EORN

EASTERN ONTARIO REGIONAL NETWORK

EORN Purchasing of Goods and Services Policy 3.1

Purpose:

This policy will ensure openness, accountability, and transparency of EORN's purchasing while protecting the financial best interest of EORN.

This policy will outline the guiding principles of public procurement and the approach that EORN will take when procuring goods and services. The detailed purchasing procedures shall be consulted prior to proceeding with any procurement.

EORN shall:

- Encourage competition amongst suppliers by using an open, transparent, and fair process.
- Assist and provide direction to Staff, Vendors, and the Board of Directors relating to the procurement process.
- Where practicable, provide accessibility for persons with disabilities when purchasing goods, services, and construction.
- Be environmentally conscious through the purchase of goods and services; and
- Strive to ensure ethical purchasing practices are used by all staff.

Scope:

This policy applies to The Board of Directors, Committees, and all staff members of EORN with respect to EORN's procurement activities.

Policy:

Attached pages.

Review Cycle:

This Policy will be reviewed every five years or earlier, to evaluate its effectiveness.

Procedures:

a. The CEO shall have the authority to develop procedures to implement this policy.
b. The Purchasing Procedures that are approved by the CEO, will be used as instruction for staff when purchasing goods or services in compliance with this policy.
c. The CEO will administer this policy.
d. Any question involving the meaning or application of this policy is to be submitted to the CEO who will resolve the question. No contract or purchase shall be divided to avoid any requirements of this policy.

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1 Definitions and Interpretations

For the purposes of this document the following shall have the indicated meanings unless the context otherwise requires:

1.1 Definitions

"**Bid**" means an offer or submission from a Vendor in response to a Competitive Process.

"**Bid Board**" means the communication vehicle through which procurement notices and other information on Competitive Processes is relayed to Vendors such as but not limited to https://www.bidsandtenders.com/.

"**Bid Deposit**" means security to guarantee that the successful Vendor will enter into a formal Contract with EORN as a result of a Competitive Process.

"**Bidder**" means any Vendor that participates in a Competitive Process.

"**Blanket Purchase Order**" is a type of Contract. It involves the purchase of Goods or Services that will be required frequently or repetitively, and where either the exact quantity of the Goods or Services required is not precisely known, or the time period during which the Goods or Services is to be provided is not precisely determined. In either case, maximums on both the total price of the Goods or Services and the time period which the Goods or Services is to be supplied are specified.

"**Budgetary Appropriation**" means the monetary amount allocated by EORN for the annual purchase of Goods and Services by EORN.

"CETA" means the Comprehensive Economic and Trade Agreement between Canada and the European Union.

"CETA Threshold" means the threshold at which Chapter 19 of the Comprehensive Economic and Trade Agreement will apply to procurement – namely $365,700 or greater for Goods or Services, excluding Construction; or (ii) $9,100,000 for Construction.

"CFTA" means the Canadian Free Trade Agreement

"**CFTA Threshold**" means the threshold at which Chapter 5 of the Canadian Free Trade Agreement will apply to a procurement – namely $101,100 or greater for Goods or Services, excluding Construction; or (ii) $252,700 or greater for Construction.

"**Chief Executive Officer**" or "**CEO**" means EORN CEO.

"**Competitive Process**" means any competitive Procurement Process required by this Policy, including a Request for Qualifications, Request for Quotations, Request for Tenders, or Request for Proposals.

"**Conflict of Interest**" refers to a situation in which private interests or personal considerations may affect a Staff member or Vendor's judgment in acting in the best interest of EORN. It includes using a staffs or Vendor's position, confidential information, or corporate time, material, or facilities for private gain or advancement, or the expectation of private gain or advancement.

“**Construction**” means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work.

“**Contract**” means binding written agreement between two or more parties (i.e., EORN and a Vendor).

“**Co-operative Purchasing**” means the participation of two or more public agencies as purchasers in a Competitive Process.

“**The Board of Directors**” means the Board of Directors of the Corporation of EORN.

“**EORN**” means the Corporation of EORN, its successors and assigns.

“**Designated Official**” means the CEO, their authorized delegate or such official as may be appointed from time to time by the Board of Directors to act on behalf of EORN in accordance with the provisions of this Policy.

“Department head” is a senior leader responsible for overseeing the operations, staff (where applicable), and strategic direction of a specific department within an organization or institution.

“**Direct Acquisition**” is a Procurement Process in which a Vendor is approached concerning the purchase of Goods or Services, and the Goods or Services are purchased without a specific Competitive Process governing that purchase.

“**Expression of Interest**” means a Vendor’s response to a Request for Expressions of Interest.

“**Formal Quotation**” means a price quotation (fixed as to the total price or on a unit basis or both) for specific and defined Goods or Services that is received from a Bidder in writing in response to a Request for Quotation (Formal).

“**Forms**” mean approved EORN documents containing terms and conditions issued by the Procurement Department, including the Blanket Purchase Order, the Purchase Order, and the Request for Proposal, the Request for Quotation, and the Request for Tender.

“**Goods**” means moveable property (including the costs of installing, operating, maintaining, or manufacturing such moveable property), including raw materials, products, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a general Construction Contract.

“**Informal Quotation**” means a price quotation (fixed as to the total price or on a unit basis or both) for specific and defined Goods or Services that is received from a Bidder via telephone, fax, in writing, or by any other method of communication in response to a Request for Quotation (Informal).

“**In-house Bid**” means a bid by internal staff.

"**Plan Takers List**" means a list provided for information purposes only as a convenience to potential Bidders for EORN procurement requests. Such information is provided "as is." EORN makes no representation or warranty that the information is current, accurate or complete, and EORN accepts no liability for any error or omission in the information.

"**Policy**" means this Purchasing of Goods and Services Policy, including its appendices.

"**Procurement Process**" is a process for the selection of a Vendor and the award of a Contract for the purchase of Goods or Services. There are several types of Procurement Processes referenced in this Policy, including: Direct Acquisition; Request for Quotation (Informal or Formal); Request for Tender; and Request for Proposals.

"**Proposal**" means a written offer to provide Goods or Services that is received from a Bidder as part of a Request for Proposals.

"**Public Agency**" means any municipal, provincial, or federal subdivision thereof, including any local government or economic development department supported by tax dollars.

"**Purchase Order**" means a written offer from EORN in an approved form to purchase Goods or Services subject to stated terms and conditions (and may include written acceptance of such an offer from the Vendor, if applicable).

"**Purchasing Director**" means an individual who is responsible for the purchase of Goods and Services, as provided in this Policy. This would be the Chief Financial Officer or a designated individual by the CEO and Chief Financial Officer.

"**Quotation**" means either an Informal Quotation or Formal Quotation, as applicable from the context.

