

# KING TOWNSHIP CORPORATE POLICY PROCUREMENT



**POLICY NO.:**  
COR-POL-133

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Finance Department	Issue Date:	1/11/2021
	Issue No.:	1
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## 1 PURPOSE STATEMENT

- 1.1 This document details the policy to be followed when acquiring deliverables with the right quality, quantity, on a timely basis, as efficiently as possible and at the lowest overall cost for the Corporation of the Township of King (Township).
- 1.2 The purpose is to ensure that deliverables are acquired in an open competitive, fair and transparent manner, which protects the reputation of the Township, and increases the confidence of both the public and the participants in the procurement process.
- 1.3 This policy shall work in conjunction with the procurement procedures.

## 2 POLICY OBJECTIVE

- 2.1 The overarching principle guiding this policy is to maintain the public's trust and reduce the Township's exposure to legal liability by ensuring that procurement decisions are made using a procurement process that is ethical, open, fair and transparent.
  - 2.1.1 In acquiring deliverables, the Township shall also adhere to the following guiding principles:
    - a) Promote effective, economic, and efficient acquisition of deliverables;
    - b) Act and conduct business with honesty and integrity;
    - c) Treat vendors equitably, without discrimination;
    - d) Develop, support, and promote the highest professional standards in order to serve the public good;
    - e) Maintain a customer-service focus while meeting the needs, and protecting the interests of the Township and the public;
    - f) Comply with known international, federal and inter-provincial trade treaties or agreements, as amended, where applicable;
    - g) To maintain the highest standards of integrity and professionalism with respect to the acquisition of deliverables and the managing of the procurement process by which deliverables are acquired;
    - h) Comply with and incorporate the requirements of the *Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11*, as amended (the 'AODA') in the procurement process of the Township as well as any requirements contained in other legislation (either provincial or federal) which may impact the procurement process of the Township;
    - i) Encourage, whenever possible, the acquisition of deliverables with

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- due regard to the conservation of the natural environment;
- j) Support effective business planning such that deliverables shall only be acquired after consideration of need, alternatives, timing and appropriate life cycle management issues; and
- k) When evaluating bids, where possible, the Township shall consider the total acquisition value including, but not limited to, acquisition, training, operating, maintenance, quality, reliability, performance, warranty, payment terms, contract extensions, contract renewals and disposal costs.

### 3 APPLICATION/SCOPE

- 3.1 This policy shall apply to the acquisition of all deliverables made by or on behalf of the Township, committees and local boards, and except as may be expressly exempted or restricted under this policy.
- 3.2 All individuals involved in the acquisition of deliverables provided for in this policy, shall act in a manner consistent with the requirements and objectives of this policy and should said individuals be found to have breached this policy, they may be subject to disciplinary action.
- 3.3 No acquisition for deliverables or disposal of surplus assets shall be authorized unless it is in compliance with this procurement policy.
- 3.4 All acquisitions undertaken by the Township and its employees shall be executed in accordance with:
  - 3.4.1 The procurement policy and any other relevant or related Township policies, or procurement procedures;
  - 3.4.2 All applicable Township business license requirements; and,
  - 3.4.3 The *Municipal Conflict of Interest Act, R.S.O. 1990, Chapter M.50*, as amended and any other applicable municipal, provincial or federal legislation.

### 4 DEFINITIONS

- 4.1 For a list of definitions refer to Appendix "A" to this policy.

### 5 ROLES AND RESPONSIBILITIES

- 5.1 **General Responsibilities**
  - 5.1.1 All employees of the Township are responsible for complying with this policy and associated procurement procedures.
  - 5.1.2 Employees involved in the procurement process must clearly understand their obligations and responsibilities under this policy and all applicable procurement procedures and should consult with Procurement Services

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in respect to any questions regarding the application or interpretation of this policy or the procurement procedures.

- 5.1.3 All employees shall acquire deliverables within their procurement authorities as prescribed in Appendix “F” – Delegated Procurement Authorities of this Policy and Appendix “G” – Procurement Authorities of this Policy – Emergency Acquisition.
- 5.1.4 All acquisitions shall be subject to all applicable Township policies and procedures, specific provisions of the *Municipal Act*, and all other applicable international treaties, federal and provincial legislation.

**5.2 Chief Administrative Officer (CAO)**

The CAO shall be responsible for:

- 5.2.1 Ensuring compliance with this policy and reporting serious or repetitive incidents of non-compliance to Council;
- 5.2.2 Approving procurement procedures and protocols, as developed and recommended by Procurement Services;
- 5.2.3 Submitting recommendations and reports to Council, as required under this policy;
- 5.2.4 Approving all invoices for payment with a value of two hundred and fifty thousand dollars (\$250,000) or greater;
- 5.2.5 During the time that regular Council meetings are suspended, during a period of recess, or for a declared emergency, the CAO shall be authorized to award contracts as a result of a procurement process that normally would require Council approval, provided that a report is submitted to Council afterwards, setting out the details of any contract awarded pursuant to this authority;
- 5.2.6 Approving the delegation of procurement authority limits by Directors and the Director of Finance and Treasurer to their employees in compliance with applicable Township policies;
- 5.2.7 Where it appears that additional resources (human, financial or capital) will be required to complete a project approved in the Budget, the Department Head may request the transfer of resources or funding, to the Director of Finance / Treasurer and the CAO, the transfer may not conflict with Council's priorities then:
  - a) The CAO may authorize the transfer as long as it is within approved budget and same funding sources.
  - b) Council must approve any transfers in excess of the above limit.

