental and ethical standards as defined in the City's Supplier Code of Conduct.
- Evaluate, as appropriate, products and services based on a full life cycle or total cost of ownership perspective that considers their complete economic, environmental and social costs and benefits.
- Evaluate, as appropriate, the sustainability performance of suppliers' internal operations and rewarding leadership and innovation among Suppliers who contribute to healthy, fair and safe workplaces and practice environmental stewardship.
- Strive to reduce the overall consumption of goods and services, where possible, through more efficient procurement procedures and practices.
- Enhance procurement practices to align with existing City sustainability initiatives, such as Leadership in Energy and Environmental Design (LEED) green building design and E3 Fleets.
- Advance a corporate culture at the City that recognizes and places a priority on sustainability.
- Adhere to the principles of public procurement by continuing to support a process that is open, fair, transparent and competitive and complying with all

applicable trade agreements such as The Canadian Free Trade Agreement (CFTA).

Scope

This applies to the procurement of goods, services and construction by all Service Areas. Full implementation of the policy will be phased in over time.

Guidelines

A. Responsibilities

All City Service Areas, Offices and Agencies shall identify and purchase the most environmentally and socially responsible products and services that are available for the intended purpose at a competitive price and that meet the performance requirements. Environmental and social factors that should be considered include, but are not limited to:

- Minimization of virgin material use in product or service life cycle;
- Maximization of recycled products used in product or service life cycle;
- Environmental cost of entire product or service life cycle;
- Reuse of existing products or materials in product or service life cycle;
- Recyclability of product;
- Minimization of packaging;
- Reduction of energy/water consumption;
- Toxicity reduction or elimination;
- Elimination of uncertified hardwoods in product or service life cycle;
- Durability and maintenance requirements;
- Ultimate disposal of the product; and
- Adherence to the minimum social performance standards of the *Supplier Code of Conduct*

~~Purchasing & Supply~~**Procurement and Supply** staff shall adhere to the guidelines set forth in this policy when making ~~purchasing~~**Procurement** decisions. ~~Purchasing & Supply~~**Procurement and Supply** will be responsible for ensuring Suppliers comply with the minimum performance standards of the *Supplier Code of Conduct* and will participate in establishing annual action plans and targets, developing relevant tools and procedures, and reporting on annual performance.

City Service Areas shall assist ~~Purchasing & Supply~~**Procurement and Supply** in its implementation of this policy by supporting training, information gathering, developing of environmental specifications, and evaluation of products and services and suppliers sustainability performance. End Users shall work with

~~Purchasing & Supply~~[Procurement and Supply](#) to set product and service specifications and evaluate products and services based on these specifications.

B. Metrics and Reporting System

Sustainable [purchasingprocurement](#) performance indicators and annual targets will be defined. A reporting system will track performance against these indicators and report on achievement of targets.

C. Program Resourcing

Adequate resourcing (e.g., human and financial) will be assessed regularly to ensure successful implementation of the Sustainable [PurchasingProcurement](#) Policy.

D. Phased Implementation

Sustainable [PurchasingProcurement](#) will be phased in over time through the selection of priority products and service based on a defined set of selection criteria (e.g., cost saving potential, sustainability impacts, market availability).

1.6. Supplier Code of Conduct

The Supplier Code of Conduct sets the minimum performance standards for Suppliers and their subcontractors and supports the City of London's Sustainable [PurchasingProcurement](#). The goal of the Supplier Code of Conduct is to ensure safe and healthy workplaces for the people who make goods, services and construction for the City, where human and civil rights conditions meet internationally agreed upon standards.

The Supplier Code of Conduct will ensure that Suppliers are in compliance with the International Labour Standards (i.e., core labour conventions) of the International Labour Organization (ILO), Canadian laws and other applicable environmental and ethical standards. The City will apply the Supplier Code of Conduct as one of the criteria used in its selection of Suppliers. It is a requirement that City Suppliers and their sub-contractors follow this code.

Compliance Requirements

City Suppliers and their sub-contractors must strive to comply with all national and other applicable laws of the country(ies) of operations or applicable to the manufacturing of goods or delivery of services, including, but not limited to those laws relating to working conditions, human rights, health and safety and the environment. For goods and services produced in Canada, Canadian laws will

apply. For goods and services produced outside of Canada, and where foreign national laws and the Supplier Code of Conduct address the same issue, the standard that is most stringent will apply, thereby ensuring that all Suppliers, regardless of their place of operation, are meeting a consistent set of minimum performance standards related to human rights and fair workplace practices. The application of the Supplier Code of Conduct will be phased in over time.

Minimum Performance Standards

The following nine standards are based on the ILO International Labour Standards (i.e., labour conventions) that directly support the Universal Declaration of Human Rights and address the worst forms of child and forced labour. These core conventions set out reasonably achievable minimum standards for working conditions in manufacturing facilities and factories internationally. The [ILO International Labour Standards](http://www.ilo.org) are available online at: <http://www.ilo.org>.

a. Freely Chosen Employment

The Supplier shall employ workers who choose to be employed by the Supplier's company. The Supplier shall not use any forced, bonded or indentured labour or involuntary prison labour. All work shall be voluntary, and workers shall be free to leave upon reasonable notice.

b. Child Labour

The Supplier shall commit to a zero-tolerance policy toward the use of child labour in any stage of manufacturing. The term "child" refers to any person under the age of 15 (or 14 where the law of the country of manufacture allows). Workers under the age of 18 shall not perform work that is likely to jeopardize the health or safety of young workers. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is permitted.

c. Non-discrimination and Diversity

The Supplier shall promote cooperation, individual responsibility and acceptance of diversity among its employees. The Supplier and its employees shall not engage in discrimination based -on race, colour, age, gender, sexual orientation, ethnicity, disability, place of origin, ancestry, source of income, pregnancy, religion, political affiliation, union membership, family status or marital status in hiring and employment practices such as promotions, rewards, and access to training. In addition, workers or potential workers should not be subjected to medical tests that could be unlawfully used in a discriminatory way.

d. Health and Safety

Workers will be provided with a safe and healthy work environment. Conditions in all work and residential facilities shall be safe, clean, and consistent with all applicable laws and regulations regarding occupational health and safety. The Supplier shall adequately inform employees of their health and safety guidelines in terms of equipment, training, management, and work practices.

e. Employee Treatment, Harassment and Abuse

The Supplier's employees shall be treated with respect and dignity and Supplier's disciplinary policies and procedures shall be clearly defined and communicated to employees before application. There shall be no harsh and inhumane treatment, including any physical, sexual, psychological, verbal harassment or abuse, or corporal punishment; nor is there to be the threat of any such treatment.

f. Freedom of Association and Collective Bargaining

The Supplier shall work directly with employees to find solutions to any outstanding legal and employment issues while at all times respecting worker rights to obtain representation, join labour unions, and/or bargain collectively. Workers shall be able to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment.

g. Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Employees shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate. Deductions from wages as a disciplinary manner is not permitted and payment shall occur in a timely manner with record of payment (e.g., pay stub).

h. Hours of Work

The Supplier shall ensure regular working hours do not exceed forty-eight (48) hours per week, and that the combination of regular hours and required overtime hours do not exceed sixty (60) hours per week except in emergency circumstances.

i. **Environmental Responsibility**

Suppliers shall take responsibility to reduce the environmental impact of their products and services as well as their overall operations or 'in-house' practices (e.g., energy conservation in their buildings). Suppliers must not be in violation of any national environmental regulations and should be striving to meet third-party standards.

2. **General Provisions**

- 2.1 Unless otherwise provided in accordance with this Policy, the ~~Senior Manager of Purchasing/Procurement~~ and Supply and the authorized employees of ~~Purchasing/Procurement~~ and Supply shall act for the City, for the purchase and disposal of all goods and/or services and shall be responsible for providing necessary advice and services required for such purchases and/or disposals in accordance with the method of purchase authorized by this Policy.
- 2.2 No purchase of goods and/or services shall be authorized unless it is in compliance with this Policy. Goods and/or services that are obtained without following the provisions of this Policy will not be accepted, and any invoices received may not be processed for payment.
- 2.3 Unless otherwise provided in accordance with this Policy, the purchase of all goods and/or services shall be authorized in accordance with the provisions of Schedule "A" to this Policy.
- 2.4 Requisitions or purchase orders shall not be arbitrarily structured to alter the relationship of the price to the preauthorized expenditure limit.
- 2.5 The procedures prescribed in this Policy shall be followed to make an award or to make a recommendation of an award to Committee and City Council.
- 2.6 Wherever possible, it should be the intent of the client service areas to procure goods and/or services of like nature as a combined effort in order to benefit from economies of scale.
- 2.7 During the public procurement process, internal City bids will not be considered as the analysis of in-house versus out-source (procurement) will be made prior to any such process.
- 2.8 Definitions specific to this Policy are documented in Section 3.
- 2.9 The City recognizes that mistakes and misunderstandings may occur; bidders may feel aggrieved and may seek to dispute the recommendation of an award of a contract. To maintain the integrity of the process, bidders who believe they have been treated unfairly can make this known by contacting the ~~Manager of~~

~~Purchasing and Supply~~ [Senior Manager, Procurement and Supply](#) prior to the award of the contract. The bidder must file the formal dispute for an appeal in writing within two (2) City of London business days of notification to the bidder by the City that their bid is not acceptable and request a hearing meeting with the ~~Manager of Purchasing and Supply~~ [Senior Manager, Procurement and Supply](#) (or delegate). This meeting must be held within seven (7) City of London business days of notification. If the bidder disagrees with the decision of the hearing meeting the next step is to formally appeal to the City Treasurer (or delegate) in writing within seven (7) City of London business days. If the bidder disagrees with the decision of the City Treasurer, the next step is to formally appeal in writing to the City Clerk within seven (7) City of London business days. The Corporate Services Committee will hear the appeal and make a recommendation to Council regarding the dispute. City Council's decision on the Committee's recommendation is final.

The City may, in its absolute sole discretion, reject any other bids submitted if the bidder, or any officer or Deputy City Manager of the bidder is or has been engaged, either directly or indirectly through another Corporation or personally, in/or during a dispute appeal of decision for the contract award action against the City.

In determining whether or not to reject a bid under this clause, the City will consider delays in awards of this or subsequent City contracts and whether the dispute or appeal is likely to affect the bidder's ability to work with the City, its consultants and representatives, and whether the City's experience with the bidder indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder. The City will also consider delays in awards of subsequent City contracts with other contractors and the potential for those additional costs resulting in delays associated with this dispute/appeal.

There are strict time limits to file a dispute appeal. If the bidder is unsure of the deadline for appeal, they must seek direction from the ~~Manager of Purchasing and Supply~~ [Senior Manager, Procurement and Supply](#). Failure to seek and follow these directions will result in the appeal being dismissed.

- 2.10 This Policy will be reviewed and revised on a periodic basis. It is anticipated that reviews will be conducted every five (5) years or more frequently as required.
- 2.11 Goods and/or services NOT subject to this Policy are listed in Schedule "B". The final determination of whether goods and/or services qualify for exemption under Schedule "B" shall be determined by the City Treasurer (or delegate).
- 2.12 Additional information on the administration of the procurement process can be found in Schedule "E" entitled Materials Management Guidelines.
- 2.13 Where a Service Area does not involve the complete utilization of the City's ~~Purchasing~~ [Procurement](#) and Supply Division as the procurement agent (e.g., small value contracting, or call-ups under the standing offer agreement, or user-

administered tenders) then the Service Area is responsible for: Disclosing designated substances; Including designated substance and asbestos clauses in the tender/contract documents (Refer to Asbestos Management Program Appendices), and providing Pre-Demolition, Alteration or Renovation surveys to include pre-existing designated substance information.

- 2.14 In accordance with Ontario Regulation 191/11 under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) as amended, the City of London shall consider accessibility criteria and features when procuring or acquiring goods, services, or facilities, except where it is not practicable to do so. In which case, an explanation will be provided upon request.
- 2.15 No purchase of goods and services associated with computer software, hardware and/or telecommunications equipment will be authorized without the completion of appropriate Information Technology reviews as determined by Information Technology Services and the authorization, in writing, of the Director, Information Technology Services (or delegate).
- 2.16 When Grants or Stimulus Funding are received by the City, the use of that funding for Procurements is subject to the Procurement of Goods and Services Policy, notwithstanding any specific conditions placed by the provider.

3. Definitions

In this Policy, unless a contrary intention appears,

‘Acting’ means the formal delegation of approval authority by the person in the position of authority to the person acting in that role on a temporary basis.

‘Addendum’ (Addenda) means the form of a document used to officially change, add and/or delete information contained within a Competitive Bid. By issuing an Addendum, the Competitive Bid itself changes to incorporate the Addendum.

‘Agreement’ means a formal written legal agreement or contract for the supply of goods, services, equipment or construction.

‘Award’ means [the City and has obtained the required approval as defined in Section 8.5 and Schedule “A” to officially enter into a Purchase Order, Contract Record or formal Agreement with a selected supplier.](#) ~~a bid is formally accepted by the City and has obtained the required approval as defined in Section 8.5 and Schedule “A”. An award may be executed by the issuance of a Purchase Order, Contract Record or formal Agreement.~~

‘Best Value’ means the optimal balance of performance and cost determined in accordance with a pre-defined evaluation plan. Best value may include a time horizon that reflects the overall life cycle of a given asset.

‘Bid’ means a response to a competitive bid issued by the City.

‘Bidder’ means a person, corporation or other entity that responds, or intends to respond to a competitive bid.

‘Bid Deposit’ means currencies, certified cheques, bid bond issued by a surety company licensed to operate by the Government of Canada or the Province of Ontario or another form of negotiable instrument acceptable to the City to compensate the City if the successful bidder does not enter into a contract.

‘Blanket Purchase Contract’ means any contract for the purchase of goods and/or services which will be required frequently or repetitively but where the exact quantity of goods and/or services required may not be precisely known or the time period during which the goods and/or services are to be delivered may not be precisely determined.

[‘Canadian Free Trade Agreement’ \(CFTA\) is a Canadian intergovernmental trade agreement signed by Canadian Ministers that entered into force on July 1st, 2017.](#)

‘City’ means The Corporation of the City of London.

‘City Manager’ means a person, or person ‘acting’ in this capacity serving as the head of Civic Administration. The City Manager may also exercise the approval authority of a Deputy City Manager.

‘City Treasurer’ means a person, or person ‘acting’ in this capacity with chief responsibility for Corporate Finances at the City (Deputy City ~~Manager,~~ ~~Finance~~Manager, Finance Supports and City Treasurer, ~~Chief Financial Officer~~).

‘Certificate of Clearance’ from the Workplace Safety and Insurance Board means a certificate issued by an authorized official of the Workplace Safety and Insurance Board certifying that the Board waives its rights under Subsection 141(10) of the Workplace Safety and Insurance Act, R.S.O. 1997, as amended.

‘Committee’ means the authorizing body (as amended by City Council) that provides initial approval prior to seeking Council approval.

‘Competitive Bid’ means REOI, RFI, ~~RFQUAL~~RFPQ, RFP, IRFQ, RFQ or RFT as further defined in this section.

[‘Comprehensive Economic and Trade Agreement’ \(CETA\) is a free-trade agreement between Canada and the European Union and its member states.](#)

‘Consultant’ means an external subject matter expert that provides advisory services and/or direction to City Staff when the City requires competency and/or capacity for a particular procurement that is not available in-house, excluding legal, employment and labour relations services.