"**Real Property**" means property that for the purpose of this Policy includes lands, buildings, tenements and any interest, estate or right of easement affecting same.

"**Request for Expressions of Interest**" is a process in which EORN requests potential Vendors to register their interest in supplying Goods or Services. It usually consists of a document describing requirements or specifications and seeking information from Vendors that demonstrate their ability to meet those requirements. Request for Expressions of Interest is not a Competitive Process.

"**Request for Information**" means a process whose purpose is to collect written information about the capabilities of various Vendors. Normally it follows a format that can be used for comparative purposes. Request for Information is not a Competitive Process.

"**Request for Proposals**" is a competitive Procurement Process in which potential Vendors are invited to propose solutions or methods for particular projects (where creative solutions are sought by EORN) and evaluated on both price and non-price factors, and negotiation for an eventual Contract may occur as a result of the submission of Proposals.

"**Request for Qualifications**" means a competitive Procurement Process whose purpose is to qualify Vendors to participate in future Procurement Processes, as specified in the Request for Qualification.

"**Request for Quotations**" is a competitive Procurement Process in which several potential Vendors are approached to provide price quotations (fixed as to the total price or on a unit basis or both) for specific and defined Goods or Services. This process may request Formal Quotations or Informal Quotations.

"**Request for Tenders**" is a competitive Procurement Process in which potential Vendors submit Bids to supply a defined quantity and quality of Goods or Services, with all of the material terms, conditions and specifications pre-set (with the exception of the price), and a Contract is formed through selection of one of the Bids submitted without any further negotiation.

"**Services**" means the delivery of intangible products, such as professional services, and includes consulting services. References in this Policy to Services will include Construction except to the extent that specific requirements are specified for Construction.

"**Staff**" means an employee or contractor or purchase of service member of EORN but does not include the Board of Directors.

"**Standing Orders**" are Contracts for Goods and/or Services used on a regular basis in the day-to-day operations of EORN.

"**Surplus Items**" items which have been deemed by the Department Head as surplus to the departments needs and which have been offered to other EORN departments prior to being deemed as surplus.

"**Tender**" means a written offer, in a specified form, to provide Goods or Services that is received from a Bidder in response to a Request for Tenders.

"**Total Acquisition Cost**" means the full cost to acquire Goods or Services, including acquisition, operating and disposal as well as the consideration of quality, service, and availability.

"Two-envelope approach" means a process in which a bid is submitted in two sealed envelopes. The technical and qualitative information is submitted in the first envelope and the price information is provided in the second envelope. The second envelope is only opened if the first envelope shows the bidder to be qualified, compliant, and meeting the minimum evaluation rating, if so established.

"**Vendor**" means a supplier of Goods or Services, or a contractor in the case of Construction.

"**Vendor of Record**" means a Vendor that has been authorized to provide Goods or Services pursuant to a specific Vendor of Record Arrangement.

"**Vendor of Record Arrangement**" means a specific arrangement arising out of a Competitive Process (usually a Request for Qualification), in which one or more qualified Vendors are authorized to provide Goods or Services for a defined period on certain terms and conditions.

"**Vendor of Record Ceiling Price**" means the maximum value per assignment, or per multiple project related assignments, under which EORN may use a specific Vendor of Record Arrangement to award a Contract.

"**Warden**" means the Chair of the EORN Board of Directors.

1.2 Interpretations

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

The headings contained in this Policy are for reference only.

A word interpreted in the singular number has a corresponding meaning when used in the plural.

Where dollar value limits are identified for Goods and/or Services, as referenced in section 13 of this Policy, the dollar value limits listed exclude taxes.

Requirements for documents to be "in writing," "written" or similar includes documents in electronic form (provided that a paper copy of same can be readily created, such as e-mail messages, PDF documents, or electronic submissions through electronic bidding).

2 Statutes

Specific references to laws in this Policy are meant to refer to the current laws applicable within the Province of Ontario as at the time the Policy was adopted and encompass any amendments thereto and any successor legislation.

3 Severability

If a court or tribunal of competent jurisdiction declares any portion of this Policy to be illegal or unenforceable, that portion of this Policy will be severed from the balance of the Policy, which will continue to operate in full force.

4 Principles and Goals

EORN has adopted the following purchasing principles and goals for the acquisition of all Goods and Services:

a) To procure by purchase, rental or lease the required quality and quantity of Goods and Services in an efficient manner and without bias or favouritism.

b) To ensure acquisition of Goods and Services through the application of the highest standards of business ethics.

c) To encourage open competitive bidding on all acquisition and disposal of Goods and Services, where practical.

d) To consider Total Acquisition Costs, rather than the lowest price submitted.

e) To operate a Purchasing Division for the purchase of Goods and Services through the Finance Department.

f) To coordinate the acquisition of like Goods and Services required by more than one department or other partners to take advantage of purchasing power.

g) To encourage the procurement of Goods and Services with due regard to the preservation of the natural environment and the promotion of waste reduction and recycling of waste materials.

h) When procuring Goods, Services, and facilities, EORN will comply with the requirements of the Ontarians with Disabilities Act, 2001, the Accessibility for Ontarians with Disabilities Act, 2005 and its associated standards enacted through regulation, as well as related EORN policies.

i) This Policy will be reviewed every five years or earlier, to evaluate its effectiveness.

5 General Conditions & Policy Objectives

5.1 Applicability & Exceptions

All Goods and Services required by EORN shall be purchased in accordance with this Policy, and all Goods and Services no longer required by EORN shall be disposed of in accordance with this Policy unless:

a. The Board of Directors directs that any purchase shall be conducted in some other manner.

b. An exemption to this Policy applies section 11; or

c. Any applicable law requires that the purchase of Goods or Services be conducted in some other manner.

5.2 Where Exceptions Apply

Where a circumstance mentioned in section 5.1 occurs, the purchase of those Goods or Services shall be carried out in accordance with the Board of Directors resolution or the applicable law, as the case may be, and the provisions of this Policy shall in all other regards continue to apply to the purchase with all necessary modifications.

5.3 No Local Preference

In accordance with the *Discriminatory Business Practices Act* and applicable trade treaty commitments, there will be no local preference for the purchase of Goods or Services. In response to the tariffs recently imposed by the U.S., a temporary provision has been included, refer to Appendix F – Local Benefit for further details.

5.4 Tie-Break Mechanism

Unless the Competitive Procurement document specifies a tie-break mechanism (e.g., in a Request for Proposal, where both price and non-price factors are evaluated), a tie shall be broken by coin toss or by draw of names from a hat – provided that the Purchasing Director and at least two members of the User Division are present.