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**5.3 Director of Finance and Treasurer**

The Director of Finance and Treasurer shall be responsible for:

- 5.3.1 Supervision of Procurement Services;
- 5.3.2 Approving procurement policies and procedures, as developed and recommended by Procurement Services;
- 5.3.3 Providing support and guidance to Procurement Services and the bid review panel, as required.
- 5.3.4 Developing, amending and monitoring various financial policies and procedures related to the Township's Purchasing Card Policy (COR-POL-118);
- 5.3.5 Approving procurement authority of employees as per Appendix "F" – Delegated Procurement Authorities of this Policy and Appendix "G" - Procurement Authorities of this Policy – Emergency Acquisition;
- 5.3.6 Approving all invoices for payment with a value up to two hundred and fifty thousand dollars (\$250,000).
- 5.3.7 Where it appears that additional resources (human, financial or capital) will be required to complete a project approved in the Budget, the Department Head may request the transfer of resources or funding, to the Director of Finance / Treasurer and the CAO, the transfer may not conflict with Council's priorities then:
  - a) The Director of Finance / Treasurer may authorize the transfer as long as it is within approved budget and same funding sources.

**5.4 Procurement Services**

Procurement Services shall be responsible for:

- 5.4.1 Preserving the integrity of the procurement process;
- 5.4.2 Establishing procurement procedures consistent with this policy;
- 5.4.3 Ensuring the consistent application of the procurement policy and related procurement procedures and providing Procurement Services in an efficient and diligent manner;
- 5.4.4 Providing procurement advice and related services, including developing and maintaining the necessary forms, contracts, and bid call document templates, for the purposes of fulfilling the procurement needs of the Township;
- 5.4.5 Disposing of personal property, which has been declared surplus in accordance with the Townships surplus asset disposition (section 21);

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5.4.6 Addressing and, where possible, resolving issues or concerns that arise in respect of a procurement process or the application and interpretation of this policy and the Township’s procurement procedures and seeking guidance from the Director of Finance and Treasurer, CAO or Township Solicitor, as required;

## 5.5 Directors

The Directors shall be responsible for:

- 5.5.1 Requesting and managing the administration of procurement authority limits to employees in compliance with this policy and all applicable policies;
- 5.5.2 Ensuring that acquisitions of deliverables are made in accordance with the Township’s procurement policy and procedures;
- 5.5.3 Monitoring all contract expenditures against the awarded contract or purchase order value and ensure compliance with budgetary limits;
- 5.5.4 Identifying and addressing non-compliance with this procurement policy and procedures within their Departments; and
- 5.5.5 Notifying Procurement Services to obtain guidance with respect to mitigating potential risks to the Township arising from the non-compliance upon discovery of instances of non-compliance;
- 5.5.6 Approving all invoices for payment with a value up to two hundred and fifty thousand dollars (\$250,000);
- 5.5.7 Ensuring that all staff under their supervision are fully aware of, and comply with, the Township’s procurement policy and procedures;
- 5.5.8 Ensuring that all staff under their supervision are fully aware of, and comply with, the Township’s P-Card Policy (COR-POL-118) and procedures

## 6 VENDOR CONDUCT AND CONFLICT OF INTEREST

- 6.1 The Township expects its vendors to act with integrity and conduct business in an ethical manner.
- 6.2 The Township may refuse to do business with any vendor that:
  - 6.2.1 Has engaged in illegal or unethical bidding practices;
  - 6.2.2 Has an actual or potential conflict of interest; or
  - 6.2.3 Fails to acknowledge and adhere to Appendix H “Township’s Supplier Code of Conduct”.
- 6.3 Illegal or unethical bidding practices include, but are not limited to:

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- 6.3.1 Bid-rigging, price-fixing, bribery or collusion or other behaviours or practices prohibited by federal or provincial statutes;
- 6.3.2 Attempting to gain favour or advantage by offering gifts or incentives to Township employees, members of Council or any other representative of the Township;
- 6.3.3 Lobbying members of Council or employees or engaging in any prohibited communications during a procurement process;
- 6.3.4 Submitting inaccurate or misleading information in response to a procurement opportunity; or
- 6.3.5 Engaging in any other activity that compromises the Township's ability to run a fair procurement process.
- 6.4 All vendors participating in a procurement process must declare any perceived, potential or actual conflicts of interest.
- 6.5 Where a vendor, a consultant or an individual participates in the development of a bid call document or the specifications, in whole or part, that vendor, consultant or individual shall not be permitted to submit a bid for the subsequent acquisition of deliverables arising from the resulting bid call document.

## 7 PROCUREMENT PROCESS

- 7.1 Any acquisition(s) made by a Township employee shall be undertaken in accordance with the procurement processes described within this policy, the procurement procedures and any other applicable Township policies and procedures.
- 7.2 Acquisitions of information and communications technology, computer equipment or software shall be made with prior consultation with Information Technology Services and in compliance with the appropriate procurement process as outlined in this policy.