‘Contract’ means any formal or deliberate written agreement for the purchase of goods, services, equipment or construction including but not limited to Purchase Order and Agreement. Standard contracts are used for the acquisition of goods and/or services for a specific requirement. Corporate contracts are used for the acquisition of goods and/or services for a group of specific requirements.

‘Contracting’ means any formal or deliberate written agreement for the purchase of goods, services, equipment or construction including but not limited to Purchase Order and Agreement. Standard contracts are used for the acquisition of goods and/or services for a specific requirement. Corporate contracts are used for the acquisition of goods and/or services for a group of specific requirements.

[‘Contract Amendment’ means a change, correction, clarification or deletion to a purchase agreement that has already been executed.](#)

[‘Contract Renewal’ is the extension of an existing contract for a new term, the duration of which is specified in the contract as optional periods.](#)

‘Conflict of Interest’ means a situation in which the personal interests of Deputy City Managers, officers and key staff members come into conflict, or appear to come into conflict, with the interests of the City.

‘Contract Record’ means a document which summarizes the goods and/or services to be purchased.

'Declaration Respecting Workers' Compensation Act, R.S.O. 1990/Corporations Tax Act' means a declaration that the bidder has paid all assessments or compensation payable and has otherwise complied with all requirements of the Workplace Safety and Insurance Board and that the bidder has paid all taxes and/or penalties imposed on it pursuant to the Corporations Tax Act, R.S.O. 1990, CHAPTER C.40, as amended.

'Delegate' means a person who has been delegated approval authority by a position with authority under this Policy (Section 8.7).

'Delegation of Approval Authority' means the formal delegation of authority to perform a specific task or approval by a person in a position with authority under this Policy (Section 8.7), resulting in a 'delegate'.

'Delegation of Approval Authority List' means a list prepared by the Deputy City Manager granting the formal delegation of authority to perform a task or approval (Section 8.7).

'Deputy City Manager' means a person, or person 'acting as a delegate' in this capacity responsible for a service area at the City.

'Dispute Committee' means a committee comprised of the ~~Manager of Purchasing and Supply~~ Senior Manager, Procurement and Supply (or delegate), the City Treasurer (or delegate), the City Manager (or delegate), and the Deputy City Manager of the client service area involved.

'Elected Official' means a member of (London) City Council.

'Emergency' means a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise.

'Employee - Employer Relationship' means a worker agrees to work for the City, on a full-time or part-time basis, for a specified or indeterminate period of time, in return for wages or a salary. The City has the right to decide where, when and how the work is to be done.

'Executed Agreement' means a formal agreement, either incorporated in the bid documents or prepared by the City or its agents, to be executed by the successful bidder and the City.

'Fairness Advisor' means an external resource who focuses on the procurement process and the case law for a procurement, but is also required to have a business perspective and may provide advice to the City.

‘Fairness Commissioner’ means an external resource who works concurrently with the City’s procurement process to proactively make the process fairer and certifies the work at the conclusion. The Commissioner will provide direction to the City as required.

‘Fairness Monitor’ means an external resource who oversees a procurement’s procedural fairness, transparency and adherence, particularly as it relates to the procurement process and provides feedback to the City.

‘Goods and/or Services’ means supplies, services, materials and equipment of every kind required to be used to carry out the operations of a service area.

‘Group Procurement Organization’ (GPO) means an entity that is created to leverage the purchasing power of a group of businesses to obtain discounts from vendors based on the collective buying power of the GPO members.

‘Informal Request for Quotation’ or ‘IRFQ’ means a request for prices on specific goods and/or services from selected suppliers which are submitted in writing, or as specified in the Informal Request for Quotation.

‘Insurance Documents’ means official original documents issued by an insurance company acceptable to the City and, preferably, licensed to operate by the Government of Canada or the Province of Ontario certifying that the bidder is insured in accordance with the City’s insurance requirements and completed on the City standard insurance form(s); as contained in the bid document.

‘Irregular Result’ is defined in Section 8.10.

‘Irregularities Contained in Bids’ is defined in Schedule “C” and includes the appropriate response to those irregularities.

‘Irrevocable Letter of Credit’ means an irrevocable letter on the financial institution’s standard form containing a request that the party to whom it is addressed pay the bearer or a person named therein money as a result of failure to perform or fulfill all the covenants, undertakings, terms, conditions and agreements contained in a contract.

‘Labour and Material Bond’ means a bond issued by a surety company on the City standard Form of Bond to ensure that the contractor will fulfill its obligations to its employees, subcontractors and suppliers and thereby protects the City.

‘Letter of Agreement to Bond’ means a letter or other form issued by a surety company- licensed to operate by the Government of Canada or the Province of Ontario advising that, if the bidder is successful the bonding agency will issue the required bonds.

‘Manager of Purchasing and SupplySenior Manager, Procurement and Supply’ means a person responsible for the PurchasingProcurement and Supply section at

the City. For the purposes of this Policy, when '~~Manager of Purchasing and Supply~~[Senior Manager, Procurement and Supply](#)' appears it does not include staff that has been delegated approval authority by the '~~Manager of Purchasing and Supply~~[Senior Manager, Procurement and Supply](#)', unless otherwise noted.

~~'Deputy City Manager' means a person, or person 'acting' in this capacity responsible for a service area at the City.~~

'Obsolete' means City assets that are no longer current or have no functional use due to being replaced by newer assets and still may have some economic value.

['Ontario Public Buyers Association' \(OPBA\) is a not-for-profit professional association representing public procurement professionals throughout Ontario. We promote the ethical and effective expenditure of public funds and encourage excellence in public purchasing through our continuing professional development opportunities, the encouragement of certification programs and through networking among our members.](#)

'Pecuniary Interest' means the opportunity, directly or indirectly, to profit or share in any profit derived from a competitive bid or agreement.

'Performance Bond' means a bond issued by a surety company on the City standard Form of Bond executed in connection with a contract and which secures the performance and fulfillment of the undertakings, covenants, terms, conditions and agreements contained in the contracts. These may also be in the form of ~~'renewable performance bonds'~~.

'Professional Consulting Services' means a consulting firm, engineer or architect providing professional knowledge or construction design or technical expertise.

'Program Administrator' means a person who has been given the responsibility to maintain and monitor the purchasing card program at the City.

'Proponent' means the respondent to a Request for Proposal (RFP).

'Purchase Order' means the standard City procurement document issued by ~~Purchasing~~[Procurement](#) and Supply to formalize a purchasing transaction with a supplier.

'Purchasing Card' means a credit card provided by the City's Finance area and its use is bound by the provisions of the Procurement of Goods and Services Policy.

'Purchase Requisition' means a duly authorized written or electronically produced request in an approved format to obtain goods or services.

'Request for Expression of Interest' or 'REOI' means a focused market research tool used to determine supplier interest in a proposed procurement. It may be issued simultaneously with a Request for ~~Pre-Qualifications~~ [\(RFQUALRFPQ\)](#) when the

proposed procurement is well defined, and the purchaser has clear expectations for the procurement.

‘Request for Information’ or ‘RFI’ means a general market research tool to determine which products and services are available, scope out business requirements, and/or estimate project costs which may be used prior to issuing another type of competitive bid.

‘Request for Proposal’ or ‘RFP’ means a process where a need is identified, but the method by which it will be achieved is not prescribed at the outset. This process allows prospective suppliers to propose solutions or methods to arrive at the desired result.

‘Request for Pre-Qualifications’ or ‘RF PQQUAL’ means a request for a list of qualified suppliers and firms who have an interest in providing services to the City, typically through a two-stage process.

‘Request for Quotation’ or ‘RFQ’ means a request for prices on specific goods and/or services as specified in the Request for Quotation.

‘Request for Tender’ or ‘RFT’ means a request for sealed bids which contain an offer in writing to execute some specified services, or to supply certain specific goods, at a certain price, in response to a publicly advertised request for bids.

‘Scrap’ means City assets that no longer have the ability to function for their original design in their current state and have minimal economic value other than primarily for recycling value.

‘Sealed Bid’ means a formal sealed response received as a part of a competitive bid.

‘Single Source’ means that there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specifications. Further qualifications appear in the definition in Section 14.4.

‘Sole Source’ means that the goods and/or services are available from only one supplier. Further qualifications appear in the definition in Section 14.3.

‘Substantive Objection’ means an unsuccessful bidder requests moving to the third stage of dispute resolution as prescribed in Section 2.9.

‘Supplier’ means any individual or organization providing goods or services to the City including but not limited to contractors, consultants, suppliers, service organizations etc.

‘Surplus’ means City assets that exceed the portion that is utilized by the City, may be current, may have functional use and still have some economic value.

'Tender' means a sealed bid which contains an offer in writing to execute some specified services, or to supply certain specified goods, at a certain price, in response to a publicly advertised request for bids.

['Trade Agreements' are intended to reduce and eliminate, to the extent possible, barriers to the free movement of labour, goods, services, and investments. Supports rules requiring open, fair and transparent competition in government procurements.](#)

'Triggering Event' means an occurrence resulting from an unforeseen action or consequence of an unforeseen event, which must be remedied on a time sensitive basis to avoid a material financial risk to the City or serious or prolonged risk to persons or property.

[Unsolicited proposal is a written application for a new or innovative idea submitted to the City on the initiative of the offeror for the purpose of obtaining a contract](#)

'Value Analysis' means a life cycle costing approach to valuing a given alternative, which calculates the long term expected impacts of implementing the particular option.

4. Responsibilities

4.1. General Responsibilities

- a. All City staff delegated with approval authority (Section 8.7) shall follow the guidelines as set out in Schedule “D” ‘A Statement of Ethics for Public Purchasers’ established by the Ontario Public Buyers’ Association, as well as the City’s Conflict of Interest Policy, and Section 5 below.
- b. Procurement activities shall be subject to all applicable City policies and by-laws, any specific provisions of the Municipal Act, and all other applicable Federal and Provincial legislation.
- c. Failure to adhere to the requirements outlined in this Policy may lead to disciplinary action up to and including termination of employment.
- d. No provision of this Policy precludes a Deputy City Manager or the ~~Manager of Purchasing and Supply~~Senior Manager, Procurement and Supply, with the concurrence of the City Manager, from recommending an award to Committee and City Council where:
 - i. in the opinion of a Deputy City Manager, it is in the best interest of the City to do so; or
 - ii. it is a matter of procurement procedure and, in the opinion of the ~~Manager of Purchasing and Supply~~Senior Manager, Procurement and Supply, it is in the best interest of the City to do so.

4.2. City Manager

The City Manager has the authority to instruct the Deputy City Managers not to award contracts and to submit recommendations to Committee and City Council for approval and may provide additional restrictions concerning procurement where such action is considered necessary and in the best interest of the City.

4.3. Deputy City Managers

- a. Have responsibility for all procurement activities within their service areas and are accountable for achieving best value while following the Procurement of Goods and Services Policy;
- b. Have the authority to delegate approval authority to staff at the appropriate levels within their service areas (Section 8.7);
- c. The Deputy City Managers have the authority to award contracts in the circumstances specified in this Policy provided that the delegated power is exercised within the limits prescribed in Schedule “A” and the requirements of this Policy are met; and

- d. When the Deputy City Manager is of the opinion that a Triggering Event has occurred, the Deputy City Manager may authorize the purchase of such goods and/or services as is considered necessary to remedy the situation without regard to the requirement for a competitive bid and may approve the necessary contract amendment. The relevant details surrounding the Triggering Event shall be included in a report and submitted to Committee [and City Council](#) as soon as possible.

4.4. City Treasurer

The City Treasurer is responsible for:

- a. Overseeing the [PurchasingProcurement](#) and Supply function;
- b. Maintaining ownership over the Procurement of Goods and Services Policy; and
- c. Approval authority as outlined in Schedule “A” and 8.5.

4.5. Manager of Purchasing and SupplySenior Manager, Procurement and Supply

The [Manager of Purchasing and SupplySenior Manager, Procurement and Supply](#) is responsible for:

- a. The integrity of the procurement process with the exception of those items listed in Schedule “B”;
- b. Providing professional procurement advice and service to City staff.
- c. Awards within the authority of the Deputy City Manager (or delegate) for which the [Manager of Purchasing and SupplySenior Manager, Procurement and Supply](#) may award a contract on behalf of these positions provided -that [PurchasingProcurement](#) and Supply is in receipt of a funded requisition and the requirements of this Policy are met;
- d. Monitoring compliance with this Policy;
- e. Notifying the Senior Leadership Team, in advance, if possible, of non-compliance with this Policy;
- f. Rejecting any Purchase Requisitions for services where the services could result in the establishment of an employee – employer relationship; and
- g. Creating and revising administrative procedures and directions respecting:
 - i. the preparation and development of specifications;
 - ii. the requirements and form of bid deposits;
 - iii. other securities and documentation required or advisable for sealed bids;
 - iv. procedures for the opening, evaluation and recommendation of

- bid documents; and
- v. such other matters of an ancillary or incidental nature to more fully carry out the intent and purpose of this Policy.

4.6. Committee and City Council Approval

Despite any other provision of this Policy, the following contracts are subject to Committee and City Council approval:

- a. Any contract requiring approval from the Ontario Municipal Board;
- b. Any contract prescribed by Statute to be made by City Council;
- c. Where a recommendation is being made to amend the total value of a contract in excess of the original bid (plus contingency), and;
 - i. it is an amount greater than \$50,000 or 3% of the original contract value;
or
 - ii. in the opinion of the City Treasurer, funds are not available for the additional expenditure.
- d. Where a Substantive Objection (see definition in Section 3), emanating from the competitive bid has been filed with the City Treasurer prior to award of the contract;
- e. Where there is an irregular result (see Section 8.10); and
- f. Where authority to approve has not been expressly delegated.

5. Conflict of Interest

- 5.1 No elected official, appointed officer or employee of the City shall have any pecuniary or controlling interest either direct or indirect in any competitive bid or contract for the supply of goods or services to the City, unless such pecuniary interest is disclosed by the contractor, bidder or person submitting a quotation, as the case may be, or unless such pecuniary interest would be exempt under the Municipal Conflict of Interest Act.
- 5.2 Competitive bid documents shall include a section that requires and provides for the disclosure of any pecuniary interest prior to submission of the bid. Should a conflict of interest arise after the award of a contract, the conflict shall immediately be disclosed in writing to the Manager of Purchasing and Supply Senior Manager, Procurement and Supply. Further, all competitive bid documents and agreements shall provide that in the event that a contract is awarded to a person who has not, during the bidding or contracting process, disclosed the pecuniary interest of an elected official, appointed officer or

employee of the City in the contract, the contract may be cancelled at any time by the City in its entire discretion without damages or penalty.

- 5.3 In this section, 'controlling interest' means the interest that a person has in a corporation when the person beneficially owns, directly or indirectly, or exercises control or direction over, equity shares of the corporation carrying more than ten percent (10%) of the voting rights attached to all equity shares of the corporation for the time being outstanding.
- 5.4 For the purposes of this section, a person has an indirect pecuniary interest in any competitive bid or agreement entered into by a corporation, if:
- a. The person or his or her nominee is a shareholder in or a ~~Deputy City Manager~~irector or senior officer of a corporation that does not offer in securities to the public; or
 - b. Has a controlling interest in or is a ~~Deputy City Manager~~irector or senior officer of a corporation that offers securities to the public.
- 5.5 For the purposes of this section, an elected official, appointed officer or employee of the City has an indirect pecuniary interest if the person is a partner of a person or is in the employment of a person or body that has entered into a tender, proposal, quotation or contract with the City.
- 5.6 For the purposes of this section, the pecuniary interest in a Tender, Proposal, Quotation or contract of a parent or spouse or any child of an elected official, appointed officer or employee shall, if known to the person, be deemed to be also the pecuniary interest of the elected official, appointed officer or employee as the case may be.