5.5 Co-operative Purchasing

EORN is authorized to participate in co-operative purchasing arrangements with other municipalities, counties/regions, associations, local boards, and public agencies within the Province of Ontario. The procurement policies or procurement by-law of the host agency will apply upon EORN satisfying themselves that the host agency will be proceeding to the open market to obtain competitive pricing via a fair process. Award approvals of all Co-operative Purchasing contracts shall be in accordance with the

Purchasing Procedures. Notice of Participation in cooperative purchases will be posted annually to EORN's website in accordance with the requirements of CETA and CFTA.

5.6 Environmental Purchasing

The Procurement Department shall encourage, wherever possible, specifications which provide for expanded use of durable, reusable Goods, and Goods which contain the maximum post-consumer waste and/or recyclable content, without affecting the intended use of the Goods or Services. Specifications and evaluation shall encourage the purchase of Goods and Services that maximize energy efficiency and minimize carbon emissions into the environment.

5.7 Directive to EORN Staff

All staff of EORN shall comply with the financial and policy controls following the auditing requirements of EORN to ensure that those responsible for requisitioning and purchasing Goods or Services are held accountable for their actions and decisions. Any staff member who intentionally and knowingly acquires or disposes of any Goods and Services for EORN in contravention of any section of this Policy, or any applicable law or statute, shall be subject to disciplinary actions as applicable by this Policy or the law. The purchase, directly or indirectly, of any Goods or Service from any EORN staff members or elected official is prohibited unless otherwise approved by The Board of Directors.

5.8 Directive to Vendors and Bidders

EORN requires Vendors and Bidders to comply with applicable laws. Failure to comply with applicable laws in relation to a Competitive Process or a Contract with EORN may result in the immediate cessation of business with EORN and the appropriate authorities will be notified.

5.9 Commitment

No expenditure or commitment shall be incurred or made, and no account shall be paid by EORN for Goods and Services, except as authorized in accordance with this Policy or approved by The Board of Directors.

5.10 Rejection of Bid when EORN/Bidder Relationship Impaired

5.10.1 EORN may reject a Bid from a Supplier where in the opinion of the CEO in consultation with the Board of Directors, the commercial relationship between EORN and the Supplier, including any sub-contractor the Supplier intends to use, has been impaired by the act(s) or omission(s) of the Supplier or sub-contractor, within the five-year period immediately preceding the date on which the Bid is to be awarded.

5.10.2 The act(s) or omission(s) that are deemed to have impaired the commercial relationship include, but are not limited to:

a. Threatening litigation, or pursuing litigation against EORN, in relation to any previous Contract awarded to the Supplier by EORN, threatening litigation means transmitting a written threat to commence an arbitration action, application or other judicial proceeding.

b. Being a Supplier against whom EORN is pursing litigation.

c. A claim has been made against EORN by the Supplier under a surety bond or security deposit submitted by the Supplier, such as a Bid Deposit, Performance Bond or Materials and Labour Bond.

d. The Supplier has not performed satisfactorily under prior or current Contracts or has refused to follow reasonable directions of EORN or to cure a default under any Contract with EORN.

e. The Supplier has communicated, directly or indirectly, with any other Supplier about the preparation of the Supplier's Bid for the same work; and

f. The Supplier or any person or Company that is affiliated, associated or controlled, as defined in the Canadian Business Corporations Act, R.S.C., 1985, c.C-44, as amended, by the Supplier, has been convicted of an offence under the Criminal Code, as amended, or other legislation, including but not limited to legislation in respect of taxation, financial securities; environmental protection, and health and safety.

5.10.3 EORN reserves the right to reject a Bid from a Supplier, or from any person or Company that is affiliated, associated, or controlled, as defined in the Canadian Business Corporations Act, R.S.C., 1985, c.c. -44, as amended, by the Supplier that is indebted to EORN, except in relation to property taxes that are not in default. In accordance with applicable laws, the CEO in consultation with the CFO, may choose to accept a Bid and exercise EORN's legal or equitable right to deduct the indebted amount from amounts owing to the Supplier.

5.11 Fairness

The Board of Directors and staff must not:

a. Purchase any Goods and Services for personal use in representation of EORN.
b. Purchase or offer to purchase, on behalf of EORN, any Goods and Services, except in accordance with this Policy.
c. Knowingly cause, permit or omit anything to be done or communicated to anyone which is likely to cause any potential Vendor to have an unfair advantage or disadvantage in obtaining a Contract for the supply of Goods or Services to EORN, or any other municipality, Public Agency or public body involved in the purchase of Goods or Services either jointly or in cooperation with EORN; or
d. Knowingly cause, permit, or omit anything to be done which will jeopardize the legal validity or fairness of any purchase of Goods or Services under this Policy, or which might subject EORN to any claim, demand, action or proceeding as a result.

5.12 General Purchase Requirement

No EORN staff member shall purchase Goods or Services unless:

a. The Goods or Services are legitimately required for the purposes of EORN (or the Public Agency on whose behalf the purchase is being undertaken); and

b. The funds for the purchase of the Goods or Services are available within the departmental operating budget or other applicable budget or the purchase is expressly made subject to funding approval of the Board of Directors (or the Public Agency on whose behalf the purchase is being undertaken).

5.13 Public Agencies

Where the authority to enter a Contract for the purchase of Goods or Services is a decision which is solely within the jurisdiction of a Public Agency, that Public Agency may request that EORN provide the services of the Procurement Department to allow the Public Agency to avail itself of this Policy. In those circumstances, the provisions of this Policy continue to apply to the conduct of the Procurement Department.

5.14 Contract Splitting

Subdividing, splitting or otherwise structuring procurement requirements or contracts to reduce the procurement value or in any way circumvent the requirements or intent of this Policy is not permissible.

5.15 No Employment Relationship

EORN will reject all Purchase Orders for Services where the Services could result in the establishment of an employment relationship between EORN and the Vendor (or the Vendor's personnel).

5.16 Gifts

All EORN Staff members shall not accept any gifts from a Vendor. Examples of gifts include but are not limited to money, goods, services, and hospitality.

5.17 Accessibility

When preparing the specifications, the originating Department shall consider the requirements of the Ontarians with Disabilities Act January 1, 2025, as amended, and apply those requirements with respect to procuring Deliverables and in the development of the Specifications.

6 Requirement for Approved Funds

The exercise of authority to award a Contract is subject to the identification and availability of sufficient funds in appropriate accounts within the Board of Directors approved budget.

Where Goods and 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 The Board of Directors approved Budgets, and

b. The requirement for the Goods or Services will continue to exist in subsequent years and, in the opinion of the CEO, the required funding can be expected to be made available. The CEO may reject all purchase requests for which sufficient funds are not available and identified. If the Department Head advises the CEO that the deficiency is minimal and alternative funding has been identified, the purchase request may proceed provided appropriate authorizations are met in accordance with this Policy.