## 8 STANDARD PROCUREMENT METHODS

- 8.1 Request for Information (RFI)
  - 8.1.1 A request for information (RFI) shall be issued for the purpose of compiling available market information and capabilities of various vendors in providing deliverables to the Township in order to make informed acquisition decisions and may be followed by a subsequent request for tender or request for proposal.
  - 8.1.2 The receipt of a submission in response to an RFI shall not create any contract obligations on the part of the Township. The Township is not required to proceed with any further procurement process following an RFI.

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8.2 Request for Expression of Interest (REOI)

8.2.1 A request for expressions of interest (REOI) shall be issued for the purpose of compiling a list of potential vendors who may be interested in providing deliverables to the Township. An REOI is often done in the early stages of the procurement process as a means for the Township to seek industry input into scoping requirements for a project that is intended to go back out to market at a later date.

8.2.2 The REOI is also an opportunity for interested parties to respond with the requested information so that they may be informed about future announcements related to the project, including the competitive selection process. The receipt of a submission in response to a REOI shall not create any contract obligations on the part of the Township. The Township is not required to proceed with any further procurement process following a REOI.

8.3 Request for Pre-Qualification (RFPQ)

8.3.1 Submission of information, including, but not limited to a potential vendor’s experience, financial strength, education, background and personnel of firms or corporations who wish to qualify to be able to compete to supply deliverables to the Township.

8.3.2 An RFPQ is typically used as the first stage in a two-stage procurement process in order to short-list the most qualified vendors. The second stage is either a request for proposal (RFP) or a request for tender (RFT) for specific deliverables. The receipt of a submission in response to an RFPQ shall not create any contractual obligation on the part of the Township. The Township is not required to proceed with any further procurement processes following an RFPQ.

8.4 Low Value Purchase (LVP)

8.4.1 A low value purchase (LVP) shall be conducted for the acquisition of deliverables having an estimated acquisition value as stated in Appendix “E” - Thresholds of this Policy (including all applicable taxes).

8.4.2 These acquisitions must be made utilizing either a purchase order or a purchase card. This procurement process can be conducted by the requisitioning department, or if they so desire, with the assistance of Procurement Services.

8.5 Request for Quick Bid (QB)

8.5.1 An informal quick bid (QB) maybe issued for the acquisition of deliverables having an estimated acquisition value as stated in Procurement Policy Thresholds (including all applicable taxes) (Appendix “E”) in which the requestor or Procurement Services seeks to obtain three

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(3) written quotes from vendors for the requested deliverables.

8.5.2 If the contract is to be billed over multiple invoices, the requisitioning department must reference the contract number and Purchase Order number on all applicable invoices and notify Accounts Payable on the final invoice that the Purchase Order may then be closed.

8.6 Request for Quotation (RFQ)

8.6.1 A formal request for quotation (RFQ) may be issued for the acquisition of deliverables having an estimated acquisition value as stated in Appendix “E” - Thresholds of this Policy (including all applicable taxes).

8.6.2 Any irregularities in the bid shall be dealt with in accordance with Appendix “C” - Bid Irregularities of this Policy, and in compliance with the procurement process stated in this policy.

8.7 Request for Tender (RFT)

8.7.1 A formal request for tender (RFT) shall be conducted for the acquisition of deliverables having an estimated acquisition value as stated in Appendix “E” - Thresholds of this Policy (including all applicable taxes), and where all of the following criteria apply:

- a) Two or more sources are considered capable of supplying the deliverables;
- b) The specifications for deliverables can be adequately defined;
- c) The market conditions are such that bids can be submitted on a competitive pricing basis;
- d) It is intended that the lowest cost bid shall be accepted;
- e) In the case of a pre-qualified RFT, only the selected pre-qualified vendors shall be notified.

8.7.2 Any bid irregularities shall be dealt with in accordance with Appendix “C” - Bid Irregularities of this Policy, and in compliance with the procurement process stated in this policy

8.8 Request for Proposal (RFP)

8.8.1 A formal request for proposal (RFP) shall be conducted for the acquisition of deliverables having an estimated acquisition value as stated in Appendix “E” - Thresholds of this Policy (including all applicable taxes), and where price is not the primary evaluation factor. An RFP bid call document may provide for negotiation of all terms, including price prior to contract award. An RFP may include the provision for the negotiation of best and final offers and may be a single stage or multi stage RFP.