6. Prohibitions

6.1 Division of Contracts

No employee of the City shall divide a purchase or a contract to avoid the requirements of the Tender, Proposal, Quotation or Purchasing Card procedures. Nor shall purchases be split in order to circumvent prescribed spending authority dollar limits as outlined in this Policy.

6.2 Interference in the Procurement Process

- a. Elected officials, appointed officers and employees shall not knowingly cause or permit anything to be done or communicated to anyone in a manner which is likely to cause any potential supplier to have an unfair advantage or disadvantage in obtaining a contract for the supply of goods and/or services to the City. This also includes a contract with any other municipality, local

board or public body involved in the purchase of goods and/or services either jointly or in cooperation with the City.

- b. Elected officials shall separate themselves from the procurement process and have no involvement whatsoever in specific procurements. Elected officials should not see any documents or receive any information related to a particular procurement while the procurement process is ongoing. Elected officials who receive inquiries from suppliers related to any specific procurement shall immediately direct those inquiries to the [Manager of Purchasing and Supply Senior Manager, Procurement and Supply](#), or the City Treasurer.
- c. The only exception to the above relates to selection of internal auditors or an integrity commissioner whereby elected officials are specifically part of the evaluation team.

6.3 Official Point of [Purchasing Procurement](#) Contact and Lobbying Prohibition

- a. The City is committed to the highest standards of integrity with respect to the purchase of goods and/or services and managing the processes by which goods and/or services are acquired. The official point of [purchasing Procurement](#) contact shall be a member of the [Purchasing Procurement](#) and Supply Team. Should it be necessary or desirable to have a contact person to respond to technical issues that person shall be named in the competitive bid documents. All communications will be made by these individuals and during the procurement process, no bidder or person acting on behalf of the bidder or group of bidders shall contact any elected official, consultant or any employee of the City to attempt to seek information or to influence the award of the contract. Any activity designed to influence the decision process, including, but not limited to, contacting any elected official, consultant or employee of the City for such purposes as meetings of introduction, social events, meals or meetings related to the selection process, shall result in disqualification of the bidder for the project to which the influential activity is deemed to be directed.

Notwithstanding the foregoing, this prohibition does not apply to meetings specifically scheduled by the City [Purchasing Procurement](#) and Supply group for presentations or negotiations. Any bidder found to be in breach of this Policy shall be subject to immediate disqualification from the procurement process and may be prohibited from future opportunities at the discretion of City Council.

- b. In addition, no bidder who has been awarded the contract shall engage in any contact or activities in an attempt to influence any elected official or any employee of the City with respect to the purchase of additional enhancements, options, or modules. However, a contractor may communicate with the appropriate member of the [Purchasing Procurement](#)

and Supply Team, the ~~Manager of Purchasing and Supply~~ Senior Manager, Procurement and Supply or the City Treasurer for purposes of administration of the contract during the term of the contract.

- c. The determination of what constitutes influential activity is in the sole discretion of the ~~Manager of Purchasing and Supply~~ Senior Manager, Procurement and Supply, acting reasonably, and not subject to appeal.
- d. Contract award decisions shall be based on clear, transparent and objective criteria that is applied free from political considerations or political interference.

7. Procurement Documentation

- 7.1 In order to maintain consistency, ~~Purchasing~~ Procurement and Supply shall provide guidelines to the City Manager and/or Deputy City Manager on procurement policies and procedures and on the structure, format and general content of procurement documentation.
- 7.2 ~~Purchasing~~ Procurement and Supply shall review proposed procurement documentation to ensure clarity, reasonableness and quality and shall advise the City Manager and/or Deputy City Manager of suggested improvements.
- 7.3 Procurement documentation shall avoid use of specific products or brand names.
- 7.4 Notwithstanding Section 7.3, a Deputy City Manager (or delegate) may specify a specific product, brand name or approved equal for essential functionality purposes (with consideration for operating and maintenance costs) to avoid unacceptable risk or for some other valid purpose. In such instances, the Deputy City Manager (or delegate) and ~~Purchasing~~ Procurement and Supply shall manage the procurement to achieve a competitive situation whenever possible.
- 7.5 The use of standards in procurement documentation that have been certified, evaluated, qualified, registered or verified by independent nationally recognized and industry-supported organizations such as, but not limited to, the Standards Council of Canada, shall be preferred.
- 7.6 Deputy City Managers (or delegate) shall:
 - a. Give consideration to Value Analysis, Sustainable ~~Purchasing~~ Procurement and Supplier Code of Conduct;
 - b. Ensure that adequate Value Analysis comparisons are conducted to provide assurance that the specification(s) will provide best value;
 - c. Forward the Value Analysis to ~~Purchasing~~ Procurement and Supply for documentation in the procurement file; and
 - d. Ensure specification(s) are set to allow for an open competitive process.

- 7.7 All substantive changes to standard clauses in competitive bid documents and standard agreements shall be reviewed and approved by the City Solicitor (or delegate).
- 7.8 Unless otherwise noted in this Policy, the [Manager of Purchasing and Supply](#) [Senior Manager, Procurement and Supply](#) (or delegate) in conjunction with the Deputy City Manager (or delegate) shall issue bid documents for goods and/or services. [Purchasing](#) [Procurement](#) and Supply shall give notice of the issuance of a competitive bid electronically via the internet as well as any other means as appropriate.
- 7.9 Internal Auditor shall review compliance with the Procurement of Goods and Services Policy, and report to the Audit Committee as set out in their audit plan.

8. Approval Authority and Reporting Requirements

- 8.1 Any person delegated approval authority pursuant to this Policy shall ensure that an approved budget, as described in Section 17 of this Policy, exists for the proposed procurement and that such procurement does not violate any City policies or any applicable law. Any such procurement shall also satisfy any applicable audit and documentation requirements of the City.
- 8.2 All applicable taxes, duties and shipping shall be excluded in determining the procurement limit of authorized delegates and the type of procurement process to be followed.
- 8.3 The dollar values identified in this section represent the annual estimated procurement value for a good and/or service to be procured. The annual estimated procurement value is the cumulative value spent over a twelve (12) month period for a particular good and/or service.
- 8.4 In the case of multi-year supply and/or service contracts, the preauthorized expenditure limit shall refer to the estimated annual expenditure under the contract.
- 8.5 The following body and persons shall have the respective approval authority as set out below (see summary in Schedule "A"). All dollar values are based on annual amounts and must be within pre-approved budgeted limits.
 - a. **Committee and City Council** must approve the following awards:
 - i. RFP greater than \$100,000;
 - ii. RFT greater than \$6,000,000;
 - iii. RFQ, RFP and RFT with an irregular result greater than \$100,000 (section 8.10);
 - iv. Sole Source or Single Source greater than \$50,000;

- v. Contract Amendments exceeding \$50,000 or 3% of original contract value, whichever is greater (Section 20.3 d)
- v.vi. Contract ~~extensions~~ renewals greater than \$6,000,000 (section 20.2); and
- vi.vii. Appointment of Professional Consulting Services (Section 15) greater than \$100,000.

b. **Deputy City Managers or any employee exercising delegated authority approval and ~~Manager of Purchasing and Supply~~ Senior Manager, Procurement and Supply (jointly)** are authorized to approve the following awards:

- i. RFQ (formal quotations) greater than \$50,000 but not exceeding \$100,000;
- ii. RFP up to \$100,000;
- iii. RFT up to \$6,000,000;
- iv. Sole Source or Single Source up to \$50,000; and
- v. Contract renewal~~extensions~~ up to \$6,000,000, for Council approved agreements that have clearly defined options to extend (Section 20.2).

c. **Deputy City Managers or any employee exercising delegated authority approval** are authorized to approve the following awards;

- i. Informal quotations up to \$50,000; ~~and~~
- ii. Appointment of Professional Consulting Services not exceeding \$100,000 (Section 15); ~~and~~
- ii.iii. Contract Amendments not exceeding \$50,000 or 3% of original contract value, whichever is greater (Section 20.3 d)

8.6 Section 8.5 approvals may be overridden in the case of an ‘emergency’ as defined in Section 14.2 of this Policy.

8.7 Delegation of Approval Authority

‘Delegation of Approval Authority’ means the formal delegation of authority to perform a task or approval by a person in a position with authority under this Policy, resulting in a ‘delegate’.

- a. The method for the Deputy City Managers delegating approval authority is as follows:

- i. The Deputy City Managers shall prepare a Delegation of Approval Authority List within their respective areas;
 - ii. The list will provide evidence that the staff listed have been delegated approval authority by the Deputy City Manager;
 - iii. The list at minimum, shall include the staff person's name, title and approval limit, the list will also include any acting roles;
 - iv. The list shall be updated immediately upon any change in staff or position;
 - v. A copy of the list shall be sent to the Manager of Purchasing and Supply Senior Manager, Procurement and Supply each time there is a revision;
 - vi. The Manager of Purchasing and Supply Senior Manager, Procurement and Supply will ensure the delegation of approval authority lists are available to all Purchasing Procurement and Supply Staff; and
 - vii. Purchasing Procurement and Supply staff will review the list prior to completing tasks that require approval.
- b. The Deputy City Managers and Manager of Purchasing and Supply Senior Manager, Procurement and Supply shall develop a Delegation of Approval Authority list for the approvals and tasks they are responsible for under this Policy.

8.8 Only the Deputy City Managers may further delegate approval authority to their staff at the procurement values deemed appropriate. Staff that has been delegated approval authority from the Deputy City Managers to approve procurements shall have no authority to delegate this approval authority to any other person.

8.9 City Council may explicitly delegate further approval authority as it considers necessary from time to time, including but not limited to, any extended time periods during which City Council does not meet.

8.10 Irregular Result

If an irregular award value is less than \$100,000, the Deputy City Manager, or delegate, with the concurrence of the Senior Manager, Procurement and Supply, or delegate, may approve the award.

If an irregular award of a competitive bid is greater than \$100,000, the client Service Area, in conjunction with Purchasing Procurement and Supply, shall submit a report to Committee and City Council and receive their approval for the award of a competitive bid greater than \$100,000 if any of the following conditions apply: (if the award is less than \$100,000, the Deputy City Manager

~~with the concurrence of the Manager of Purchasing and Supply (or delegate) may approve the award):~~

- a. The value of the lowest compliant bid, ~~or highest scoring proposal, is in excess of~~ exceeds the City Council approved budget, including any contingency allowance;
- b. The specifications of an entire competitive bid cannot be met by two (2) or more suppliers; as per Section 19.4, Only One Bid Received;
- c. The award is not being made to a compliant bidder(s) offering the Best Value to the City;
- d. Where a Substantive Objection has been filed with the City Treasurer prior to award of a competitive bid; or
- e. Where in the opinion of the ~~Manager of Purchasing and Supply~~ Senior Manager, Procurement and Supply, the client Service Area award recommendation is not in the best interest of the City.

8.11 Reporting to Committee and City Council

- a. The Deputy City Managers shall submit an informational report on an annual basis, no later than March 15th to the ~~Manager of Purchasing and Supply~~ Senior Manager, Procurement and Supply containing the details of the contract awards made under Section 8.5.c for their respective Service Areas.
- b. The ~~Manager of Purchasing and Supply~~ Senior Manager, Procurement and Supply shall coordinate data collection and prepare an annual report for submission to City Council including the awards made under section 8.5 b and 8.5 c, no later than ~~April~~ May 31st. The report will only include awards that were not processed through ~~Purchasing~~ Procurement and Supply, unless otherwise directed by Council. ~~Purchasing~~ Procurement and Supply shall certify that the awards are in compliance with this Policy and where non-conformances are identified, corrective action will be taken.
- c. Where a supplier has invoiced the City a cumulative total value of \$100,000 or more in a calendar year, total payments relative to the supplier shall be included in an annual information report to Committee and City Council. The ~~Manager of Purchasing and Supply~~ Senior Manager, Procurement and Supply (or delegate) shall prepare a report of all Civic Administratively Awarded Tenders for the reporting year.

9. Low Dollar Value Procurements (up ~~tender~~ \$15,000) – as per Schedule “A”

- 9.1 Procurements ~~up to~~ under \$15,000 shall be considered low dollar value procurements.

- 9.2 All low dollar value procurements shall utilize applicable City contracts and shall otherwise be in accordance with this Policy.
- 9.3 A corporate Purchasing Card may be used for low dollar value procurements provided the user complies with Section 18 of this Policy.
- 9.4 The Deputy City Managers may delegate approval authority to their staff for low dollar value procurements and it is their responsibility to ensure that this Policy is adhered to.
- 9.5 All information on low dollar value procurements must be documented and maintained on file.
- 9.6 Low dollar value procurements do not require an RFQ, RFP or RFT. Obtaining competitive quotes is considered a good business practice and should be obtained. An authorized Purchase Requisition submitted to [PurchasingProcurement](#) and Supply is the preferred method.

10. Informal Request For Quotation (IRFQ) (~~Greater than~~From \$15,000 to \$50,000) – as per Schedule “A”

- 10.1 Procurements ~~greater than~~of \$15,000 but not exceeding \$50,000 are eligible to be completed through an Informal Quotation process. The Deputy City Manager or any employee exercising delegated authority is authorized to award the contract.
- 10.2 All Informal Quotations shall utilize standard applicable Service Area contracts and/or corporate contracts and shall otherwise be in accordance with the Procurement of Goods and Services Policy.
- 10.3 For procurements where there are no applicable Service Area contracts or corporate contracts, informal quotations shall be obtained by the client Service Area in the following manner:
 - a. Three (3) written (use of the electronic bidding system is encouraged) bids obtained from three (3) separate potential suppliers;
 - b. A ‘No Bid’ response shall not be considered as a valid bid;
 - c. All suppliers shall receive the same informal quotation written information;
 - d. The informal quotation shall be awarded to the lowest compliant bid; and
 - e. Documentation on all bids, including but not limited to, ~~the prospective bidders list~~[information](#), bid document, bid responses and decision-making rationale shall be retained in the client Service Area files in accordance with City Council approved by-laws for records retention, or a minimum of two (2) years.

- 10.4 Staff is encouraged to seek three (3) bids to ensure a more competitive process. If staff has exhausted all efforts to obtain three (3) bids and can support this with documented evidence under Section 10.3 e., a minimum of two (2) written bids is acceptable.
- 10.5 [PurchasingProcurement](#) and Supply shall assist as requested by the client Service Area, or when deemed necessary, with the Informal Quotation process. [To request Procurement and Supply to assists, the Deputy City Manager, or delegate, shall provide a completed and signed Procurement Initiation Approval Form.](#) [PurchasingProcurement](#) and Supply may also conduct reviews to ensure the requirements of this section and all other applicable sections of this Policy have been met.
- 10.6 When a client Service Area requires an RFP in lieu of an Informal Quotation, the RFP shall be issued by [PurchasingProcurement](#) and Supply ~~in the same manner as for RFP's~~ [inusing the RFP process detailed in](#) Section 12 and subject to the approval authority in Section 8.5.b.
- 10.7 Since the informal quotation process does not necessarily go through [PurchasingProcurement](#) and Supply, the City's standard insurance form must be completed and forwarded by the client Service Area to Insurance and Risk Management for review and input into the Insurance Program. WSIB Certificates of Clearance must be submitted to Accounts Payable at the commencement of the project and periodically as the work is completed and before final payment is released.
- 10.8 An authorized Purchase Requisition is to be sent to [PurchasingProcurement](#) and Supply and include copies of the bids received. A Purchase Order, Contract Record or Agreement will be issued to formalize the contract with selected supplier.