7 Authority and Responsibilities

7.1 The Board of Directors

The Board of Directors has the ultimate authority for all expenditures. The Board of Directors provides the authority to staff for the initiation and completion of procurement processes for goods, services, and construction through the authorization of annual budgets or resolutions.

7.2 The Board of Directors Approval Required

Despite any other provisions of this Policy, the following procurements, over $30,000, excluding taxes, are subject to Board of Directors approval:

a. Any acquisition of goods or services that is not already approved in the current year's budget, such as items requiring pre-budget approval or post-budget amendments, must be reported to The Board of Directors to have the expenditure authorized via resolution.
b. Where the net revenue amount proposed for acceptance is lower than the Board of Directors approved budget.
c. Any contract where the award is not recommended to the lowest-priced compliant bidder must include a justification, except when the award is made in accordance with the evaluation criteria outlined in a Request for Proposals (RFP) and/or tender.
d. Any contract anticipated to be financed by debentures.

7.3 General Responsibilities

Procurement shall be subject to all applicable EORN policies and by-laws, any specific provisions of the Municipal Act 2001, and all other relevant Federal and Provincial legislation.

7.4 Department Heads

Department Heads and the CEO shall ensure compliance to this policy.

8 Co-Operative or Joint Ventures

EORN may participate with other Government agencies or public authorities in co-operative procurement and acquisition within public sector contracts and consortiums whenever it is approved by the CEO and is determined to be in the best interest of EORN to do so and is within the approval levels set out herein. The ability to withdraw from an EORN lead procurement process after bid closing shall only be upon receipt of a board resolution from The Board of Directors or a resolution from the participating agency or public authority.

9 Unsolicited Proposals

Unsolicited Proposals received by EORN shall be reviewed by the Purchasing Director and CEO. Any procurement activity resulting from the receipt of an unsolicited Proposal shall comply with the provisions of this Policy. A Contract resulting from an unsolicited Proposal shall be awarded on a noncompetitive basis only if the procurement requirements fall within section 14 or 15.

10 Request for Expressions of Interest

The Purchasing Director may conduct a Request for Expressions of Interest for the purposes of determining the availability of Vendors to supply Goods or Services. The submission of an Expression of Interest does not create any contractual obligation between EORN and the interested Vendor. Expression of Interests should be documented for recording, auditing, and filing, and to be used for reference purposes.

11 Exempt Procurements

Notwithstanding any other provisions of this Policy, the acquisition of the Goods or Services listed in Appendix "A" that does not fall under the Purchasing Policy.

11.1 Exceptions for Non-Competitive Procurements

Any requirement in this Policy to conduct a Competitive Process is subject to certain exceptions which permit a non-competitive Procurement Process.

EORN may, subject to appropriate approval authority in section 22 use any Procurement Process it deems appropriate (including direct purchase with no competition) if any of the exceptions set out in section 12.1 apply.

These exceptions apply:

a. even though there may be more than one Vendor capable of delivering the same Goods or Services (known as "single source"); or
b. because there are no other Vendors available or able to provide the required Goods or Services (known as "sole source").

12 Allowable Exceptions: Limited Tendering

Notwithstanding any requirement in this Policy to conduct a Competitive Process, non-competitive Procurements Processes for Goods and Services are allowed in the following circumstances, subject to appropriate approvals if:

a. no Bids were submitted or no Bidders requested participation.
b. no Bids that conform to the essential requirements of the Competitive Process documentation were submitted.
c. no Bidders satisfied the conditions for participation set out in the Competitive Process documentation; or
d. the submitted Bids were collusive,
e. provided that the requirements of the Competitive Process documentation are not modified as part of the non-competitive Contract award.

f. or if the Goods or Services can be supplied only by a particular Vendor and no reasonable alternative or substitute Goods or Services exist for any of the following reasons:

i. the requirement is for a work of art.

ii. the protection of patents, copyrights, or other exclusive rights.

iii. due to an absence of competition for technical reasons.

iv. the supply of Goods or Services is controlled by a Vendor that is a statutory monopoly.

v. to ensure compatibility with existing Goods, or to maintain specialized Goods that must be maintained by the manufacturer of those Goods or its representative.

vi. work is to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work.

vii. work is to be performed on a leased building or related property, or portions thereof, that may be performed only by the lessor; or

viii. the procurement is for subscriptions to newspapers, magazines, or other periodicals.

ix. for additional deliveries by the original Vendor of Goods or Services that were not included in the initial procurement, if a change of Vendor for such additional Goods or

Services.

x. cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, Services, or installations procured under the initial procurement.

xi. would cause significant inconvenience or substantial duplication of costs for EORN.

xii. if strictly necessary, and for reasons of urgency brought about by events unforeseeable by EORN, the Goods or Services could not be obtained in time using an open Competitive Process; for Goods purchased on commodity market.

xiv. if EORN procures a prototype or a first Good or Service that is developed during, and for, a particular Contract for research, experiment, study, or original development.

xv. for purchases made under exceptionally advantageous conditions that only arise in the noticeably short term in the case of unusual disposals such as those arising from liquidation, receivership, or bankruptcy, but not for routine purchases from regular Vendors; or

xvi. if a Contract is awarded to a winner of a design contest provided that:

xvii. the contest has been organized in a manner that is consistent with the principles of applicable trade treaty commitments, in particular relating to the publication of a notices; and

xviii. the participants are judged by an independent jury with a view to a design Contract being awarded to a winner; or

xix. for the purchase of Goods or consulting Services regarding matters of a confidential or privileged nature, and the disclosure of those matters through an open Competitive Process could be expected to compromise confidentiality, result in the waiver of privilege, cause economic disruption, or otherwise be contrary to the public interest.

12.1 Non-Competitive Procurement Approval

Requesting a non-competitive Procurement Process for Goods or Services with a value under $30,000 must submit a cost-effective or beneficial justification report to the CEO.

Requesting a non-competitive Procurement Process for Goods or Services with a value over $30,000 must submit a cost-effective or beneficial justification report to the Board of Directors for approval.

Prior approval under this section is not required if the non-competitive Procurement Process is due to unforeseen situations of urgency that cannot wait for appropriate approvals see section 12.2 for procuring in emergency.

12.2 Procuring in Emergencies

Notwithstanding the provisions of this policy, an emergency purchase shall be made when an event occurs that is determined by the CEO to be a threat. Where in the above opinion an emergency has occurred, non-competitive procurement or negotiation methods may be utilized.

The CEO shall submit a memorandum to The Board of Directors outlining the purchase and the conditions that constituted an emergency, together with a source of funding, prior to the end of the quarter in which the emergency procurement took place.

13 Methods of Procurement

The Purchasing Director shall obtain Quotations, Tenders or Proposals, conduct negotiations, evaluate bids, administer procedures, and recommend an award in accordance with the provisions of this Policy.