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- 8.8.2 The goals of an RFP are:
- a) To implement an effective, objective, fair, open, transparent, accountable and efficient procurement process for obtaining unique proposals designed to meet broad outcomes to a complex problem or need for which there is no clear or single solution; and
  - b) To select the proposal that earns the highest total score and meets the requirements specified in the bid call document, based on qualitative, technical and pricing considerations.
- 8.8.3 This procurement process can be used for any dollar value, when the requirements cannot be definitely specified. An RFP may be conducted for the procurement of deliverables when any of the following criteria apply:
- a) The selection of the contractor depends more upon the effectiveness of the proposed solution, than the price alone;
  - b) It is expected that negotiation with one or more contractors may be required with respect to any aspect of the contract; and
  - c) The precise deliverables, or the specifications are not known or are not definable and it is expected that the contractor will further define them.
- 8.8.4 In the case of a pre-qualified RFP, only the selected pre-qualified contractors shall be notified.
- 8.8.5 A two-step RFP procurement process consists of two stages:
- a) In Stage 1, the evaluations of technical qualifications are conducted. This stage may include vendor presentations and interviews.
  - b) In Stage 2, the evaluations of financial submissions are conducted. Financial evaluations shall be conducted on vendors that have met or exceeded the minimum point score on the technical evaluations in stage one.
- 8.8.6 Any proposal irregularities shall be dealt with in accordance with Appendix "D" - Proposal Irregularities of this Policy, and in compliance with the procurement process stated in this policy.

**9 ALTERNATIVE PROCUREMENT METHODS**

9.1 Unsolicited Bid / Proposal

- 9.1.1 The Township shall not consider an unsolicited bid or proposal and/or communication with respect to a potential unsolicited bid or proposal.

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## 9.2 Negotiation

9.2.1 Procurement Services may use negotiation as a procurement process of deliverables or for the sale of personal property for any contract when any of the following criteria apply:

- a) The deliverables are deemed necessary by the CAO as a result of an emergency acquisition which would not reasonably permit the use of any other prescribed procurement process;
- b) Due to abnormal market conditions, the deliverables required are in short supply;
- c) Where competition is precluded or severely restricted due to the existence of any patent right, copyright, security risk, trade secrets, technical data, or control of raw material;
- d) Where only one submission is received and it exceeds the amount budgeted for the acquisition;
- e) Where the lowest compliant bid exceeds the approved budget of the deliverables and it is impractical to re-bid;
- f) Where all submissions fail to meet the specifications or terms and conditions and it is impractical to re-bid;
- g) When no submissions are received in a bid call and time deadlines make it impractical to re-bid;
- h) An attempt, or attempts to acquire the required deliverable has been made in good faith using a competitive procurement process which has been unsuccessful in identifying a contractor and it is not reasonable or desirable that a further attempt to acquire the deliverables using a procurement process be made other than negotiation;
- i) In response to the sale of personal property with the highest bidder;
- j) If a negotiated settlement cannot be reached with the highest evaluated respondent to an RFP, the Township may proceed to negotiate with the next highest evaluated respondent until a contractor is selected;
- k) Where, for security or confidentiality reasons, it is in the best interest of the Township; or
- l) Where by resolution to do so by Council.

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9.3 Emergency Purchases

9.3.1 Notwithstanding the provisions of this policy, an emergency acquisition shall be made, without issuing a bid call document, and may include negotiation when the Mayor declares, the CAO, or the Director of Finance and Treasurer determine that an emergency situation exists and the immediate acquisition of deliverables are necessary to prevent or alleviate: (a) a serious delay in service delivery; (b) a threat to the health, safety or welfare of any person; (c) the disruption of essential services; or (d) damage to public property, which includes, but is not limited to, an emergency declared under the *Emergency Management and Civil Protection Act*;

9.3.2 For greater clarity, an emergency acquisition does not include a situation that has arisen due to a failure to plan to allow sufficient time for a competitive procurement process.

9.3.3 When any of the above criteria are applicable, a purchase order shall be issued or P-Card shall be used. In the case of an after hour emergency, a purchase order shall be issued when practical to do so.

9.3.4 Subsequent to the conclusion of an emergency event, the CAO shall submit a report to Council explaining the actions taken and the reason(s).

9.4 Single Source Acquisition

9.4.1 A single source procurement process may be used, subject to the approval of either the CAO or the Director of Finance and Treasurer, if the deliverables are available from more than one source, but there are valid and sufficient reasons as determined by the Director of the requisitioning department, for selecting one vendor in particular, including one or more of the following:

- a) An attempt to acquire the required deliverables by soliciting competitive bids has been made in good faith, but has failed to identify more than one vendor;
- b) The deliverable is acquired for testing or trial use;
- c) The confidential or security-related nature of the requirement is such that it would not be in the public interest to solicit competitive bids;
- d) There is a need for standardization or compatibility with deliverables previously acquired;
- e) Where necessary to maintain an existing warranty from a previous or existing vendor;
- f) Where only one authorized dealer/reseller is offering the