11. Request For Quotation (RFQ) (\$50,000 to \$100,000) – As Per Schedule “A”

- 11.1 RFQ procedures shall be used where:
- a. The item is greater than \$50,000 but not exceeding \$100,000;
 - b. The requirement can be fully defined; and
 - c. Best value for the City will be achieved by an award selection made on the basis of the total lifecycle cost that meets all terms, conditions and specifications.
- 11.2 The Deputy City Manager or any employee exercising delegated authority approval and the ~~Manager of Purchasing and Supply~~[Senior Manager, Procurement and Supply](#) must jointly approve this award.

- 11.3 The Deputy City Manager or any employee exercising delegated authority approval shall provide to [PurchasingProcurement](#) and Supply a [purchase request in writing completed and signed Procurement Initiation Approval Form](#) containing the relevant [specificationsdescription](#), budget authorization, [and](#) approval authority ~~and terms and conditions~~ for the purchase of goods, services [consulting](#) or construction.
- 11.4 The client Service Area shall be responsible to review the competitive bid and verify that all terms, conditions and specifications of the bid are met.
- 11.5 [PurchasingProcurement](#) and Supply shall forward to the Deputy City Manager (or delegate) a summary of the bids and recommend the award of contract to the lowest compliant bid subject to review by the Deputy City Manager (or delegate) regarding specifications and contractor performance.
- 11.6 When a client Service Area requires the issuance of an RFP in lieu of a RFQ, the RFP shall be issued by [PurchasingProcurement](#) and Supply as described in Section 12 of this Policy and subject to the approval authority in Section 8.5.b.
- 11.7 The City reserves the right in its absolute sole discretion to accept or reject any submission.

12. Request for Proposal (RFP) – As Per Schedule “A”

- 12.1 The RFP procedure shall be used where:
 - a. The requirement is best described in a general performance specification;
 - b. Innovative solutions are sought; and
 - c. To achieve best value, the award selection will be made on an evaluated point per item or other method involving a combination of mandatory and desirable requirements.
- 12.2 Awards under the RFP process require the following approval:
 - a. The Deputy City Manager or any employee exercising delegated authority approval and the ~~Manager of Purchasing and Supply~~[Senior Manager, Procurement and Supply](#) must jointly approve an RFP award for purchases up to \$100,000;
 - b. Committee and City Council must approve an RFP award for purchases greater than \$100,000;
 - c. Committee and City Council must approve an RFP award with an irregular result greater than \$15,000.
- 12.3 The RFP process is a competitive method of procurement that may or may not include supplier pre-qualification.

- 12.4 An RFI, REOI or ~~RFQUAL-RFPQ~~ may be issued in advance of an RFP to assist in the development of a more definitive set of terms and conditions, scope of work/service and the selection of qualified suppliers.
- 12.5 An RFI, REOI and ~~RFQUAL-RFPQ~~ shall follow the same award approvals as an RFP, if applicable.
- 12.6 PurchasingProcurement and Supply shall maintain a list of suggested evaluation criteria for assistance in formulating an evaluation method for use in an RFP. This may include but not be limited to factors such as qualifications and experience, strategy, approach, methodology, scheduling and past performance, facilities, equipment, pricing, life cycle costing, standardization of product, and aspects that would support environmental procurement. Also see sections 1.5 and 1.6.
- 12.7 Deputy City Managers or any employee exercising delegated authority approval shall identify appropriate evaluation criteria from the list maintained by PurchasingProcurement and Supply for use in an RFP but are not limited to criteria from the list. Cost will always be included as a factor, as best value includes but is not limited to quality and cost.
- 12.8 The Deputy City Manager or any employee exercising delegated authority approval shall provide PurchasingProcurement and Supply with a ~~written purchase request in a form acceptable to the Manager of Purchasing and Supply completed and signed -Procurement Initiation Approval Form~~ containing the relevant description, budget authorization, and approval authority, ~~terms of reference and evaluation criteria to be applied in evaluating the proposals submitted. for the purchase of goods, services, consulting or construction.~~
- 12.9 A representative from PurchasingProcurement and Supply will be the lead in the RFP process. A ~~selection n evaluation~~ committee will be formed with a minimum of three evaluators and be comprised of at least one representative from the client Service Area and one representative from PurchasingProcurement and Supply. The evaluators shall review all compliant proposals against the established criteria, reach consensus on the final rating results, and ensure that the final rating results with supporting documents, are kept in the procurement file. The PurchasingProcurement and Supply representative may or may not participate in the scoring of the proposals.
- 12.10 During the proposal process all communication with proponents shall be through PurchasingProcurement and Supply.
- 12.11 PurchasingProcurement and Supply shall forward to the Deputy City Manager (or delegate) an evaluation summary of the procurement, as well as the evaluation committee's recommendation for award of contract to the proponent meeting all mandatory requirements and providing best value as stipulated in the RFP. The

representative from [PurchasingProcurement](#) and Supply is responsible for documenting the determination of best value. The criteria and analysis to determine best value will be included (if applicable) in the report to Committee and City Council.

12.12 With respect to all reports initiated for RFP, a report on the sources of financing, and other financial commentary as considered appropriate, shall be prepared.

12.13 Reporting will not include financial summaries of bids as this information will remain confidential. Any disclosure of information shall be made by the appropriate officer in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.

12.14 Unsuccessful proponents may, upon their request, attend a debriefing session with a [PurchasingProcurement](#) and Supply representative to review their competitive bid. Any discussions relating to any submissions other than that of the proponent present will be strictly prohibited. This debriefing session is intended to provide general feedback regarding the proponent's rating on various criteria in order to allow the proponent to understand where future improvements might be available. [Debriefings will not occur until after Council award of the project in question.](#)

12.15 The City reserves the right in its absolute sole discretion to accept or reject any submission.

13. Request for Tender (RFT) (Greater than \$100,000) – As Per Schedule “A”

13.1 RFT procedures shall be used where:

- a. The total cost is expected to be greater than \$100,000;
- b. The requirement can be fully defined; and
- c. Best value for the City can be achieved by an award selection made on the basis of the lowest bid that meets all terms, conditions and specifications.

13.2 Awards under the RFT process require the following approval:

- a. Committee and City Council must approve award of tenders greater than \$6,000,000;
- b. Committee and City Council must approve award of contracts when a tender result is irregular as per Section 8.10 of this Policy; and
- c. Results from \$100,000 to \$6,000,000 that do NOT have an Irregular Result may be awarded administratively [by the Deputy City Manager, or delegate.](#)

13.3 The Deputy City Manager [or any employee exercising delegated authority](#)~~(or delegate)~~ shall provide to [PurchasingProcurement](#) and Supply a [purchase](#)

~~request in writing completed and signed Procurement Initiation Approval Form~~ containing the relevant ~~specifications~~description, budget authorization, ~~and~~ approval authority ~~and terms and conditions~~ for the purchase of goods, services, consulting or construction. ~~Specifications may include certain brands of product in order to facilitate standardization of the City's inventory as per Section 7.4 of this Policy.~~

- 13.4 The ~~Manager of Purchasing and Supply~~Senior Manager, Procurement and Supply shall be responsible for arranging for the public disclosure of bid submissions at the time and date specified by the bid call.
- 13.5 ~~Purchasing~~Procurement and Supply shall forward to the Deputy City Manager (or delegate) a summary of the bids and recommend award of the contract to the lowest compliant bidder.
- 13.6 With respect to all reports initiated for tenders, there shall be a recommendation report to Committee and City Council containing the sources of financing, and other financial commentary as considered appropriate.

The City reserves the right in its absolute sole discretion to accept or reject any submission.

- 13.7 An RFI, REOI or RFPQ may be issued in advance of an RFT to assist in the development of a more definitive set of terms and conditions and scope of work.
- 13.8 An RFI, REOI and RFPQ shall follow the same award approvals as an RFP, if applicable.

14. Non-Competitive Purchases (Emergency, Sole Source, Single Source)

- 14.1 The requirement for a competitive bid process for the selection of a supplier for goods, services and construction (except for Emergencies – see 14.2) may be waived under authority of the City Manager and replaced with direct negotiations by the Deputy City Manager (or delegate) and ~~Manager of Purchasing and Supply~~Senior Manager, Procurement and Supply (or delegate) under the following circumstances.
- The procurement qualifies as ‘Sole Source’ as defined in Section 14.3;
 - The procurement qualifies as a ‘Single Source’ as defined in Section 14.4.

14.2 Procurement in Emergencies

For the purposes of this section, “Emergency” means an event or occurrence that the City Manager or Deputy City Manager deem as an immediate threat to:

- Public health;
- The maintenance of essential City services; or

- The welfare and protection of persons, property, or the environment; and the event or occurrence necessitates the immediate need for goods or services to mitigate the emergency and time does not permit for a competitive procurement process.

In the event of an Emergency the City Manager or Deputy City Manager and their respective delegates, Fire Chief or a Deputy Fire Chief, or Chief Building Official or Deputy Chief Building Official, are authorized to enter into a purchase agreement without the requirement for a formal competitive process.

A list of pre-qualified suppliers will be used to select the suppliers, whenever possible.

Where the procurement cost to mitigate the Emergency is anticipated to exceed \$50,000, there must be a notification sent (e-mail contact is acceptable) to the ~~Manager of Purchasing and Supply~~ [Senior Manager, Procurement and Supply](#) (or delegate). The steps taken to mitigate the Emergency must always be clearly documented regardless of amount and where the aggregate costs for a single supplier are in excess of \$50,000, the emergency procurement shall be reported by the responsible Deputy City Manager to Committee and City Council (including the source of financing) at the next scheduled meeting following the event. The Deputy City Manager responsible for the area leading the emergency procurement must forward the appropriate purchase requisition(s) to the ~~Manager of Purchasing and Supply~~ [Senior Manager, Procurement and Supply](#) within five (5) business days after the mitigation activities associated with the emergency event have been terminated.

14.3 Sole Source

The procurement may be conducted using a Sole Source process if the goods and/or services are available from only one supplier by reason of:

- a. Statutory or market-based monopoly;
- b. Competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, license, technical secrets or controls of raw material; or
- c. The complete item, service, or system is unique to one supplier and no alternative or substitute exists.

14.4 Single Source

Single Source means that there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specifications.

The procurement may be conducted using a Single Source process if the goods and/or services are available from more than one source, but there are valid and sufficient reasons for selecting one supplier in particular, as follows:

- a. An attempt to acquire the required goods and/or services by soliciting competitive bids has been made in good faith, but has failed to identify ~~more than one willing and any~~ compliant suppliers;
- b. The confidential nature of the requirement is such that it would not be in the public- interest to solicit competitive bids;
- c. Construction, renovations, repairs, maintenance etc. in respect of a building leased by the City may only be done by the lessor of the building, in accordance with a lease agreement;
- d. There is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract (i.e., contract ~~extension or~~ renewal);
- e. The required goods and/or services are to be supplied by a particular supplier(s) having special knowledge, skills, expertise or experience;
- f. The goods are purchased under circumstances which are exceptionally advantageous to the City, such as in the case of a bankruptcy or receivership;
- g. It is advantageous to the City to acquire the goods or services from a supplier pursuant to the procurement process conducted by another public body or a Group Procurement Organization (GPO);
- h. It is advantageous to the City to acquire the goods or services directly from another public body or public service body;
- i. Another organization is funding or substantially funding the acquisition and has determined the supplier, and the terms and conditions of the commitment into which the City will enter are acceptable to the City;
- j. The acquisition is for a particular brand of goods or services that are intended solely for resale to the public and no other brand is desirable, and the brand is not available from any other source; or
- k. Where due to abnormal market conditions, the goods, services or construction required are in short supply.

14.5 Sole Source and Single Source – Approval and Reporting

- a. Awards which qualify to be considered as a Single Source or Sole Source process require the following approval, as per 8.5 b iv:

- i. the ~~Deputy City Manager, or delegate, and Senior Manager, ~~of Purchasing-Procurement~~ and ~~Supply~~, ~~must~~ jointly approve an award not exceeding \$50,000;~~
 - ii. Committee and City Council must approve an award greater than \$50,000, unless otherwise permitted by this Policy.
- b. For awards under Section 14.5.a.ii, the Deputy City Manager (or delegate), is responsible for submitting a report to Committee and City Council detailing the rationale supporting their decision and the Senior Manager, Procurement and Supply Services shall be made aware.

15. Appointment of Professional Consulting Services

15.1 General

- a. Senior management staff will be involved in the selection process for Professional Consulting Services. Specifically, Division Managers and/or Senior Managers are to be involved with all projects, and Deputy City Managers and the City Manager should be involved, as appropriate, for-with high-profile projects of increasing complexity or expense.
- b. Under no circumstances shall an extension, renewal or expansion of a consulting engagement preclude the required approvals. This includes splitting the project or scope of work into multiple phases or sections. City Council has sole authority to approve and award contracts greater than \$100,000.
- c. If a consulting engagement that has been awarded administratively then exceeds the approval threshold of \$100,000, the Deputy City Manager shall immediately prepare a report to City Council providing a status update and requesting approval to proceed (if applicable).
- d. The Deputy City Manager shall be responsible for ensuring that any substantive clause changes to the standard consulting services agreement are reviewed by the City Solicitor (or delegate) and the agreement is executed by the Mayor and Clerk.
- e. The Deputy City Manager shall be responsible for obtaining and submitting the appropriate insurance and WSIB documents to Risk Management.
- f. The Deputy City Manager shall be responsible for ensuring that all proposal responses and decision-making rationale are retained in the client Service Area files in accordance with City Council approved by-laws for records retention, or a minimum of two (2) years.
- g. The Deputy City Managers shall provide the Manager of Purchasing and Supply Senior Manager, Procurement and Supply, on an annual basis, no later than March 1, administrative awards made in their area to any Professional Consulting Service firms (Sections 15.2 and 15.3) with an aggregate total greater than \$100,000. The Manager of Purchasing and Supply Senior Manager, Procurement and Supply shall coordinate data collection and prepare an annual Appointment of Professional Consulting Services report for submission to City Council, no later than April 30.