The Procurement Process will vary depending on the estimated value of the Goods and Services, inclusive of all delivery charges (as set out below).

All Purchase Orders and Blanket Purchase Orders issued by the Procurement Director will be approved by appropriate levels, in accordance with Appendix “C” - Authorizations before being issued to Vendors.

Procurement of Goods or Services that can be specified (and where such Goods and Services are not covered by a Blanket Purchase Order) shall be acquired by Purchase Order.

Where this Policy prescribes financial limits on Contracts that may be awarded under the authority of a Department Head, or provides for financial limits on Contracts required to be reported to The Board of

Directors, for the purpose of determining whether a Contract falls within these prescribed limits, the Contract amount shall be the sum of:

a. All costs to be paid to the Vendor under the Contract, excluding all taxes; and

b. Less any rebates.

13.1 Market Research and Engagement

The Purchasing Director will be responsible for conducting an appropriate level of due diligence, market research and/or market engagement prior to commencing a Procurement Process. These activities are intended to support the effectiveness of the Procurement Process, including the preparation of specifications and scope of work, evaluation criteria, and budgets. These activities may also include contacting other municipalities or government entities to determine whether they have explored or are exploring similar opportunities.

Which measures are used, and what constitutes an appropriate level of activity, will depend on the circumstances. In a traditional procurement process, these activities may be limited. However, if EORN is engaging in an innovation procurement, these activities may be extensive – as innovation procurement usually requires a needs assessment, market analysis and even collaboration with Vendors to help formulate outcomes and associated requirements in advance of issuing Competitive Process.

If market research and engagement involve any communication with Vendors, all such communication shall be conducted by and through the Purchasing Director, who shall engage in communication with a view to ensuring the fairness of any future Competitive Process. For example, the Purchasing Director will ensure that Vendors who participate in such communications prior to a Competitive Process do not have an unfair advantage during that Competitive Process (e.g., by tracking what information Vendors receive to ensure that information is available to other Vendors during the Competitive Process).

13.2 Low Value Purchase

Up to $10,000

Competitive process is not required for purchases under $10,000. However, comparison pricing should be done where practical. Staff making low value purchases must do so within the principles set out in section 4 of. Documented quotations are not mandatory.

13.3 Request for Quotation – Informal ($10,000 to under $15,000)

In addition to the goals in section 4, the specific goal for a Request for Quotation (Informal) is to accept the lowest total acquisition cost bid meeting the requirements specified in the Request for Quotations.

13.4 Request for Quotation – Formal ($15,000 to under $30,000)

In addition to the goals in section 4, the specific goal for a Request for Quotation (Formal) is to accept the lowest total acquisition cost bid meeting the requirements specified in the Request for Quotations.

13.5 Request for Tender - $30,000 +

In addition to the goals in section 4, the specific goal for a Request for Tenders is to accept the lowest total acquisition cost bid meeting the requirements specified in the Request for Tenders.

13.6 Request for Proposals

13.6.1 General Framework

Request for Proposals shall only be used for the solicitation of Proposals when the requirements for Goods and/or Services cannot be specified, the requirements of EORN are best described in a general performance specification, and/or innovative solutions are sought. Depending on its terms, a Request for Proposals may involve negotiations after the submission of Proposals on any or all the specifications, Contract terms, and prices. A Two-Envelope Approach may be used for RFPs.

In addition, the Request for Proposals shall state whether EORN intends to permit negotiation, and if so, the framework and rules that will apply to the negotiation process (including the time periods for negotiation and the circumstances in which EORN may discontinue negotiation).

13.6.2 Evaluation Team

An evaluation team shall be established for all Requests for Proposals and will consist of not less than three members of EORN staff, or others as directed by the Procurement Director.

13.7 Competitive Dialogue / Best and Final Offer Process

Note: Competitive dialogue is an alternate type of Request for Proposals (and must comply with the requirements applicable to Requests for Proposals set out in this Policy).

Competitive dialogue is a Competitive Process that can be used when EORN knows what outcome it wants to achieve but does not know how best to achieve it. This process is often used for complex projects or solutions when technical requirements cannot be defined with sufficient precision at the outset of the Procurement Process and where both Vendors and EORN would benefit from a measure of information-sharing (so that Vendors can better understand EORN's needs, and so that EORN can better understand how to frame its needs as part of the Procurement Process).

A competitive dialogue involves one or more "dialogue" phases in which EORN may formally discuss, in confidence, viable solutions with qualified Bidders. These dialogue phases may occur before or after the submission of some form of Proposal (e.g., after a pre-qualification process to ensure that Vendors who are invited to "dialogue" phases are qualified). The dialogue phase(s) culminate in EORN finalizing its requirements and then calling for Bidders to submit final Proposals that address those finalized requirements.

Although, EORN will disclose its refined requirements to Bidders so that they can respond to them in their Proposals, EORN must take steps to ensure that it respects the confidentiality of Bids and Bidder information.

A competitive dialogue Procurement Process can take a variety of forms. For example, the "dialogue" phase(s) could involve any of the following:

a. inviting Bidders to initially submit a solution outline for discussion with EORN, with one or more subsequent rounds involving the submission of progressively more detailed solutions.
b. inviting Bidders to submit a solution, and then, through the dialogue phase, developing refined requirements, specifications and/or evaluation methodology based on a hybrid of the best features.
c. conducting a competitive dialogue on the technical/operational aspects of the solution, and then on financial aspects; or
d. framing a solution, then asking participants to comment on it or propose improvements as the basis of the dialogue.

A Request for Proposal that involves a "best and final offer" mechanism can be an example of a competitive dialogue process.

The CEO, Purchasing Director and/or Department Head must approve the use of a competitive dialogue in any Procurement Process.

14 Vendor of Record Arrangement

EORN may establish Vendor of Record Arrangements to provide efficient access to Goods and Services that are frequently required by EORN and/or other Public Agencies. EORN may use Vendor of Record Arrangements established by EORN directly, or through joint Procurement Processes with other public sector entities, such as the province, and/or other Municipalities and/or Counties, as provided in this Section.

For EORN Vendor of Record Arrangements, any Contract award to a Vendor of Record must:

a. Be within the Vendor of Record Ceiling Price; and
b. Involve a further competitive process to which Vendors of Record may Bid, unless the competitive process that created the Vendor of Record Arrangement clearly documented an alternative approach to awarding Contracts to Vendors of Record (e.g. that one Vendor would be the primary Vendor and receive a certain value or portion of the Contract Awards; or that Goods and/or Services would be purchased in certain ratios among Vendors of Record).

If a further competitive process is conducted, all Vendors of Record should be eligible to Bid unless the competitive process that established the Vendor of Record Arrangement specified limits or the criteria for limiting the number of Vendors of Record that can Bid in any further Competitive Process.