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- deliverables due to franchise restrictions;
  - g) Construction, renovations, repairs, maintenance, etc. in respect of a building leased by the Township may only be done by the lessor of the building, in accordance with a lease agreement;
  - h) The deliverables are acquired under circumstances which are exceptionally advantageous to the Township, such as in the case of a bankruptcy or receivership;
  - i) It is advantageous to the Township to acquire the deliverables from a vendor pursuant to the procurement process conducted by another government agency;
  - j) It is advantageous to the Township to acquire the deliverables directly from another public body;
  - k) Another organization is funding or substantially funding the acquisition and has selected the vendor, and the terms and conditions of the commitment into which the Township shall enter are acceptable to the Township;
  - l) Where, due to abnormal market conditions, the deliverables required are in short supply;
  - m) Notwithstanding anything in this policy, where an acquisition is determined by Council to be fair and reasonable and is made from a non-profit corporation supported by the Township, the Township may make such an acquisition as a single source acquisition; or
  - n) Where goods are offered for sale to the Township by auction or negotiation, such an acquisition shall be deemed to be a single source acquisition and authorization to submit a bid or conduct negotiations in compliance with Appendix “E” - Thresholds of this Policy (including all applicable taxes) where the acquisition is determined to be clearly in the best interest of the Township.
- 9.4.2 Before the award of a contract using the above rationale, the requester shall perform due diligence by exploring price negotiation possibilities with the selected vendor.
- 9.4.3 There must be sufficient justification provided to the CAO or the Director of Finance and Treasurer prior to awarding a contract pursuant to the single source procurement process.
- 9.4.4 The award of single source contracts shall be in compliance with Appendix “E” – Thresholds of this Policy (including all applicable taxes).

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## 9.5 Sole Source Acquisition

9.5.1 A sole source acquisition may be conducted for the acquisition for deliverables without the competitive procurement process, subject to the approval of either the CAO or the Director of Finance and Treasurer when one or more of the following circumstances apply:

- a) 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;
- b) One available vendor's unique ability or capability to meet the particular requirements of a bid call document;
- c) Statutory or market based monopoly; or
- d) The complete deliverable is unique to one vendor and no alternative or substitute exists.
- e) Where the Township has a rental contract and an offer to buy-out the equipment or extend the rental contract may be beneficial to the Township.

9.5.2 The award of sole source contracts shall be in compliance with Appendix "E" – Thresholds of this Policy (including all applicable taxes).

## 9.6 Price Agreements

9.6.1 A bid call document may be issued in accordance with this policy in order to establish price agreements for the acquisition of deliverables for a specified time.

9.6.2 The Township shall have no obligation to any vendor to order any deliverable under a price agreement, unless otherwise agreed upon, in writing, pursuant to a contract between the Township and the vendor.

## 9.7 Co-Operative Procurement and Piggyback

9.7.1 The Township may participate in co-operative procurement with other government agencies or public authorities where it is in the best interest of the Township to do so.

9.7.2 The Township may also piggyback on other government agencies or public authorities contracts where it is in the best interest of the Township to do so. The Township may also allow other government agencies or public authorities to piggyback on contracts established by the Township

9.7.3 If the Township decides to participate in a co-operative procurement or piggyback contract, then the procurement policies and procurement procedures of the government agencies or public authorities calling the bid on behalf of the participants are to be the accepted policies and

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procedures and the Township maybe required to be named in the initial co-operative bid call documents.

9.7.4 Notwithstanding any other provision of this policy, an acquisition may be made directly from a vendor if Procurement Services determines that a government agency has followed a competitive method for the acquisition of deliverables and the following additional conditions exist:

- a) The same deliverables shall be made available to the Township for the same or better price than the price that the Township could secure on its own;
- b) The acquisition of deliverables by the Township is within the approved budget; and
- c) The vendor is not suspended or in litigation with the Township.

9.7.5 The award and contract execution in relation to an acquisition made by another government agency shall be in accordance with the authorities applicable to a competitive procurement as set out in this policy.

9.8 Non-binding Request for Proposal

9.8.1 A non-binding request for proposal (RFP) may be used where, in the opinion of Procurement Services, it is in the best interest of the Township.

9.8.2 It is not the intent of the Township, nor the effect of this non-binding RFP to initiate or form contract relations by the submission of a proposal by any contractor in response to this RFP. The RFP is merely a call for proposals and not a bid call intending to place legally binding obligations on the Township or any contractor to enter into a definite contract or to be bound by any of the terms of this RFP, unless and until, the Township has completed the evaluation, negotiation and finalization of a proposal satisfactory to both the Township and the selected contractor.

9.9 In-House Bids

9.9.1 The Township does not currently permit employees to compete with external entities for acquisition opportunities.

9.10 Consulting and Professional Services

9.10.1 Consulting and professional services shall follow the prescribed procurement process based on the estimated acquisition value as stated in Appendix “E” - Thresholds of this Policy (including all applicable taxes).

**10 LOCAL PREFERENCE**

10.1 The Township shall endeavour to achieve best value in its commercial transactions. Therefore, the Township shall not practice local preference in awarding contracts. This will allow the Township to comply with the

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*Discriminatory Business Practices Act, R.S.O. 1990, and Chapter D12, as amended and all applicable Treaties.*

## 11 LITIGATION

- 11.1 The Township shall not accept, award or extend any Contract to any Contractor, Bidder, Proponent or any other party (including any related or affiliated entities and any principal thereof) who is in unresolved litigation with the Township, within the last 5 years, subject to the following exceptions;
  - 11.1.1 Where there is only one source of supply or service provider and the CAO has approved the award;
  - 11.1.2 In case of an emergency purchase as outlined in this policy;
  - 11.1.3 Where there is legal obligation on the part of the Township to enter into the Contract;
  - 11.1.4 Where the proposed contract is pursuant to an inter-governmental or co-operative agreement and where another government agency will be party to the contract and has approved the award.