15.2 Consulting Engineers, Architects, Landscape Architects and Environmental Consultants

The selection of Professional Consulting Services will follow the requirements of Section 15.1; and

- a. The City's appointment of Consulting Engineers, Architects, Landscape Architects and Environmental Consultants Policy is adapted from the National Best Practice for Consultant Selection as described in more detail in the current council adopted City of London Grouped Consultant Selection Process.
- b. A list of pre-approved firms (Consulting Engineers, Architects, Landscape Architects and Environmental Consultants) that provide professional consulting services shall be established by the Deputy City Manager for their respective areas. This candidate firm list shall be supplied to the ~~Manager of Purchasing and Supply~~ Senior Manager, Procurement and Supply on a bi-annual basis, no later than March 1st and September 1st.
- c. Assignments for projects which have estimated fees of less than \$100,000 shall be awarded by the Deputy City Manager or delegate, as per 8.5 c. to listed candidate firms based on an evaluation of the firm's competency, expertise, costs, past performance on City projects, available capacity, and the size of their operation and the particulars of the work to be done.
- d. Assignments for projects which are more complex in nature but which are within the capability of firms included on the above-mentioned pre-approved list and have estimated fees between \$100,000 and the ~~CETA-CFTA~~ threshold for goods and services limit as amended, shall be assigned on the basis of a proposal submitted by a minimum of three (3) qualified firms from the list stating their approach to the proposed project and their experience and knowledge of projects of a similar nature. Grouped Consultant Selection process may be undertaken for more than one project if the projects are similar in nature, the consultants possess the skills necessary to undertake this type of work and efficiencies are realized by the City. The process for undertaking grouped consultant selections is further described in the latest version of the council adopted City of London Grouped Consultant Selection Process.
- e. Assignments for complex projects, or projects with estimated consulting fees greater than the ~~CETA-CFTA~~ threshold for goods and services limit as amended, shall be awarded based on a two (2) stage process with the first stage being an open, publicly advertised expression of interest/pre-qualification stage (REOI/~~RFQUAL~~ RFPQ), and the second being a RFP of the short-listed firms, of which there shall be a minimum of three (3) qualified firms stating their approach to the proposed project and their experience and knowledge of projects similar in nature.
- f. The assignments outlined in parts d) and e) above and their related budget shall be subject to the approval of City Council. Prior to award by City Council, City staff will negotiate with the recommended consultant to establish

estimated personnel costs and other charges required for these assignments. It is anticipated that an upset fee will be established for the first phase of the project as directed by the Deputy City Manager. City Council approval will be for the entire project noting that the consultant shall obtain the approval of the appropriate Deputy City Manager to proceed with subsequent phases to upset limits as appropriate to the work within the limit of the budget.

- g. A consulting firm which has satisfactorily partially completed a project may be recommended for award of the balance of a project without competition subject to satisfying all financial, reporting and other conditions contained within this Policy. This should be to the financial advantage of the City due to the fact that such a consultant has specific knowledge of the project and has undertaken work for which duplication would be required if another firm were to be selected.

15.3 Other Professional Consulting Services

The selection of Professional Consulting Services which are not included under Section 15.2 will follow the requirements of Section 15.1; and

- a. Projects which have estimated fees of less than \$100,000 may be awarded by the Deputy City Manager in consultation with the ~~Manager of Purchasing and Supply~~ Senior Manager, Procurement and Supply under the following circumstances:
 - i. the project requires special knowledge, skills, expertise or experience; or
 - ii. another organization is funding or substantially funding the project and has already selected a preferred firm and/or strict timelines have been placed on the funding; or
 - iii. the confidential nature of the project is such that it would not be in the public interest to solicit competitive bids; or
 - iv. the preferred firm has already been selected through a formal procurement process by another public body to provide same or similar services; or
 - v. the project requirement meets the definition of Sole Source, Section 14.3.
- b. The Deputy City Manager is responsible for detailing the rationale supporting their decision to award the recommended firm.
- c. Under this section, all professional consultant proposals must include, at minimum:
 - i. Schedule of fees;
 - ii. Methodology and timeline to complete project;

- iii. Demonstrated experience and qualifications required to perform project; and
 - iv. List of personnel who will be directly involved in the completion of the project.
- d. All requirements for Other Professional Consulting Services (section 15.3) not meeting the selection requirements of section 15.3 a. shall follow the RFP process outlined in section 12.0.

16. Blanket Purchase Contracts

16.1 A Request for a Blanket Purchase Contract may be used where:

- a. One (1) or more clients repetitively order the same goods or services and the actual demand is not known in advance; and
- b. A need is anticipated for a range of goods and/or services for a specific purpose, but the actual demand is not known at the outset, and delivery is to be made when a requirement arises.

16.2 [PurchasingProcurement](#) and Supply shall establish and maintain Blanket Purchase Contracts that define source and price with selected suppliers for all frequently used goods or services.

16.3 To establish prices and select sources, [PurchasingProcurement](#) and Supply shall employ the provisions contained in this Policy for the acquisition of goods and/or services and construction labour and materials.

16.4 More than one (1) supplier may be selected for the supply of goods or services where it is in the best interests of the City.

16.5 Where procurement action is initiated by a Service Area for frequently used goods or services, it is to be made with the supplier or suppliers listed in the Blanket Purchase Contract.

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

17. Requirement for Approved Funds

17.1 The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts within City Council approved budget.

- 17.2 Where goods and/or services are routinely purchased or leased on a multi-year basis, the exercise of authority to award a contract is subject to:
- a. The identification and availability of sufficient funds in appropriate accounts for the current year within City Council approved budget;
 - b. The requirement for the goods or services will continue to exist in subsequent years and, in the opinion of the City Treasurer, the required funding can reasonably be expected to be made available; and
 - c. The contract containing a provision that the supply of goods or services in subsequent years is subject to the approval by Committee and City Council of the Service Area estimates to meet the proposed expenditures.

17.3 Construction Tender Call Before and After Approvals

- a. Following the adoption of the capital budget by City Council, the ~~Manager of Purchasing and Supply~~ Senior Manager, Procurement and Supply is authorized to call tenders for municipal construction projects and the acquisition of equipment.
- b. Notwithstanding Section 17.3.a., the ~~Manager of Purchasing and Supply~~ Senior Manager, Procurement and Supply is authorized to obtain, ~~prior to the adoption of the capital budget by City Council,~~ sealed bids for material construction projects and equipment, prior to the adoption of the capital budget by City Council, provided that the documents include a clause specifically stating that the acceptance of a bid and placing of the order is subject to budget approval by Committee and City Council and the items specified are subject to change in quantity and/or deletion.

18. Purchasing Cards

18.1 General

- a. Service Area approved employees will be issued Purchasing Cards to use for low-dollar purchases of goods and/or services in support of sound business practices. Purchasing Card provision is based on the need to purchase goods and services for the City and the card may be revoked based on change of assignment or location. The provision of a Purchasing Card is not an entitlement nor reflective of title or position. Cardholders should be mindful that the Purchasing Card is a credit card and the transactions charged to it are ultimately paid for with public funds.
- b. Benefits of the Corporate Purchasing Card program accrue at the Corporate Finance level by reducing the number of invoices and cheques processed at

the supplier level by reducing their invoicing to the City, and the turnaround time for payment.

- c. No employee shall use a Purchasing Card to purchase goods and/or services unless appointed and authorized by the employee's Deputy City Manager (or delegate). Any use of a Purchasing Card shall be in accordance with the Procurement of Goods and Services Policy and all other applicable City by-laws and policies. The requirements for low dollar purchases are specifically covered under Section 9 of the Procurement of Goods and Services Policy. Deputy City Managers are ultimately responsible for ensuring that purchases within their Service Area are made in accordance with the applicable by-laws and policies.
- d. A Purchasing Card will be issued once the employee has read, signed and submitted the Cardholder Responsibility-Acknowledgement Form to the Program Administrator, which sets out in writing the employee's responsibilities and restrictions regarding the use of the Purchasing Card.
- e. All Purchasing Cards issued will have a predetermined 'single transaction limit', a 'monthly credit limit' and 'blocked commodities' as determined and authorized by the applicable Deputy City Manager (or delegate) and the City Treasurer. All Purchasing Cards will be blocked from obtaining cash advances. (Cash advances may be permitted in the event of an emergency as deemed necessary and pre-approved by the Cardholder's Deputy City Manager).
- f. The dollar limit for individual purchases and monthly spending limit for each employee will be determined by the Deputy City Manager (or delegate) of their Service Area based on their expected level of procurement and type of procurement. Cardholder limits for single or monthly transactions exceeding the low dollar procurement threshold set out in section 9 of this policy must be approved in writing by the [Manager of Purchasing and Supply](#) and fall within a predetermined limit structure.
- g. Suppliers will not be rejected for refusing to accept the Purchasing Card.
- h. The City assumes liability for all authorized charges on the Purchasing Cards, not the individual cardholder.

18.2 Program Administration, Audit and Monthly Reconciliation

- a. Oversight and administration of the Purchasing Card program is the responsibility of Financial Services and a Program Administrator has been identified in this area. The Program Administrator will maintain a master list of

all Purchasing Cards and their limits. In addition, the Program Administrator will establish reporting mechanisms for monthly reconciliation of accounts.

- b. All transactions are subject to review by internal and/or external audit groups. Quarterly reviews to ensure compliance with the Procurement of Goods and Services Policy will be performed by the [Manager of Purchasing and Supply](#) [Senior Manager, Procurement and Supply](#). Periodic reviews to ensure compliance with other approved Council by-laws and policies will be performed by Financial Services. All serious compliance issues will be reported to the City Treasurer and Internal Auditor. Less significant compliance issues will be directed to the cardholder's supervisor/manager. A record of all compliance issues will be maintained by the Program Administrator.
- c. All requests for Purchasing Cards, maintenance forms and other documents are to be submitted to the Program Administrator for review and processing. Cardholder or cardholder representatives are not permitted to submit forms directly to the bank. All original cardholder agreements and other cardholder maintenance forms are to be maintained by the Program Administrator.
- d. Payment will automatically be withdrawn from the General Operating Bank Account following the monthly statement date. If individual cards have not been reconciled and approved for payment by the deadline each month, expenditures will be charged directly to the default cost center attached to the card. The Cardholder, with the assistance of Service Area representatives; are responsible to ensure that the statement is submitted and the expenditures are allocated to the correct general ledger accounts.
- e. Reconciled and authorized monthly statements are to be submitted to Corporate Finance no later than the last working day of the month. Each transaction must include an explanation or purpose of the expenditure. Prior to approval, the Cardholder is responsible for detecting and addressing merchant errors or fraudulent activity appearing on the monthly statement.
- f. Cardholders shall provide original detailed and itemized receipts for each transaction with the monthly cardholder statement. If circumstances arise where a detailed receipt cannot be obtained, a Declaration Form may be submitted in place of a detailed receipt. Declaration Form limits and procedures shall be determined by the City Treasurer (or delegate).

18.3 Responsibilities and Restrictions

- a. The Purchasing Card shall not be used:

- i. for any purchase of goods and/or services that are prohibited under the Procurement of Goods and Services Policy or any other City by-law or policy;
 - ii. for personal use other than incidental personal use as part of a business expense, which must be reimbursed at the time of the monthly reconciliation;
 - iii. when the total purchase price exceeds the single purchase limit on the card;
 - iv. when an exclusive contract with another supplier is in effect for the goods and/or service (unless pre-authorized in writing by the Manager of Purchasing and Supply Senior Manager, Procurement and Supply);
 - v. for items which are stocked at Supply Services except under extenuating circumstances;
 - vi. for any computer software, hardware and/or telecommunications equipment such as telephones, cellular phones, tablets and mobile radios except by designated staff in the-Information -Technology Services Division as-authorized by the Director, Information Technology Services (or delegate); and
 - vii. for the purchase of services involving contractors.
- b. The following items require pre-authorized written approval by the cardholder's Deputy City Manager:
- i. The purchase of prepaid gift cards, prepaid gift certificates, prepaid grocery cards, or any other prepaid merchant cards; or
 - ii. The purchase of alcohol while on City business, team building, employee appreciation, or otherwise. Note: alcohol purchased for resale to the public at City facilities (e.g., Golf Courses) is exempted from this specific restriction.

A copy of the written approval must be included with the monthly statement when submitted to Financial Services.

- c. Individual transactions are not to be subject to splitting or stringing, which is the practice of committing multiple purchasing card transactions to circumvent delegated authority levels and thus bypassing the City's competitive bidding process, nor are Purchasing Cards to be used on a repetitive basis to circumvent prescribed approval authority limits. With the appropriate approvals, cardholder limits may be increased either temporarily or permanently based on need by contacting the Program Administrator or submitting an authorized Cardholder Maintenance Form.

- d. All refunds and credits must be applied to the original Purchasing Card. Where supplier return policies allow, cardholders are not to return products for refunds in the form of cash, gift cards or other prepaid cards.
- e. Permanent full-time employment status is required to obtain a Purchasing Card. Students, contractors, consultants or seasonal employees will not be granted a card except under special circumstances and approved in writing by the City Manager.
- f. The Purchasing Card is user-specific and therefore no employee shall attempt to purchase an item using a card issued to another employee. Delegation of authority is not permitted in making transactions.
- g. The cardholder's supervisor/manager is responsible for notifying the Program Administrator immediately upon any change in the cardholder's employment status. This includes, but is not limited to termination, layoff, leave of absence and long-term disability. If applicable, the plastic card should also be returned to the Program Administrator.
- h. Employees will adhere to the Corporation's Code of Conduct, An example of prohibited behaviour includes using one's position with the Corporation to secure advantage, benefit, favour, additional compensation and/or service for including but not limited to, oneself, relatives, friends or associates. This includes the selection of a supplier based upon 'air miles' or 'reward points' that reward customers for purchases.
- i. When a Purchasing Card is used to procure goods and/or services (including meals or items that would be considered personal in nature) and two (2) or more City employees are present, the most senior person in organizational authority must pay for the expenditure and prepare the respective monthly cardholder statement. If this is not feasible, the cardholder statement listing the expenditure shall be approved by the manager or Expense Review Officer, as outlined in the Corporate Travel and Business Expense Policy of the most senior person in authority present.

18.4 Purchasing Card Security and PIN

Cardholders must protect and maintain security on the Purchasing Card by:

- a. safeguarding the Purchasing Card and PIN;
- b. not sharing the Purchasing Card with another individual;
- c. not leaving the Purchasing Card information with merchants unless authorized by the ~~Manager of Purchasing and Supply~~ Senior Manager, Procurement and Supply; and
- d. not referencing Purchasing Card account numbers and expiry dates in emails.

18.5 Misuse and/or Failure to Meet Cardholder's Responsibilities

Misuse of the Purchasing Card and/or failure to meet any of the Cardholder's responsibilities may result in cancellation of the employee's authority to use a Purchasing Card and/or further disciplinary action up to and including termination of employment.

19. Bid Administration

19.1 Submission of Bids

The City uses an electronic bidding system. The bidding rules are contained within the system.

19.2 Bid Irregularities

Where a bid is received that includes irregularities, the City will follow the protocol as appropriate for the particular irregularity. The protocol for bid irregularities and their associated responses are detailed in Schedule "C". Mandatory Requirements MUST be met or there will be an Automatic rejection.

19.3 No Acceptable [Bids](#) or Equal Bids

- a. Where bids are received that exceed budget, are not responsive to the requirement, or do not represent fair market value, a revised competitive bid shall be issued in an effort to obtain an acceptable bid unless Section 19.3.b applies.
- b. The Deputy City Manager and the ~~Manager of Purchasing and Supply~~[Senior Manager, Procurement and Supply](#) jointly may waive the need for a revised competitive bid and enter into negotiations with the lowest responsive bidder, emanating from a competitive bid, under the following circumstances:
 - i. the total cost of the lowest responsive bid is in excess of the funds appropriated by City Council for the project; and
 - ii. the Deputy City Manager and the ~~Manager of Purchasing and Supply~~[Senior Manager, Procurement and Supply](#) agree that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the competitive bid.
- c. The method of negotiation shall be those accepted as standard negotiating procedures that employ ethical public procurement practices in consultation with the ~~Manager of Purchasing and Supply~~[Senior Manager, Procurement and Supply](#).
- d. In the case of building construction contracts, where the total cost of the lowest responsive bid is in excess of the appropriation made by City Council, negotiations shall be made in accordance with the guidelines established by the Canadian Construction Documents Committee and in consultation with the ~~Manager of Purchasing and Supply~~[Senior Manager, Procurement and Supply](#).
- e. The City reserves the right in its absolute and sole discretion to cease negotiations and reject any offer.