Any Vendor of Record Arrangement shall use the following limits regarding the number of Vendors of Record invited to Bid in any further competitive process:

Contract Value	Minimum Second Stage Requirement
Less than $<10,000>	At least 1 Vendor of Record
$<10,000> to less than $<30,000>	At least 3 Vendors of Record
$<30,000> or greater	All Vendors of Record

If there are fewer Vendors of Record in a Vendor of Record Arrangement than required under the above requirements, EORN must invite all Vendors of Record.

If, for any Contract award, the estimated value of the Contract exceeds the approved Vendor of Record ceiling price for that Vendor of Record Arrangement, EORN must conduct a separate competitive process for that Contract award.

15 Bid Irregularity

A "bid irregularity" is a deviation between the requirements (terms, conditions, specifications, special instructions) of a Competitive Process and the information provided in a Bid. For the purposes of this Policy, bid irregularities are further classified as major irregularities or minor irregularities. A "major irregularity" is a deviation from the Competitive Process that affects the price, quality, quantity, or delivery, and is material to the Contract award. If the deviation is permitted, the Bidder could gain an unfair advantage over competitors. The Purchasing Director must reject any Bid which contains a major irregularity. The Bidder will be notified of the rejection due to the major irregularity.

A "minor irregularity" is a deviation from the Competitive Process which affects form rather than substance. The effect on the price, quality, quantity, or delivery is not material to the Contract award. If the deviation is permitted or corrected, the Bidder would not gain an unfair advantage over competitors. The Purchasing Director may permit the Bidder to correct a minor irregularity.

Action Taken:

The Purchasing Director and the CEO will be responsible for all action taken in dealing with Bid irregularities, and acts in accordance with the nature of the irregularity:

a. major irregularity (automatic rejection)
b. minor irregularity (Bidder may rectify)
c. mathematical error (additions or extensions) Bids.
d. If the Vendor withdraws their Bid due to the identification of a major irregularity, EORN may disqualify such Vendor from participating in any EORN Procurement Process for a period of up to one year.

16 Procurement Process Notice

EORN will publish a procurement notice at the time it issues a Competitive Process for any Contract with an estimated value at or above the CFTA Threshold. All procurement notices will be published on the Bid Board and must be available to Vendors free of charge.

17 Electronic Bidding

EORN may issue Competitive Process documents and/or receiving Bids through a Bidding System over the Internet such as Bids Tenders®.

Although, EORN may use electronic bidding for any Competitive Process, it shall use electronic bidding for the following Competitive Processes:

a. for open competitive procurement of Services with a value at or above $30,000.

b. for open competitive procurement of Goods (or both Goods and Services) with a value at or above $30,000.

Notwithstanding the above, where practical, EORN will use electronic bidding through the Bids Tenders Competitive Processes or equivalent where the estimated value of the Contract is at or above $30,000.

18 Contracts

Contracts that exceed $30,000, must be submitted to the Director of Procurement and may be submitted to legal counsel for review.

19 Contract Award Notice

Any statement or notice about an award is only to be made or published after the Contract, Articles of Agreement or purchase order have been executed.

EORN must inform all Bidders that participated in a competitive process of contract award decisions resulting from that process. If requested by a Bidder, EORN must give that Bidder an explanation of the reasons why it was not selected.

For any Contract award at/above the CFTA Threshold (including where the Contract award was made reliant upon a non-competitive exception pursuant to section 15, EORN must post a Contract award notification.

The Contract award notification must be publicly posted (for example on the Bid Board) within **seventy-two** days of the award decision and must include the following information:

a. a description of the Goods or Services procured.

b. the name and address of EORN.

c. the name and address of the successful Vendor.

d. the value of the successful Bid.

e. the date of Contract award; and

f. if a non-competitive exception pursuant to this Policy was used, the conditions and circumstances that justified its use.

The above notice must be posted for a reasonable period.

20 Vendor Debriefings

For any Competitive Process to award a Contract:

a. EORN will promptly inform Bidders of Contract award decisions, and on the request of a Bidder within sixty (60) calendar days of award notice, shall do so in writing; and
b. subject to appropriate confidentiality protections to protect Bidder confidential information, EORN shall, on request, provide an unsuccessful Bidder with an explanation of the reasons why EORN did not select its Bid.

21 Vendor Performance Monitoring

EORN staff is responsible for monitoring Vendor performance under all Contracts that are used by their departments.

This requires Department Heads to:

a. monitor Vendor performance under all Contracts resulting from that Procurement.
b. document evidence related to that Vendor-monitoring; and
c. advise the Purchasing Director in writing if the performance of a Vendor has been unsatisfactory in any manner.

If the performance of a Vendor has been unsatisfactory, the Purchasing Director will then advise that Vendor of its unsatisfactory performance with a view to giving the Vendor an opportunity to remedy its performance, if reasonably feasible.

22 Change Orders and Amendments to Contracts

No amendment to a Contract shall be made unless the amendment, is approval by the CEO, and is in the best interest of EORN.

No amendment that changes the original award price of a Contract shall be made without a corresponding change in requirement or scope of work.

The CEO may approve amendments to Contracts and resulting additional payments to suppliers provided that the total value of the original Contract, plus any previous amendments, plus the value of the additional proposed amendment, are within their respective approval authority as noted in appendix C of this policy and can be accommodated within the Approved Budget.

The CEO may approve amendments to Contracts and resulting additional payments to suppliers provided that:

a. The total value of the original Contract, plus any previous amendments, plus the value of the additional proposed amendment, are within the respective approval authority as noted in Appendix C of this policy and can be accommodated within the Approved Budget.

b. Where the original award was approved and the value of any previous amendments plus the value of the additional proposed amendment are less than $10,000 and can be accommodated within the Approved Budget.

The Board of Directors authority to amend a Contract and the resulting additional payment(s) to suppliers is required in the following circumstances:

a. Where the Board of Directors approve the original award, and additional Board of Directors approval is required for expenditures that exceed the original price by more than 10 percent or $100,000.
b. Where the total value of the original Contract, plus any previous amendments, plus the value of the additional proposed amendment, cannot be accommodated within the Approved Budget, the Department Head shall submit a report to the Board of Directors recommending the amendment and proposing the source of financing.
c. Where the CEO deems suitable and is in EORN's best interest; that the EORN Board of Directors approve the amendment of the Contract.

23 Disposal of Surplus Items and Real Property

Any Real Property or Surplus Items belonging to EORN and declared surplus shall be disposed of in accordance with EORN Policy for Disposal of EORN Assets.

24 Complaints

Note: This Section is subject to review and revision once the Province of Ontario has established its approach to bid disputes and rapid interim measures under the Canadian Free Trade Agreement.