## 12 BID REVIEW PANEL

- 12.1 If a submission contains an irregularity, or if there is a challenge to the procurement process, the issue shall be referred to the bid review panel to determine whether the submission complies with the requirements set out in the bid call document or to determine the validity of the challenge.
- 12.2 Procurement Services shall establish a bid review panel composed of, at a minimum, the following employees:
  - 12.2.1 Lead person from the Requisitioning department of the deliverables; and
  - 12.2.2 Two or more selected persons by the requisitioning department.
- 12.3 The composition of the bid review panel may include other individuals as required depending on the nature of the deliverables being acquired.
- 12.4 The bid review panel's responsibilities include, but are not limited to, reviewing and making recommendations on action to be taken related to;
  - 12.4.1 Submission irregularities or other issues pertaining to a bid or proposal; and/or
  - 12.4.2 Bid challenges.
- 12.5 The bid review panel shall use Appendix "C" - Bid Irregularities to this Policy, to determine the action that shall be taken if a bid irregularity exists, except for proposal irregularities, which shall be determined in accordance with Appendix "D" - Proposal Irregularities to this Policy.

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- 12.6 If the bid review panel does not agree unanimously that the submission shall be accepted or rejected, the matter shall be forwarded to the Township Solicitor for an opinion on recommended action.

**13 BID / PROPOSAL IRREGULARITIES**

- 13.1 Procurement Services shall exercise judgement in determining compliant submissions and consult with the bid review panel when a bid irregularity or proposal irregularity occurs.
- 13.2 Appendix “C” - Bid Irregularities to this Policy, and Appendix “D” – Proposal Irregularities to this Policy shall be used to determine the action that shall be taken if a bid irregularity or proposal irregularity is deemed to exist.
- 13.3 The description on Appendix “C” and Appendix “D” should not be considered an exhaustive list of all possible irregularities for bids or proposals. Procurement Services, after consultation with the bid review panel, may reject a submission based on a bid or proposal irregularity not listed in the description that is considered a material irregularity.
- 13.4 Procurement Services shall notify bidders whose bids or proposals are rejected due to an irregularity prior to any bid award.

**14 BID DEBRIEFING**

- 14.1 The purpose of debriefing is to explain to unsuccessful vendors why their submission was not accepted, allowing them to improve their future submissions and submit more competitive bids. A debriefing establishes and maintains the Township’s reputation as a fair, honest and ethical entity, ensuring that high quality vendors are encouraged to make future submissions. In addition, Procurement Services employees can improve future bid call documents by using the comments and suggestions provided by vendors.
- 14.2 Following the award of a contract, a debriefing will be provided upon request as long as the request for a debriefing is made within fourteen (14) calendar days following the award of contract being made public on the Township’s e-procurement website.
- 14.3 Debriefing may be conducted via telephone or in person. A debriefing may include the following, as applicable:
  - 14.3.1 The name(s) of the contractor;
  - 14.3.2 The total evaluated price of the contractor for a request for tender;
  - 14.3.3 The total evaluated score of the contractor for a request for proposal;
  - 14.3.4 An outline of the reasons the vendor’s submission was not successful according to the evaluation criteria and selection methodology; and
  - 14.3.5 Scores achieved on all rated criteria with sufficient detail for the vendor



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being debriefed to understand why those scores were assigned.

**15 BID DISPUTE RESOLUTION**

- 15.1 In the event any vendor involved in a procurement process with the Township presents a dispute in writing in regards to the procurement process made within fourteen (14) calendar days following the award of contract being made public on the Township’s e-procurement website, the following dispute resolution process shall be followed:
  - 15.1.1 The vendor identifying the dispute shall be required to state the nature of the dispute in writing, giving full details and history of the events leading to the dispute claim, addressed to Procurement Services;
  - 15.1.2 The award of any contract shall not be rescinded nor the progress of any project be delayed by a request for dispute resolution unless recommended by the CAO or the Director of Finance and Treasurer through consultation with Procurement Services;
  - 15.1.3 Upon receiving the dispute claim, a bid debriefing will take place with, at a minimum, Procurement Services, the procurement representative and requester and up to two representatives of the vendor; and
  - 15.1.4 The Procurement Services shall convene the bid debriefing between the parties within fourteen (14) calendar days of the receipt of the dispute claim. The meeting will be structured to assist the vendor to both understand the procurement process that occurred and to assist in improving their future bids to the Township.

**16 TIE BIDS RECEIVED**

- 16.1 In the case of a tied bid between two bidders and where multiple awards are not possible, a coin toss as prescribed in the Procurement Services procurement procedures manual shall be conducted by Procurement Services.
- 16.2 In the case of tied bids between three or more bidders and where multiple awards are not possible, the Township shall determine the contractor by a lottery draw as prescribed in the Procurement Services procurement procedures manual.