- f. In the unlikely event that two (2) or more compliant equal bids are submitted during a competitive bid process, [Purchasing/Procurement](#) and Supply will offer an opportunity for bidders to re- bid. Should a tie persist, the following factors will be considered:
 - i. payment discount;
 - ii. when delivery is an important factor, the bidder offering the best delivery date is given preference;
 - iii. a bidder in a position to offer better after sales service, with a good record in this regard shall be given preference;
 - iv. a bidder with an overall satisfactory performance record shall be given preference over a bidder known to have an unsatisfactory performance record or no previous experience with the City; and
 - v. if the considerations above do not break the tie, equal bidders shall draw straws in no preferential order held by the [Manager of Purchasing and Supply/Senior Manager, Procurement and Supply](#) (or delegate) and witnessed by a member of the [Purchasing/Procurement](#) and Supply Team. The bidder who draws the longest straw will be the winner, and thus breaking the tie.

19.4 Only One Bid Received

- a. In the event only one bid is received in response to a competitive bid, the [Manager of Purchasing and Supply/Senior Manager, Procurement and Supply](#) may return the unopened bid to the bidder when, in the opinion of the Deputy City Manager (or delegate) and the [Manager of Purchasing and Supply/Senior Manager, Procurement and Supply \(or delegate\)](#), using criteria, based on the number of bids which might reasonably be expected on a given type of bid, additional bids could be secured. In returning the unopened bid, the [Manager of Purchasing and Supply/Senior Manager, Procurement and Supply](#) shall inform the bidder that the City may be re-issuing the competitive bid at a later date.
- b. In the event that only one bid is received in response to a request for competitive bid, the bid may be opened and evaluated in accordance with the City's usual procedures when, in the opinion of the Deputy City Manager (or delegate) and the [Manager of Purchasing and Supply/Senior Manager, Procurement and Supply \(or delegate\)](#), the bid should be considered by the City. If, after evaluation by the Deputy City Manager (or delegate) and the [Manager of Purchasing and Supply/Senior Manager, Procurement and Supply \(or delegate\)](#), the bid is [acceptable, an award will follow the irregular result process described in Section 8.10. If the bid is](#) found not to be acceptable,

~~they may follow~~ the procedures set out in Section 19.3.a. may be followed, with necessary modifications.

- c. In the event that the bid received is found acceptable, it will be awarded as an Irregular Result under Schedule “A” of this Policy.

19.5 Exclusion of Bidders Due to Poor Performance

- a. The City Treasurer may, in consultation with the City Solicitor, prohibit unsatisfactory suppliers and contractors from bidding on any future competitive bids for a time period appropriate with the results of the performance evaluation process as outlined in Section 20.5.
- b. Suppliers may also be prohibited from bidding on any future contract if they maintain offices, Managing Directors, or employees who are also officers, Managing Directors or employers of suppliers who have already been prohibited from bidding based on the results of the performance evaluation process as outlined in Section 20.5 of this Policy.

19.6 Exclusion of Bidders in Litigation and disputes or appeals of contract awards

- a. The City may, in its absolute sole discretion, reject a bid submitted if the bidder, or any officer or Managing Director of the bidder is or has been engaged, either directly or indirectly through another Corporation or personally, in a legal action against the City, its elected or appointed officers and employees in relation to:
 - i. any other contract or services; or
 - ii. any matter arising from the City’s exercise of its powers, duties, or functions; or
 - iii. a dispute and/or an appeal of contract awards as per section 2.9.
- b. In determining whether or not to reject a bid under this clause, the City will consider whether the litigation is likely to affect the bidder’s ability to work with the City, its consultants and representatives, and whether the City’s experience with the bidder indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder.

20. Contract Administration

20.1 Contractual Agreement

- a. The award of a contract may be made by way of an Agreement, Contract Record or Purchase Order.

- b. A Purchase Order or Contract Record is to be used when the resulting contract is straightforward and will contain the City's standard terms and conditions.
- c. Agreement is to be used when the resulting contract is complex and will contain terms and conditions other than the City's standard terms and conditions.
- d. It shall be the responsibility of the Deputy City Manager (or delegate) with the [Manager of Purchasing and Supply](#) [Senior Manager, Procurement and Supply](#) and/or the City Solicitor to determine if it is in the best interest of the City to establish an agreement with the supplier.
- e. Where it is determined that Section 20.1.d is to apply, the agreement shall be reviewed for execution by the City Solicitor.
- f. Where an agreement is required, as a result of the award of a contract by delegated authority, the Mayor and City Clerk shall execute the agreement in the name of the City.
- g. Where an agreement is issued, [Purchasing](#) [Procurement](#) and Supply may issue a Purchase Order or Contract Record incorporating the formal agreement.
- h. Where an agreement is not required, [Purchasing](#) [Procurement](#) and Supply shall issue an authorized Purchase Order or Contract Record incorporating the terms and conditions relevant to the award of contract.

20.2 Exercise of Contract Renewal Options

- a. Where a contract contains an option for renewal, the Deputy City Manager, [or delegate](#), may authorize [Purchasing](#) [Procurement](#) and Supply to exercise such option, [as per 8.5 b](#), provided that all of the following apply:
 - i. the supplier's performance in supplying the goods and/or services or construction is considered to have met the requirements of the contract;
 - ii. any price increases are consistent with the prevailing market conditions for the goods or services being purchased;
 - iii. the facts justifying the decision to award this supplier previously are still relevant at the time of contract renewal;
 - iv. funds are available or will be available in appropriate accounts within City Council approved budget, including authorized revisions, to meet the proposed expenditure;
 - v. The [report to Committee](#) [and City Council](#) ~~report~~, if applicable, clearly identified the options to extend;

- vi. the Deputy City Manager, or delegate, and the Manager of Purchasing and Supply Senior Manager, Procurement and Supply, or delegate, agree that the exercise of the option is in the best interest of the City; and
 - vii. compliance with Sections i. through v. is documented, authorized by the Deputy City Manager, and forwarded to Purchasing Procurement and Supply.
- b. Approval for contract renewals and extensions shall be governed by Section 8.5 and Schedule “A”.

20.3 Contract Amendments

- a. No amendment to a contract shall be made unless the amendment is in the best interest of the City.
- b. No amendment that changes the price of a contract shall be agreed to without a corresponding change in requirement or scope of work.
- c. Amendments to contracts are subject to the identification and availability of sufficient funds in appropriate accounts within City Council approved budgets including authorized amendments.
- d. Deputy City Managers or delegates may authorize amendments, as per 8.5 c, when:
 - i. the total amended value of the contract (original contract plus amendment) is within the approval limit as noted in Schedule “A”; or
 - ii. the contract amendment will not exceed the Council approved source of financing by an amount greater than \$50,000 or 3% of original contract value, whichever is greater, and there are funds available.
- e. City Council must authorize contract amendments, as per 8.5 a, when:
 - i. the total amended value of the contract will be greater than the administrative (Deputy City Manager) approval threshold; or
 - ii. the total amended value of the contract will exceed the Council approved source of financing by an amount greater than \$50,000 or 3% of original contract value, whichever is greater, and there are funds available.

20.4 Execution and Custody of Documents

- a. The Mayor and City Clerk are authorized as per By-law A-1 or resolution by Council to execute formal agreements in the name of the City for which the award was made by delegated authority.

- b. [PurchasingProcurement](#) and Supply shall have the authority to execute Purchase Orders and/or Contract Records issued in accordance with this Policy.
- c. [PurchasingProcurement](#) and Supply shall be responsible for the safeguarding of all original procurement and contract documents/records for the contracting of goods, services or construction for which the award is made by delegated authority.
- d. Deputy City Managers are responsible for executing and retaining all documents in accordance with Section 10.3.e of this Policy.

20.5 Performance Evaluation

- a. At the outset of a project, the client Service Area manager shall institute a performance evaluation process in contracts where the Manager and/or [PurchasingProcurement](#) and Supply determine that a performance evaluation would be appropriate.
- b. The performance evaluation shall rate the performance of the supplier, contractor or consultant on standard criteria adopted from time to time (i.e. failure to meet contract specifications, terms and conditions, health and safety violations, etc.). A copy of the introductory letter and performance evaluations shall be provided to the supplier, contractor or consultant in advance of the contract, and shall remain constant for the duration of the contract. Performance issues must be noted in writing with a copy to the supplier, [PurchasingProcurement](#) and Supply and a copy to the Service Area project file. Performance issues must also be noted in any project meeting minutes.
- c. On completion of the project, the client Service Area manager will meet with [PurchasingProcurement](#) and Supply to review the evaluation. All supporting documents pertaining to any substandard performance and comments must be attached to the evaluation document. [PurchasingProcurement](#) and Supply will forward a copy of the completed evaluation to the supplier, contractor or consultant for their records. The supplier, contractor or consultant may request a meeting with the client Service Area manager and a representative from [PurchasingProcurement](#) and Supply to discuss the evaluation and shall have twenty (20) calendar days following delivery of the evaluation to request an appeal. This appeal shall be forwarded to [PurchasingProcurement](#) and Supply.
- d. The appeal shall be conducted by a dispute committee which will hear from both City staff or its consultants and the supplier at a time and place appointed in writing by the Committee. The decision of the Dispute Committee shall be in writing and it shall be final.

- e. The performance evaluation shall determine whether a supplier, contractor or consultant will:
 - i. be allowed to renew a contract with the City;
 - ii. be placed on a probationary list for a minimum of two (2) years during which time they shall be permitted to bid or propose work for the City with the understanding that the work will be closely monitored; or
 - iii. be prohibited from bidding on any contracts with the City during a three (3) year period, followed by a one (1) year probationary period after re-instatement as provided for in Section 19.5.
- f. In reaching a decision, the Dispute Committee shall rely upon the evaluation criteria determined in advance of the project and the results of prior performance evaluations relating to other contracts performed by the same supplier.
- g. No tender, proposal or quotation will be accepted from any supplier during the term of the suspension.

21. General

21.1 Cooperative Purchasing/Procurement

- a. The City may participate with other government agencies or public authorities in cooperative purchasing/Procurement where it is in the best interests of the City to do so.
- b. The decision to participate in cooperative purchasing/Procurement agreements will be made by the Manager of Purchasing and Supply/Senior Manager, Procurement and Supply.
- c. The individual policies of the government agencies or public authorities participating in the cooperative competitive bid are to be the accepted by-law for that particular competitive bid.

21.2 Direct Solicitation

- a. Unsolicited proposals received by the City shall be referred to the Manager of Purchasing and Supply/Senior Manager, Procurement and Supply, or delegate, for review.
- b. Any procurement activity resulting from the receipt of an unsolicited proposal shall comply with the provisions of this Policy.
- c. A contract resulting from an unsolicited proposal shall be awarded on a non-competitive basis only when the procurement complies with the requirements

of a non-competitive procurement, as detailed in Section 14, [or is exempt from the Policy as per Schedule B.-](#)

21.3 Resolution of Questions

Any question involving the meaning or application of this Policy is to be submitted to the City Treasurer who will resolve the question.

21.4 Access to Information

- a. The disclosure of information received relevant to the issue of competitive bids or the award of contracts emanating from competitive bids shall be made by the appropriate officers in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended.
- b. All records and information pertaining to competitive bids, which reveal a trade secret or scientific, technical, commercial, financial or other labour relations information, supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:
 - i. significantly prejudice the competitive position or significantly interfere with the contractual or other negotiations of a person, corporation or other entity that responds, or intends to respond to a request for bids;
 - ii. result in similar information no longer being supplied to the City where it is in the public interest that similar information continues to be so supplied;
 - iii. result in undue loss or gain to any person, group, committee or financial institution or agency; or
 - iv. result in information whose disclosure could reasonably be expected to be injurious to the financial interests of the City.

21.5 Local or Geographical Preference

The City shall not give any local or geographical preference during the competitive bid process. The City may mandate certain bona fide on-site response time requirements for specific situations.

21.6 Terms and Conditions

All standard City Terms and Conditions for all procurement activities will govern unless there is written approval for the proposed changes from the Client Deputy City Manager and the City Solicitor.

21.7 Receipt of Goods

- a. Deputy City Managers or any employee exercising delegated authority approval shall:

- i. arrange for the prompt inspection of goods on receipt to confirm conformance with the terms of the contract; and
 - ii. inform [Purchasing/Procurement](#) and Supply of discrepancies immediately.
- b. [Purchasing/Procurement](#) and Supply shall coordinate an appropriate course of action with the Deputy City Manager for any non-performance or discrepancies.

~~21.8 [City of London Regional Water Supply Division](#)~~

~~This Policy will apply to all City of London Regional Water Supply Division procurement up to the approvals required by Committee and City Council. Approvals beyond these dollar value thresholds will be made by the Joint Boards of Management for the Lake Huron and Elgin Area Water Supply Systems.~~

~~21.9~~21.8 Application of Trade Agreements

This Policy is subject to applicable Trade Agreements, [including the Canadian Free Trade Agreement \(CFTA\) and the Comprehensive Economic and Trade Agreement \(CETA\)](#).

SCHEDULE “A” – Levels of Contract Approval Authority

Sales taxes, excise taxes, goods and service taxes and duties shall be excluded in determining the price of a contract for the supply of goods or services for the purpose of the relationship of the price to the preauthorized expenditure limit. In the case of multi-year supply and/or service contracts, the preauthorized expenditure limit shall refer to the estimated annual expenditure under the contract. Emergencies as defined in Section 14.2 are exempt from this Approval Authority.

Dollar Value (excluding taxes, duty or shipping)	Tool / Procurement Process	Approval Authority	Policy Section
Under \$15,000	Purchasing Card or Purchase Order	Deputy City Manager or any employee exercising delegated authority approval	9
Greater than \$15,000 up to \$50,000	IRFQ (Informal Request for Quotation) – three written quotes. Note: A copy of the quotes must be provided to Purchasing/Procurement and Supply for their records.	Deputy City Manager or any employee exercising delegated authority approval	10
Greater than \$50,000 to \$100,000	RFQ	Deputy City Manager or any employee exercising delegated authority approval and jointly with Manager of Purchasing and Supply Senior Manager, Procurement and Supply, or delegate (jointly)	11
Up to \$100,000	RFP – note that Irregular Results greater than \$15,000 require Committee and City Council Approval.	Deputy City Manager or any employee exercising delegated authority approval jointly with Senior Manager, Procurement and Supply, or delegate and Manager of Purchasing and Supply (jointly)	12

Dollar Value (excluding taxes, duty or shipping)	Tool / Procurement Process	Approval Authority	Policy Section
Greater than \$100,000 to \$6,000,000	RFT without an Irregular Result	Deputy City Manager or any employee exercising delegated authority approval <u>jointly with Senior Manager, Procurement and Supply, or delegate and Manager of Purchasing and Supply (jointly)</u>	13
Greater than \$6,000,000	RFT	Committee and City Council	13
Greater than \$100,000	All <u>RFP and RFQ</u> /and RFT with an Irregular Result	Committee and City Council	11,12,13 & 8.10
Up to \$50,000	Single Source or Sole Source	Deputy City Manager <u>or any employee exercising delegated authority approval and jointly with Manager of Purchasing and Supply</u> Senior Manager, Procurement and Supply, or delegate (jointly) – requires documented rationale	14.3, & 14.4 & 14.5
Greater than \$50,000	Single Source or Sole Source	Committee and City Council	14.3, & 14.4 & 14.5
Less than \$6,000,000	Contract <u>Extensions Renewals</u> – previously approved by City Council	Deputy City Manager <u>or any employee exercising delegated authority approval and jointly with Manager of Purchasing and Supply</u> Senior Manager, Procurement and Supply, or delegate (jointly) – requires documented rationale	20.2

Dollar Value (excluding taxes, duty or shipping)	Tool / Procurement Process	Approval Authority	Policy Section
Greater than \$6,000,000	Contract Extensions Renewals – previously approved by City Council	Committee and City Council	20.2
Up to \$50,000 or 3% of the original Contract Value	Contract Amendments – subject to availability of sufficient funds in appropriate accounts and budget	Deputy City Manager or any employee exercising delegated authority approval OR Committee and City Council	20.3, 4.6
Exceeding \$50,000 or 3% of the original Contract Value	Contract Amendments – subject to availability of sufficient funds in appropriate accounts and budget	Committee and City Council	20.3, 4.6

Note: The City Manager may also exercise the approval authority of a Deputy City Manager.