A Vendor has an opportunity to raise concerns in connection with a Procurement Process through the question-and-answer period of that process, or through any debriefing meeting after the Contract award. Before initiating the Bid dispute process, Vendors should be strongly encouraged to raise their concerns as part of the question-and-answer period or any debriefing.

If the Vendor wishes to initiate a formal Bid dispute, the Vendor must follow the steps set out in this Section.

A Bid dispute must be submitted to EORN within ten (10) days from the time when the basis of the dispute became known or should have become known to the Vendor. This time period is intended to help resolve the Bid dispute in time to affect the Vendor's participation in any current Procurement Process (if feasible).

To submit a Bid dispute, Vendors must:

a. Provide a detailed description of the Bid dispute, including the desired remedy; and
b. Provide any additional relevant background information.

All Bid dispute documentation must be directed to the dispute mailing address listed in the procurement document.

Once a Bid dispute has been received, the CEO will initiate a review of the matter and will consult with legal counsel where appropriate. The CEO is to complete that review as soon as reasonably possible, but within thirty (30 days).

The CEO, Chief Financial Officer and/or Department Head will then prepare a written decision regarding the matter and will send a copy of that decision to the Vendor that submitted the Bid dispute.

In all cases:

a. EORN shall seek to resolve the Bid dispute with the Vendor through consultation (to an extent feasible and reasonable); and
b. EORN will accord impartial and timely consideration to the Bid dispute in a manner that is not prejudicial to the Vendor's participation in ongoing or future Procurement Process.

Filing a Bid dispute does not affect a Bidder's ability to participate in ongoing or future procurement opportunities with EORN.

Appendix A List of Items Exempt from the Policy

Exempt Expenditures

The expenditures set out in this Appendix A are exempt from the requirements set out in this policy.

A.1 List of Exempt Expenditures

1. General Expenses

a. Workers Safety Insurance Board payments
b. Payroll Deduction Remittances (e.g. Income Tax, Unemployment Insurance Premiums Employer Health Tax)
c. Debt principal and interest payments
d. Loan and mortgage payments
e. HST remittances
f. Licenses (e.g. vehicles, elevators, radios, and computer hardware and software)
g. Real Property payments including purchases, leases, easements, encroachments and licenses, or the like
h. Insurance claims, legal agreements or settlements and arbitration awards
i. Staff and/or the Board of Directors travel expenses
j. Other training related expenses such as memberships in professional organizations, staff attendance at seminars, workshops, conferences or courses, subscriptions, periodicals, or magazines.

2. Professional Services

a. Staff training, facilitators, or speakers
b. Medical Professional Services
c. Expert Witnesses
d. Outside Legal Counsel
e. Municipal Tax Equity (MTE) as approved in annual budgets
f. Fees related to real estate transactions such as commissions and professional fees

g. Conservation Authority fees for services rendered.

3. Payments to other Organizations/Individuals

a. Other Municipalities
b. Social Services agencies that provide service to EORN through Service Agreements such as
    - Daycares,
    - Employee assistance programs,
    - Social Housing, Community Participation Supports
    - Ontario Social Assistance office finder and 211 (find help) for government and,
    - Community-based health and social services.
c. Municipal Property Assessment Corporation fees for property assessment services and support costs.
d. Organizations on whose behalf EORN has received donations and issued income tax receipts.
e. Capital grants to other organizations, as approved in budgets.
f. Annual maintenance, support or equipment parts/supplies for software or hardware that is only available through a sole source.
g. Refurbishing components of equipment by the authorized manufacturer of the equipment.
h. Transportation, recycling and disposal of municipal Household Hazardous Waste and recyclables as per Agreement with Stewardship Ontario.

4. Special Services

a. Various transfers to Social Services clients
b. Postal services
c. Investments
d. Payments to developers as stipulated in Subdivision or other Development Agreements
e. Bank charges
f. Expenses related to an event which will be recovered from a third party in full

5. Utilities

a. Electricity
b. Water
c. Natural gas

d. Cable

A.2 Payment of Exempt Expenditures

Payments for the exempt expenditures may be made based on an invoice, or based on an internal cheque request, with the appropriate account number(s) indicated and which has been signed by a staff with applicable Approval Authority, as set out in Appendix C. In some cases, a Purchase Order or an Agreement may be required.

Appendix B Purchasing Process, Circumstances for Use and Goals

Process	**Dollar Thresholds**	**Circumstances for Use**	**Process**	**Dollar Thresholds**
Informal Low Value Procurement	Up to $10,000	At the discretion of the Authorized person.	Informal Low Value Procurement	Up to $10,000
Informal Request for Quotation	Greater than $10,000 up to $15,000	When timely purchasing is critical. When the formal process is not cost beneficial. At the discretion of the Authorized person.	Informal Request for Quotation	Greater than $10,000 up to $15,000
Request for Quotation	Greater than $15,000 up to $30,000	When the process requires seeking quotations without commitment to a contract, however the magnitude of the project requires a more formal process.	Request for Quotation	Greater than $15,000 up to $30,000

Process	**Dollar Thresholds**	**Circumstances for Use**	**Process**	**Dollar Thresholds**
Request for Tender	Greater than $30,000	Requirements are clearly defined.	Request for Tender	Greater than $30,000
Request for Proposal	Greater than $30,000	Project requirements are not specifically delineated.	Request for Proposal	Greater than $30,000
Non-Competitive or Single Source		• Statory or market-based monopoly. • No bids are received in a competitive process. • Item is covered by exclusive right such as a patent, copyright, or exclusive license. • Items are covered by a lease-purchase agreement where payments are partially or totally credited to the purchase. • Where it is necessary to ensure compatibility with existing products, or to avoid violating warranty and/or		

		guarantee requirements. • When items are in short supply due to market conditions. • When competitive sourcing would not be economical. • Emergency situations. • Exempt goods and services as outlined in Appendix A. • Vendor is the only supplier of the goods or services. Previously identified as a specialized service or product.		

Appendix C Authorizations

Authority to Award	**Dollar Value**	**Method of Procurement if Formal or Informal**	**Method of Award**
The EORN Board of Directors	$100,000 or greater	Tender or RFP	Board of Directors Resolution
CEO	$10,000 up to but not including $100,000	Tender or RFP	Contract Purchase Order
EORN Staff *As designated by CEO	Less than 10,000	Quotation or Direct Acquisition	Contract, Purchase Card or Purchase Order

Notes:

1. The procurement process must be conducted in accordance with this Policy and all applicable procedures.

2. No award of a Contract may be approved unless the Contract Value can be accommodated within the Approved Budget.

3. The authority to approve the award of a Contract for the procurement is based on the actual Procurement Value. Procurement Value includes the value of any Contract Renewal Options.