**17 CONTINGENCY MANAGEMENT**

- 17.1 Contingency means an event or circumstance that gives rise to an increase in a contract price and which could not have been reasonably anticipated at the time of contract award.
- 17.2 Where the acquisition cost of an awarded contract that required Council approval, through a budget process or otherwise, is expected to exceed the approved amount in the approved budget and approval of additional contingency funds are required:

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- 17.2.1 The Directors and CAO may approve the overage so long as the amount of the cumulative overages for the awarded contract is within the procurement authority of the position, is fifteen percent (15%) or \$15,000 or lessor of the two, (Including non-refundable HST); and
- 17.2.2 Council shall consider and may subsequently approve the overage where the cumulative overages for the awarded contract are at or exceeds fifteen percent (15%) or \$15,000 or lessor of the two, (Including non-refundable HST) where funding sources are not identified within other approved funding within the Township.

**18 SCOPE CHANGE**

- 18.1 Scope change is any change to the scope of an awarded contract to accommodate a need not originally provided for in the contract.
- 18.2 Where scope change is beneficial to the Township, and it is for deliverables similar in nature to those under contract, approval shall be acquired as follows:
  - 18.2.1 The Department Head and CAO may approve the scope change so long as the Scope Change it is not outside the original intent of the scope of the Project, and the amount of the cumulative change for the awarded contract is within the procurement authority of the position.

**19 PRESCRIBED COUNCIL APPROVAL**

- 19.1 Despite any other provision of this policy, save and except for the circumstances, the following contracts require Council approval, prior to award:
  - 19.1.1 Any contract requiring approval from the Ontario Municipal Board (Local Planning Appeal Tribunal (LPAT));
  - 19.1.2 Any contract prescribed by statute to be made by Council;
  - 19.1.3 Any contract prescribed by a court order;
  - 19.1.4 Where the procurement policy is being suspended;
  - 19.1.5 Where there is no provision in the Township's annual budget for the deliverable subject to the contract or purchase order;
  - 19.1.6 Where the acquisition value proposed for acceptance is higher than the Council approved budget and where negotiated attempts to reduce the acquisition value within the approved budget were unsuccessful;
  - 19.1.7 Where there is an unresolved bid or proposal irregularity or challenge in connection with the procurement process and, in the opinion of the CAO, in consultation with the Township's Solicitor, the award of the contract is likely to expose the Township to legal, financial or reputational risk;
  - 19.1.8 Where authority to approve has not been expressly delegated; and

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19.1.9 Any contract having an acquisition value, requiring Council approval in accordance with Appendix "E" - Thresholds of this Policy including all applicable taxes) ;

**20 SURPLUS ASSETS**

- 20.1 On an annual basis or at such other time as may be prescribed, all goods of the Township, which have become surplus to its needs and are to be disposed of, shall be listed with reasonable particularity and such lists shall be provided to Procurement Services for disposal.
- 20.2 Procurement Services shall then have the authority to transfer such surplus assets from one department to another department and shall have the authority to sell, or dispose of such surplus assets or to exchange or trade the same for replacement assets.
- 20.3 Surplus assets not required by any Township Department shall be disposed of by means of public auction or advertised for public tender and sold to the bidder submitting the highest priced bid. Alternatively, at the discretion of Procurement Services, where the estimated value is one hundred dollars (\$100.00), surplus assets may be donated for a registered charitable or benevolent purpose to a community organization.

**21 PROCUREMENT DOCUMENTS AND RECORDS RETENTION**

- 21.1 A copy of all contracts executed pursuant to this procurement policy shall be delivered to Procurement Services for, at a minimum, electronic storage in their selected e-procurement system.
- 21.2 All procurement documents, as well as any other pertinent information for reporting and auditing purposes must be retained in a recoverable form in accordance with the Township's Records Classification and Retention Schedule.

**22 BY-LAW/POLICY REVIEW**

- 22.1 This policy shall be reviewed and evaluated for effectiveness at least every five (5) years from the date of its enactment. A review may be conducted at any time if Procurement Services deems it necessary.

**23 AMENDMENTS**

- 23.1 This policy may be amended from time to time upon the approval of the CAO or the Director of Finance and Treasurer in order to add, delete or modify matters listed that are administrative in nature.

**24 SEVERABILITY**

- 24.1 Should any section or sections of this policy or parts thereof be found by an adjudicator of competent jurisdiction to be invalid or beyond the power of Council to enact, such Section, Sections, or parts thereof shall be deemed to be

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severable and all other Sections or parts of the policy shall be deemed to be separate and independent there from and shall continue in full force and effect.

**25 REPORT TO COUNCIL**

- 25.1 Procurement Services will report to Council periodically during the year on activities related to Tendering, single and sole source activities.
- 25.2 Departments will be responsible for providing a report to Council for information on all awards greater than \$1,000,000.00 (one million) during the year on all activities related to Tendering, single and sole source activities.