Note: For all IRFQ, RFQ, RFP, RFT as outlined under policy sections 8.10, 10, 11, 12, and 13, the criteria and analysis to determine best value must be clearly documented if not the lowest bid.

SCHEDULE “A” – Levels of Contract Approval Authority [Continued]

For the Appointment of Professional Consulting Services:

Dollar Value (excluding taxes, duty or shipping)	Tool / Procurement Process	Approval Authority	Policy Section
Less than \$100,000	Appointment from Pre- approved List	Deputy City Manager, <u>or</u> <u>delegate</u>	15.2(c)
\$100,000 to the CETA threshold for goods and services limit as amended.	Proposals invited from 3 Firms on Pre-approved List	City Council	15.2(d)
Greater than the CETA threshold for goods and services limit as amended.	Two stages: REOI/ RFQUAL <u>RFQP</u> and RFP	City Council	15.2(e)

Note: The City Manager may also exercise the approval authority of a Deputy City Manager.

SCHEDULE “B” – Goods and/or Services NOT Subject to this Policy. Qualification for exemption shall be determined by the City Treasurer (or delegate). As per Section 2.11.

1. Training and Education including:
 - i. Conferences, Seminars, Courses and Conventions;
 - ii. Magazines, Subscriptions, Periodicals;
 - iii. Memberships;
 - iv. Staff Development;
 - v. Staff Workshops; and
 - vi. Staff Relations
2. Refundable Employee Expenses in accordance with the Travel and Business Expense Policy.
3. Corporate General Expenses including:
 - i. Payroll and Payroll Deductions;
 - ii. Medicals;
 - iii. Insurance Premiums, Claim Settlements and Adjuster Services;
 - iv. Tax Remittances, GST/HST Cost Recovery Reviews and WSIB Remittances;
 - v. Charges to and from Other Government Agencies;
 - vi. Development Charges;
 - vii. Postage;
 - viii. Advertising as required by the Municipal Act;
 - ix. Retirement Recognition Awards;
 - x. Investment Management Services; and
 - xi. Employee Group Benefits, Compensation, Programs, Consulting and Reviews
4. Licenses, certificates and other approvals required.
5. Election materials - The City Clerk has the authority to purchase goods, services and equipment considered necessary or advisable to carry out the requirements of the Municipal Elections Act, R.S.O. 1996, as amended. The City Clerk shall wherever possible be guided by the provisions of this Policy.

6. Ongoing maintenance and actions to maintain present functionality of existing computer hardware and software. All requests for purchases of computer systems ([new or additional](#) hardware and software that will be connected to the corporate network) must be reviewed by Information Technology Services and expressly authorized, in writing, by the Director, Information Technology Services (or delegate).
7. Professional and skilled services provided to individuals as part of approved programs within Corporate or Community Services including but not limited to medical services, home care services, counseling services and child-care.
8. Professional and special services up to \$100,000, or defined more specifically in another City by- law or Council Policy, including, but not limited to:
 - i. Additional Non-recurring Accounting and Auditing Services;
 - ii. Public Debenture Sales;
 - iii. Realty Services for Lease, Acquisition, Demolition, Sale and Appraisal of Land and Property, including Appraisal and Consulting Services relating to matters of Expropriation;
 - iv. Performance / Artist's Fees;
 - v. Property Tax Bill Printing and Mailing Services; and
 - vi. Integrity Commissioner Services

Professional and special services exceeding \$100,000 must follow the approval process outlined [in](#) Schedule "A".

9. Utilities - Water and Waste Water, Electricity, Electrical Inspection Services, Phone and Natural Gas.
10. Construction work completed by Railways (CN and CP) and billed to the City.
11. Urgent Facilities [and/or Infrastructure](#) Maintenance/Repairs/Renovations as deemed appropriate by the City Treasurer and/or City Engineer with the concurrence of the City Manager.
12. Legal Services and Labour Relations Services as deemed appropriate by the City Solicitor and/or the Deputy City Manager, Enterprise Supports (or delegate) up to \$ 250,000.
13. Construction relocations as approved by the City Utilities Co-ordination Committee.
14. Services provided for City construction projects within a railway right-of-way as required by the rail authority having jurisdiction.

15. Revenue Generation Services provided to or by the City of London with the intent to generate revenue for the City.
16. Planning and Development or Re-development Projects to purchase, sell or repurpose property or other City assets.
17. Banking Services where covered by agreements and provided either directly by the City's contracted Banking Services provider or by one of the contracted Banking Services provider's strategic partners, affiliates or holdings as deemed appropriate by the City Treasurer and with the concurrence of the City Manager.
18. Acquisition, Lease or Sale/Disposal of Real Property are not subject to this Policy. Existing council policies; Real Property Acquisitions Policy, Lease Financing Policy, and Sale and Other Disposition of Land Policy are in place to guide these processes.
19. Grant Funding, given to or paid out by the City as per current Council approved Policies for Grants and/or agreements entered into by Council, which provides the criteria for how City of London Grant funding is provided. Grants not covered by these Policies or agreements must be approved by Council.

SCHEDULE “C” – Irregularities Contained in Bids

Irregularity	Response
1. Late bids.	Automatic rejection
2. Insufficient financial security (no bid deposit or insufficient bid deposit).	Automatic rejection
3. Failure to insert the name of the bonding company in the space provided for in the bid documents.	Automatic rejection
4. Failure to provide a letter of agreement to bond/ letter of guarantee where required.	Automatic rejection
5. Incomplete, illegible or obscure bids or bids which contain additions not called for, erasures, alterations, errors or irregularities of any kind.	May be rejected as informal – Mandatory Requirements must be met or Automatic rejection
6. Documents, in which all addenda have not been acknowledged.	Automatic rejection
7. Failure to attend mandatory site visit.	Automatic rejection
8. Bids received on documents other than those provided by the City.	Automatic rejection
9. Failure to insert the bidder’s business name in one of the two spaces provided in the bid documents.	Automatic rejection
10. Conditions placed by the bidder on the total contract price.	Automatic rejection

11. Bids containing minor mathematical errors

- a) ~~If the amount bid for a unit price item does not agree with the extension of the estimated quantity and the bid unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.~~ In a Price per Item bid, if the total price submitted for an item does not agree with the unit price, or the total price is blank, the unit price shall govern, and the total price will be corrected to agree with the unit price multiplied by the quantity.
- b) If both the unit price and the total price are left blank, then both shall be considered as zero.
- c) If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity.
- d) If the total price is left blank for a lump sum item, it shall be considered as zero.
- e) If the bid documents contain an error in addition and/or subtraction and/or transcription in the approved competitive bid documentation format requested (i.e., not the additional supporting documentation supplied), the error shall be corrected and the corrected total ~~contract price shall govern.~~ price shall supersede the erroneous total price submitted.
- f) Bid documents containing prices which appear to be so unbalanced as to likely affect the interests of the City adversely may be rejected.

SCHEDULE “D” - Statement of Ethics for Public Purchasers

The Ontario Public Buyers Association’s Code of Ethics is based upon the following tenets and all employees who are authorized to purchase goods and/or services on behalf of the City are to adhere to the following:

1. Open and Honest Dealings with Everyone who is Involved in the [PurchasingProcurement](#) Process. This includes all businesses with which this City contracts or from which it purchases goods and/or services, as well as all members of our staff and of the public who utilize the services of the [PurchasingProcurement](#) and Supply Team.
2. Fair and Impartial Award Recommendations for All Contracts and Tenders. This means that we do not extend preferential treatment to any supplier, including local companies. Not only is it against the law, but it is also not good business practice, since it limits fair and open competition for all potential suppliers and is therefore a detriment to obtaining the best possible value for each tax dollar.
3. An Irreproachable Standard of Personal Integrity on the Part of All Those Delegated as [PurchasingProcurement](#) Representatives for This City. Absolutely no gifts or favours are accepted by the [purchasingProcurement](#) representatives of this City in return for business or the consideration of business. Also, the [purchasingProcurement](#) representatives of this City do not publicly endorse one company in order to give that company an advantage over others.
4. Cooperation with Other Public Agencies in Order to Obtain the Best Possible Value for Every Tax Dollar. The City is a member of a cooperative [purchasingProcurement](#) group. Made up of several public agencies, this group pools its expertise and resources in order to practice good Value Analysis and to purchase goods and/or services in volume and save tax dollars.
5. Continuous Development of Purchasing Skills and Knowledge. All members of the [PurchasingProcurement](#) and Supply Team take advantage of the many opportunities provided by the Ontario Public Buyers Association to further their knowledge of good public purchasing principles and to maintain excellent skills.

SCHEDULE “E” – Materials Management Guidelines

1. Materials Management and Inventory Control

The ~~Manager of Purchasing and Supply~~Senior Manager, Procurement and Supply (or delegate) shall be solely responsible for the Supply Services of all inventory and warehouse operations at Greenway Pollution Control Plant, A.J. Tyler and Exeter Road Operations centers. A system of materials management and inventory control methods shall be used to maintain an adequate level of commodities to support and supply all Service Areas.

2. Inventory Control System

- a. A physical inventory of stock items shall be taken on a periodic basis.
- b. An adequate allowance for inventory obsolescence shall be maintained.

3. Control of Goods in Use

The ~~Manager of Purchasing and Supply~~Senior Manager, Procurement and Supply (or delegate) may periodically perform a physical count ~~and inventory~~ of all goods that are not in inventory but are used and stored by various Service Areas. The Deputy City Manager shall provide any necessary assistance required. As a result of such a review, goods may be placed into inventory, transferred, declared surplus or otherwise disposed.

4. No Separate Procurement of Commodities in Inventory

Commodities which are available from Supply Services inventory, and ~~which~~ are suitable for the intended end use, shall not be requisitioned or purchased on a direct charge basis.

5. Disposal of Materials and Equipment Considered to be Obsolete and/or Surplus

- a. All Service Areas shall notify the ~~Manager of Purchasing and Supply~~Senior Manager, Procurement and Supply (or delegate) when items become obsolete or surplus to their requirements. Options to allow for trade-in allowance will be considered when purchasing new equipment, however any trade-in value or salvage value recoverable from a project cannot be used to offset, reduce or change the value of the procurement for purposes of determining the appropriate procurement process to be followed under the Procurement Policy.
- b. The ~~Manager of Purchasing and Supply~~Senior Manager, Procurement and Supply (or delegate) shall be responsible for ascertaining if the items can be of use to another civic Service Area rather than disposed of.
- c. Items that are not claimed for use by another Service Area may be ~~offered for~~ disposed of by:

- i. General advertising to secure sealed bids,
- ii. public sale or auction, or other public sale,
- iii. direct negotiation where proceeds will not be less than net book value of asset, or
- iv. other disposition options most suitable for the equipment or material involved depending in the opinion of the Manager of Purchasing and Supply Senior Manager, Procurement and Supply (or delegate) on which method is most suitable for the equipment or material involved.

~~e.d.~~ _____ Auctions are held as required dependent upon individual circumstances such as delivery of replacement items and storage capacity.

~~d.e.~~ _____ The revenue from the sale of obsolete material shall be credited to the appropriate account(s).

6. Periodic Bids for Auctioneer Services

The Manager of Purchasing and Supply Senior Manager, Procurement and Supply (or delegate) is authorized to obtain sealed bids for auctioneer services on a periodic basis from qualified auctioneers.


7. Disposal of Materials and Equipment Considered to be Scrap

- a. Where scrap material is available for disposal, the relevant area Manager shall inform the Manager of Purchasing and Supply Senior Manager, Procurement and Supply (or delegate) who shall be responsible for the disposal of all scrap material belonging to the City.
- b. The Manager of Purchasing and Supply Senior Manager, Procurement and Supply (or delegate), after determining the value and possible alternate uses of the scrap material, may dispose of the material by:
 - i. general advertising to secure sealed bids;
 - ii. direct contact with the appropriate dealers to view the scrap and submit offers to purchase;
 - iii. public sale or auction; or
 - iv. other disposition methods as deemed appropriate.
- c. The revenue from the sale of scrap material shall be credited to the appropriate account(s).

Proclamation Request Form

Requests for the issuance of proclamations are governed by Council Policy (excerpted below). Requests must be received at least six (6) weeks in advance of the requested issuance date and may be emailed to the City Clerk at ClerksApprovalRequests@london.ca or mailed to City Hall, P.O. Box 5035 LONDON, ON, N6A 4L9.

Request details

Name of Organization
Operation Smile Canada
Date Proclamation Required
June 18th, 2023
Proclamation Name
Longest Day of SMILES®
Proclamation Type (day, week or month)
Day
Category (public awareness campaigns), (charitable fundraising campaigns), (arts and cultural celebrations)
Charitable Fundraising Campaign
Requester Name
Candy Keillor, Community Engagement Specialist
Requester Telephone Number
647-696-0600 Ext 130
Requester Email Address
candy.keillor@operationsmile.org
Requester Address
204 - 375 University Avenue Toronto ON M5G 2J5
Provide details of your Organization's Connection to London London is home to many of our Community Ambassadors. As well, Western University is one of the most established Operation Smile Canada Student Clubs. Each year they host a ULEAD Student Symposium, in support of Operation Smile Canada. Western Grads continue volunteering with Operation Smile Canada as they continue their studies in the fields of Dentistry and Medicine with hopes of joining our global medical volunteer team.
Required Supporting Documents <ul style="list-style-type: none"> Detail information on the Organization www.operationsmile.ca Detail information on the Event www.longestdayofsmiles.ca Confirmation of authorization from the Organization to submit the request
The undersigned confirms that I am the Official Representative of the Organization requesting the Proclamation and that by signing this Application, I acknowledge and agree that my organization complies with all City of London's Policies and By-laws.
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  <hr style="width: 25%; margin: 0 auto;"/> Signature </div> <div style="text-align: center;"> April 9, 2023 <hr style="width: 25%; margin: 0 auto;"/> Date </div> </div>
NOTICE OF COLLECTION OF PERSONAL INFORMATION Personal information collected on this form is collected under the authority of the <i>Municipal Act, 2001</i> , S.O. 2001, c. 25 and may also be used for purposes related to the Issuance of Proclamations Policy and Proclamation Request Form. Questions about this collection should be addressed to the City Clerk, 3rd floor, City Hall, 300 Dufferin Ave., London, ON N6A 4L9. Tel: 519-661-2489, ext. 4937.

Dear Mayor Josh Morgan,

Operation Smile Canada would appreciate your support once again by proclaiming June 18th, 2023 as the Longest Day of SMILES® in your community.