Appendix D Bid Irregularities Contained within Paper Bids

The following list of irregularities should not be considered all inclusive. The Purchasing Director and, as may be warranted, in consultation with any or a selection of the following, respective departmental staff, Treasure, and/or the CEO, shall review irregularities not specifically listed and, acting in the best interests of EORN, have authority to waive such irregularities, permit correction to the irregularity or reject the submission.

No.	Irregularity	Response
1.	Late Submissions.	Rejection; not opened or read publicly. Submission to be returned to submitter.
2.	Insufficient Financial Security (No bid bond, deposit or agreement to bond or insufficient bid bond and/or deposit).	Automatic Rejection for no bid deposit. Automatic Rejection for no agreement to bond. 48 hours to correct shortfall in bid deposit if less than required by no more than 10%.
3.	Conditional Bids (Bids qualified or restricted by an attached statement).	Automatic rejection unless, in the opinion of Department Head and Purchasing, the qualification or restriction is insignificant.
4.	Illegible or obscure Bids, non-initiated erasures, non-initiated alterations.	Automatic rejection.
5.	Documents, in which all necessary Addenda which have significant financial or scope implications in the opinion of the Purchasing Director and user group, have not been acknowledged.	Automatic rejection.
6.	Documents in which all necessary Addenda which do not have significant financial or scope implications in the opinion of the Purchasing Director and user group and have not been acknowledged.	48 hours to submit.
7.	Bids received from bidders who did not attend mandatory site visit(s).	Automatic rejection.
8.	Bids received on documents other than those provided by EORN, when specified to do so.	Automatic rejection.
9.	Failure to insert the bidder’s business name in the space(s) provided on Mandatory Submission Pages.	48 hours to submit.

No.	Irregularity	Response
10.	Failure to include signature of the person authorized to bind the bidder in the space provided on the Tender and/or Proposal Form.	48 hours to submit.
11.	More than one submission from the same submitter and not identified as an alternative or optional submission and no written withdrawal notice has been received.	The submission package bearing the most recent date/time stamp will be considered the intended submission and the previously date/time stamped submissions will be considered withdrawn and will be returned to sender, unopened.
12.	Bids Containing Mathematical Errors	If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly. If both the unit price and the total price are left blank, the Bid will be rejected as incomplete. If the unit price is left blank but a total price is shown for the item, the unit price shall be corrected according to the total provided. If the Tender contains an error in addition and/or subtraction in the approved tender documentation format requested (i.e. not the additional supporting documentation supplied), the error shall be corrected, and the corrected total Contract price shall govern. Tenders containing prices which are so unbalanced as to affect the interests of EORN adversely will be clarified and may be rejected.
13.	Other minor irregularities	The Purchasing Director, in conjunction with the CEO shall have authority to waive irregularities, which they jointly consider to be minor.
14.	Any irregularity	Despite all provisions herein contained Purchasing, the CEO and the Procurement Director may waive any irregularity where it considers it to be in the best interest of EORN.

Appendix E Bid Irregularities Contained within Bids Applicable to Electronic Bids Only

The following list of irregularities should not be considered all inclusive. The Purchasing Director and, as may be warranted, in consultation with any or a selection of the following, respective EORN departmental staff, and/or CEO, shall review irregularities not specifically listed and, acting in the best interests of EORN, have authority to waive such irregularities, permit correction to the irregularity or reject the submission. For bids managed by alternative electronic methods to Bids and Tenders, the equivalent response will be assessed and used.

No.	Irregularity	Response
1.	Late Submissions: a Bid received after the closing date and time specified in the Bid Document.	Bidding system does not accept late bids
2.	Addenda not acknowledged.	Bidding system does not accept bids that have not acknowledged all addenda
3.	Site Meeting: The Bidder did not attend a mandatory site meeting.	Bidding system does not allow submissions from vendors that have not attended a mandatory site meeting
4.	Method of Delivery: Where the bid has been submitted via any other method other than through the Bidding System, where no such provision is allowed for in the bid document.	Bid declared non-compliant
5.	Format: The bid was not submitted on the form supplied by EORN or not in the format specified in the bid document.	Bid declared non-compliant
6.	Bid Bond and/or Agreement to Bond: A Bond that is missing; the amount is less than the amount indicated in the bid document; or the bonding company is not licensed to conduct business in Ontario, Canada.	Bid declared non-compliant
7.	Bid Bond: The Bond is not electronically verifiable and/or enforceable (e-Bond) as indicated in the bid documents.	Bid declared non-compliant
8.	Documents: The documents provided through the Bidding System are not the required documents or are not legible.	Bid declared non-compliant
9.	Qualified Bid: Where the bid has been qualified by changes to specifications or major requirements and acceptance would allow an unfair advantage over competitors.	Bid declared non-compliant

10.	Other minor irregularities.	Purchasing, in conjunction with the CEO shall have authority to waive irregularities, which they jointly consider to be minor.
11.	Any irregularity.	Despite all provisions herein contained Purchasing in conjunction with the members of the Senior Management Team may waive any irregularity where it considers it to be in the best interest of EORN.

Appendix F Local Benefit

In response to the imposed U.S. tariffs affecting Canadian goods, and to support our local and national economy, the County is implementing the following measures regarding competitive Purchases (RFP/Tender/RFQ)).

The County will provide preference to those businesses that can attest to being an “Ontario Business,” a “Canadian Business,” or a “Canadian Trade Partner Country,” as defined below.

“Ontario Business” means: Supplies, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Ontario and either: has its headquarters or main office in Ontario, or has at least 100 full time employees in Ontario at the time of this procurement process.

“Canadian Business” means: A corporation of limited partnership existing pursuant to the Laws of Canada or any of the provinces or territories thereof, and which has ongoing commercial activities in Canada; or An individual (including sole proprietors) or a general partnership which has a business address in Canada, and which has ongoing commercial activities in Canada. “Canadian Trade Partner Country” means a country that is a signatory to one or more of the following trade agreements:

1) Comprehensive Economic and Trade Agreement (CETA),

2) World Trade Organization’s Agreement on Government Procurement (WTOGPA),

3) Comprehensive and Progressive Agreement for Trans-Pacific Partnerships (CPTPP); or

4) Canada-UK Trade Continuity Agreement (Canada-UK TCA).

Direct Acquisition or Non-Competitive Procurements (less than $10,000) Staff making direct acquisitions must give priority to goods and services in the following order:

1) Canadian made and a,

2) Ontario owned business.

It is understood that prioritizing the sourcing of purchases to Canadian made and/or Canadian owned businesses may result in higher cost and/or inconvenience (i.e. longer delivery). If direct acquisition purchases are required to be made, and a Canadian solution is not available, consideration should be given to alternative/substitute solutions or delaying/foregoing the purchase. Any non-Canadian procurements will require authorization by the Director of the respective department prior to purchase.