The Longest Day of SMILES® encourages community ambassadors to raise awareness and funds to help a child born with a cleft condition smile and change their life with free, safe, cleft surgery and comprehensive care. From sun-up to sun-down, from coast to coast to coast, Canadians are dedicating June 18th, 2023, and the time leading up to it, to helping children SMILE.

Operation Smile Canada is a volunteer-delivered global medical charity that exists to ensure everyone has access to safe, effective surgery that they need wherever they live in the world. Surgery that will change a child's life forever... help families, communities, countries, regions and yes, the world.

By proclaiming June 18th, 2023, as the Longest Day of SMILES® in London and challenging other communities to do the same, you can provide waiting children with comprehensive cleft care and a hopeful future with a new smile.

Our Community Engagement & Fundraising team is happy to support you and your community should you choose to participate with us.

To submit your proclamation or to request more info, please email Candy Keillor, Community Engagement Specialist candy.keillor@operationsmile.org

To learn more about the transformational impact of Operation Smile Canada, visit: operationsmile.ca

We look forward to collaborating with you and your team to make this the best Longest Day of SMILES® yet! Together we can make a difference one smile at a time!

Keep Smiling,

Candy Keillor

**Candy Keillor (she/her)
Community Engagement Specialist**



Proclamation

Longest Day of SMILES®

June 18th, 2023

- WHEREAS:** Operation Smile Canada is a global medical charity providing free, life-changing surgeries and medical care to children born with cleft conditions around the world; and
- WHEREAS:** Every 3 minutes, a child is born with a cleft condition, and lack of access to safe, effective surgery means that easily treatable conditions like cleft lip and cleft palate can become fatal; and
- WHEREAS:** Operation Smile Canada believes every child born with a cleft condition deserves exceptional surgical care; and
- WHEREAS:** The Longest Day of SMILES® will unite Canadians from coast to coast to coast as they raise awareness and funds; and
- WHEREAS:** On June 18th, 2023, the citizens of **XXX** are encouraged to learn more about how to support this worthy cause by visiting www.longestdayofsmiles.ca; and
- WHEREAS:** Our community can help celebrate the Longest Day of SMILES® by posting #longestdayofsmiles on social media; and
- THEREFORE:** I, **XXX**, Mayor of **XXX** do hereby proclaim June 18th, 2023 as “**Longest Day of SMILES®**” in **XXX** and commend its thoughtful observance to all citizens of our municipality.

DATED THIS __ DAY OF ____ 2023

(Insert Mayor’s Name), Mayor



Proclamation du Plus long jour de SOURIRES

18 juin 2023

- ATTENDU QUE** Operation Smile Canada est une œuvre caritative médicale mondiale qui offre gratuitement des chirurgies transformatrices et des soins de santé aux enfants nés avec une fente palatine ou labiale partout dans le monde;
- ATTENDU QUE** Toutes les 3 minutes, un enfant est né avec une fente palatine ou labiale et le manque d'accès à une chirurgie sécuritaire et efficace fait en sorte qu'une condition facilement soignée, comme celle-ci, peut devenir mortelle;
- ATTENDU QUE** Operation Smile Canada croit que chaque enfant né avec une fente palatine ou labiale mérite de recevoir des soins chirurgicaux exceptionnels;
- ATTENDU QUE** Le Plus long jour de SOURIRES unira les Canadiens et Canadiennes d'un bout à l'autre du pays pour sensibiliser les gens et mobiliser des fonds;
- ATTENDU QUE** Le 18 juin 2023, les citoyens de **XXX** sont encouragés à se renseigner sur les façons d'appuyer cette œuvre valable en consultant www.longestdayofsmiles.ca; et
- ATTENDU QUE** Notre communauté peut aider à célébrer le Plus long jour de SOURIRES en utilisant le mot-clic #longestdayofsmiles dans les médias sociaux;
- IL EST À NOTER QUE** Je, **XX-NAME-XX**, maire de **XX-CITY-XX**, proclame le 18 juin 2023 le **Plus long jour de SOURIRES** à **XX-CITY-XX** et félicite tous les citoyens qui l'observe avec prévenance.

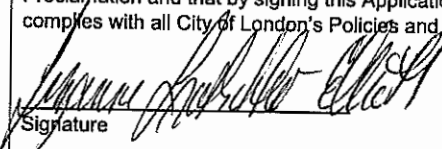
EN CE __^{er} JOUR DE ___ 2023

(Insérer nom), maire

Proclamation Request Form

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Request details

Name of Organization CHILDCAN
Date Proclamation Required SEPTEMBER
Proclamation Name CHILDHOOD CANCER AWARENESS MONTH.
Proclamation Type (day, week or month) MONTH
Category (public awareness campaigns), (charitable fundraising campaigns), (arts and cultural celebrations) PUBLIC AWARENESS CAMPAIGN
Requester Name AMY MATHIAS
Requester Telephone Number 59-685-3500 ext 4
Requester Email Address amy@childcan.com
Requester Address 792 COMMISSIONERS RD W LONDON ON N6K 1C2
Provide details of your Organization's Connection to London CHILDCAN WAS FOUNDED IN LONDON, ON IN 1974 AND REMAINS COMMITTED TO SUPPORTING CHILDREN AFFECTED BY CANCER IN LONDON AND LHSE HOSPITALS
Required Supporting Documents <ul style="list-style-type: none"> • Detail information on the Organization • Detail information on the Event • Confirmation of authorization from the Organization to submit the request
<p>The undersigned confirms that I am the Official Representative of the Organization requesting the Proclamation and that by signing this Application, I acknowledge and agree that my organization complies with all City of London's Policies and By-laws.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p style="font-size: small;">Signature</p>  </div> <div style="width: 45%;"> <p style="font-size: small;">Date</p> <p style="font-size: large; text-decoration: underline;">APRIL 14, 2023</p> </div> </div>
<p>NOTICE OF COLLECTION OF PERSONAL INFORMATION</p> <p>Personal information collected on this form is collected under the authority of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> and may also be used for purposes related to the Issuance of Proclamations Policy and Proclamation Request Form. Questions about this collection should be addressed to the City Clerk, 3rd floor, City Hall, 300 Dufferin Ave., London, ON N6A 4L9. Tel: 519-661-2489, ext. 4937.</p>



Dear Anastasia,

September is Childhood Cancer Awareness Month

Childhood Cancer is the number one cause of death by disease of Canadian children.ⁱ

The latest data shows that incidence rate of childhood cancer in Ontario is increasing by approximately 1% per year (1986-2018)ⁱⁱ.

I am writing to ask you to proclaim September as Childhood Cancer Awareness Month in London, Ontario. I have enclosed a draft proclamation for your review.

Faced with the news that their child has cancer, families from across western Ontario have turned to Childcan for direct support since 1974. Financial assistance, emotional support, social programs, research funding – it's all supported solely by donors who get involved because they know that childhood cancer is an experience that nobody thinks they will face, let alone one that families can prepare for.

Childcan's vision is to make childhood cancer a health priority, fund innovative research, and expand family supports until childhood cancer is eliminated.

You can help us achieve our vision and stem the increasing incidence rates by proclaiming September as Childhood Cancer Awareness Month. By recognizing this month, you will show support for those affected, remember those who have passed, and bring hope for a future where childhood cancer is no longer the number one cause of death by disease for Canadian children.

If you have any questions or queries, please don't hesitate to reach out to me, or Amy from Childcan amy@childcan.com 519-685-3500.

We appreciate your support and your consideration of this request.

Sincerely,

Suzanne Fratschko Elliott
Executive Director

ⁱ <https://www.childhoodcancer.ca/Your-Impact/Childhood-Cancer-Statistics-Resources>

ⁱⁱ Incidence rate statistic provided by Pediatric Oncology Group of Ontario. Childhood Cancer in Ontario: The 2020 POGO Surveillance Report. Toronto: Pediatric Oncology Group of Ontario; 2020.

PROCLAMATION

Childhood Cancer Awareness Month

September 2023

WHEREAS: September is officially recognized internationally as Childhood Cancer Awareness Month; and,

WHEREAS: The most recent data shows that cancer remains the leading cause of disease-related death in children; and,

WHEREAS: The most recent data shows that incidence rates of childhood cancer are increasing; and,

WHEREAS: Cancer in children affects aspects of their physical, emotional, and social development, as well as their family and school life, effects which research shows are long-lasting; and,

WHEREAS: Childcan believes childhood cancer must be designated a child health priority, and that support services for families are critical; and,

WHEREAS: Childcan raises awareness and funds to provide personalized, responsive, and compassionate programs and services to families facing the childhood cancer journey from diagnosis, through treatment, post-treatment care, or bereavement and,

WHEREAS: Organizations which support families dealing with childhood cancer are working together to raise awareness of this disease and its devastating effects, as well as raising funds to support the affected families and children; and,

WHEREAS: Raising awareness and funds will help these families and children deal with the emotional and financial toll

THEREFORE: I, _____, Mayor of _____, do hereby proclaim September 2023 Childhood Cancer Awareness Month in _____.

Proclamation Request Form

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Request details

Name of Organization
The London Cross-Cultural Learner Centre
Date Proclamation Required
June 20 th , 2023
Proclamation Name
Life As a Refugee Event
Proclamation Type (day, week or month)
World Refugee Day
Category (public awareness campaigns), (charitable fundraising campaigns), (arts and cultural celebrations)
<p>On June 20th, the London Cross-Cultural Learner Centre and its partners, will host its 15th annual "Life as a Refugee" event in recognition of World Refugee Day. The event is scheduled to run from 5pm to 8:30pm at the London Public Library - Central Branch on 251 Dundas Street and will feature a series of activities aimed at raising awareness about the experiences of refugees.</p> <p>The highlight of the event will be a free movie screening of the film "Peace By Chocolate," which tells the story of a Syrian refugee family that relocated to Canada and started a successful chocolate-making business.</p> <p>In addition to the film, there will be cultural exhibitions showcasing the music, art, and food of various refugee communities in the area.</p> <p>The event will also feature a refugee panel discussion, providing attendees with an opportunity to hear firsthand accounts of the challenges and triumphs of the refugee experience. The panel will include individuals from different backgrounds who have fled their homes due to war, persecution, and other forms of violence.</p> <p>Overall, the "Life as a Refugee" event aims to raise awareness about the plight of refugees around the world and to celebrate the resilience and contributions of refugee communities in London. The event is free and open to the public, and all are encouraged to attend and show their support for refugees and newcomers to the London community.</p>
Requester Name
Maria Franco
Requester Telephone Number
226-980-9507
Requester Email Address
mfranco@lcclc.org
Requester Address
505 Dundas Street. London, Ontario

Provide details of your Organization's Connection to London

The London Cross Cultural Learner Centre (CCLC) was founded in London, Ontario in 1960 by a group of global villagers from Western University with the desire to share their cross-cultural experiences from the Third World with those at home in Canada.

In 1968, the global education centre was opened as a pilot project to train volunteers on cultural diversity. As globalization began to take hold, many newcomers came to London to find a new and better life. The CCLC evolved and became London's leading newcomer resettlement agency.

Today, the CCLC is a registered charity with close to 100 employees. Our extensive experience is focused on helping Government Assisted Refugees, Refugee Claimants, and other vulnerable newcomers settle, integrate, and succeed in the London community. We address their immediate needs as well as foster long-term community engagement through a wide range of activities.

Required Supporting Documents

- Detail information on the Organization
- Detail information on the Event
- Confirmation of authorization from the Organization to submit the request

The undersigned confirms that I am the Official Representative of the Organization requesting the Proclamation and that by signing this Application, I acknowledge and agree that my organization complies with all City of London's Policies and By-laws

Signature Maria Franco

Date April 27, 2023

NOTICE OF COLLECTION OF PERSONAL INFORMATION

Personal information collected on this form is collected under the authority of the *Municipal Act, 2001, S.O. 2001, c. 25* and may also be used for purposes related to the Issuance of Proclamations Policy and Proclamation Request Form. Questions about this collection should be addressed to the City Clerk, 3rd floor, City Hall, 300 Dufferin Ave., London, ON N6A 4L9. Tel: 519-661-2489, ext. 4937, email: csaunder@london.ca

The London Cross-Cultural Learner Centre

Visiting the Centre

505 Dundas Street
London, Ontario
N6B 1W4

Our Hours

MON 8:30 AM–4:30 PM
TUES 8:30 AM–4:30 PM
WED 8:30 AM–4:30 PM
THURS 8:30 AM–4:30 PM
FRI 8:30 AM–4:30 PM

Get Involved

Email: cclc@lcclc.org
T: 519-432-1133

Our Mission

To provide integration services and support to newcomers and promote intercultural awareness and understanding.

1. We provide settlement services and programs to serve newcomers holistically.
2. We improve newcomer integration success with the help of our organizational alliances and partnerships.
3. We help create a more welcoming community where newcomers can succeed.



Funded by:



Immigration, Refugees
and Citizenship Canada

Financé par :

Immigration, Réfugiés
et Citoyenneté Canada

OUR PROGRAMS

Resettlement Assistance Program

Funded by Immigration, Refugees, and Citizenship Canada. We offer essential services to Government Assisted Refugees, up to six weeks upon their arrival in London.

Orientation Services For Newcomers

Providing one-on-one support for newcomers when they first arrive and after they have settled in their new home.

Client Support Services

Our CSS team helps Government Assisted Refugees access resources they may need for their health and wellbeing during their first year in Canada.

Settlement Workers In Schools

In partnership with the Thames Valley District School Board (TVDSB), the London Catholic District School Board (LCDSB), and local community agencies. Our dedicated SWIS staff works directly in schools as links between the student, the newcomer family, and the school.

Language Assessment and Referral (LARS)

We provide initial language assessments for newcomers and refer them to English as Second Language programs in the city.



INCLUSION
COMPASSION
EMPOWERMENT
ADVOCACY
ACCOUNTABILITY



Job Search Workshops

JSW is a Pre-Employment Program that prepares newcomers for the Canadian workplace by providing them with the knowledge and tools they need to succeed.

Community Connections

Our program brings newcomers and long-time Canadian residents together to encourage intercultural awareness, volunteerism, and social and civic engagement. Community Connections provides newcomers a safe space as they integrate into the Canadian community.

Language Services

Translation Services

Translation services for all of your most important documents. Certified translations are also available upon request.

Interpretation Services

Professional community and medical interpretation services. We provide interpreter's for over ten languages.



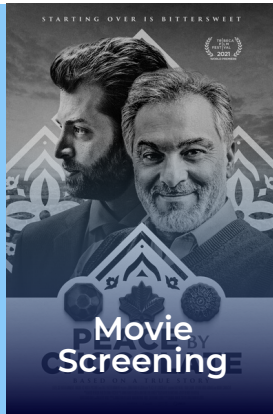
20 LIFE AS A 23 REFUGEE

Date	Time	Location
Tuesday June 20, 2023	5:00 PM to 8:30 PM	Wolf Performance Hall London Public Library - Central Branch 251 Dundas Street

About the Event

The London Cross-Cultural Learner Centre and its partners invite you to its annual "Life as a Refugee" event to mark World Refugee Day.

The event aims to raise awareness about the challenges faced by refugees worldwide and to celebrate the resilience and contributions of refugee communities in London. The event is open to the public and free of charge.



The event will include a free movie screening of "Peace By Chocolate."



Visit our cultural exhibitions and learn more about other cultures.



Our panel will showcase personal experiences shared by refugees.

In Partnership With:



Network for Economic and Social Trends (NEST)



COLLÈGE BORÉAL
éducation • innovation • recherche



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Immigration, Refugees and Citizenship Canada

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