**26 RESTRICTIONS**

- 26.1 No Township employee, member of Council or local board or committee member shall acquire, on behalf of the Township, any deliverables, except in accordance with this policy and the restrictions set out herein;
- 26.2 The acquisition of deliverables shall occur only if the necessary funds are available within an approved budget or the requisition is expressly made subject to funding approval and, to the extent that they may be required, funds are available from any other local board, committee, municipality or other government agency on whose behalf the acquisition of deliverables is also being made;
- 26.3 Council has provided funds for such acquisition in the budget or otherwise agreed to the provision of such funds and no expenditure shall be authorized or incurred in excess of such funds;
- 26.4 No contract, renewals or extensions for deliverables shall be divided into two or more parts to avoid the application of the provisions of this policy;
- 26.5 No personal acquisitions shall be made by the Township directly or indirectly for members of Council or any appointed member of a local board or committee or for any employee of the Township or their families with the exception of corporate sponsored employee programs;
- 26.6 No Township employee, member of Council or local board or committee member shall cause or permit any potential vendor to have an unfair advantage or disadvantage in obtaining a contract for the supply of deliverables to the Township;
- 26.7 No Township employee, member of Council or local board or committee member shall extend, in the discharge of his or her official duties, preferential treatment to relatives, friends, organizations or groups in which they or his or her relatives or friends have a pecuniary interest;
- 26.8 No Township employee, former Township employee, member of Council or local board or committee member or any spouse (including common law spouse),

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parent, grandparent, sibling, child, grandchild, niece, nephew, uncle or aunt of a Township employee, member of Council or local board member, shall not be permitted to acquire any surplus assets to be disposed of except by successfully bidding on the same at a public auction and in no case if the duties of that Township employee, Council member or local board member include making decisions regarding the disposal of such surplus assets or activities relating to the conduct of the auction;

- 26.9 No Township employee shall solicit, accept or condone the solicitation or acceptance of any gift, favour or form of entertainment and/or hospitality from any person or corporation having dealings with the Township;
- 26.10 No Township employee, member of Council or local board or committee member may supply deliverables as a vendor to the Township;
- 26.11 The acquisition methods and Purchase Order requirements described in this Policy are not required for the Purchase or payment of those items listed in Schedule “B” – Exceptions, or as otherwise listed in this Policy. For clarity, all other requirements and limitations of this Policy apply.
- 26.12 No Purchase, Contract or Purchase Order for Goods, Services, or Construction may be divided into two or more parts to avoid the application of the provisions of this by-law. For determining the method of Procurement as set out in Schedule “D” - Bid Thresholds, the expected total spend which includes the term and possible extension years for the same or similar Goods or Services within a Department shall be the reference for determining compliance with the financial and other limits set out in Schedule “F” – Delegated Procurement Authorities.
- 26.13 Where the total term of a Contract exceeds five (5) years, approval of the proposed total term must be obtained from Council prior to the issuance of the Solicitation. For purposes of this section, the total term includes the aggregate of the base term, plus all renewal, extension and option years.
- 26.14 Notwithstanding section 27.13, in respect of a Contract which was executed prior to this by-law coming into effect, and such Contract is proposed for an extension in which the total term will exceed five (5) years, approval of Council must be obtained prior to renewing or extending the Contract. For purposes of this section, the total term includes the aggregate of past and present terms, plus all renewal, extension and option years proposed.
- 26.15 Notwithstanding sections 27.13 and 27.14, where the annual Purchase requirement for the Department is less than the Low Value Purchase limit set out in Schedule “F” – Delegated Procurement Authorities, no limit to the duration of a Contract or Contractor relationship applies.

**27 EXEMPTIONS**

- 27.1 For exemptions refer to Appendix “B” of this policy.

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**28 RELATED DOCUMENTATION**

- 28.1 Appendix "A" - Definitions
- 28.2 Appendix "B" - Exemptions
- 28.3 Appendix "C" - Bid Irregularities
- 28.4 Appendix "D" - Proposal Irregularities
- 28.5 Appendix "E" - Thresholds
- 28.6 Appendix "F" – Procurement Authorities
- 28.7 Appendix "G" – Procurement Authorities of this Policy - Emergency Acquisition
- 28.8 Appendix "H" - Supplier Code of Conduct
- 28.9 Procurement By-Law 2021-006
- 28.10 Procurement Procedures FIN-PRO-107
- 28.11 Purchasing Card Policy COR-POL-118
- 28.12 Policy and Procedure Framework Corporate Policy COR-POL-100

**29 APPROVAL AUTHORITY**

<u>                    </u> Council Authority	<u>                    </u> 2021-006 By-law	<u>                    </u> Township Clerk	<u>                    </u> Date
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**30 Appendix “A” Definitions**

- 30.1 *"Acquisition"* or *"Procurement"* includes a purchase, rental, lease or conditional sale of deliverables, but does not include:
  - 30.1.1 Any form of assistance such as grants, loans, equity infusion, guarantees or fiscal incentives;
  - 30.1.2 Provision of deliverables to persons or other government organizations;
  - 30.1.3 A revenue generating arrangement; or
  - 30.1.4 Acquisition of real property;
- 30.2 *"Acquisition Value"* means the total financial commitment resulting from a procurement process, including all expenses related to fully executing all available renewals and contract extension options available in the contract in Canadian currency, exclusive of taxes;
- 30.3 *"Addendum"* means a document or information attached or added to clarify, modify, or support the information in the original bid call document and may also include "addenda";
- 30.4 *"Asset"* means tangible or intangible property, other than real property, movable property subject to ownership, with exchange value;
- 30.5 *"Authority"* or *"Authorized"* means the legal right to conduct the tasks outlined in this policy as directed by Council and delegated through the office of the CAO to the Directors and subsequently to Procurement Services. Authorized acquisitions are those that have prior approval of Council either through resolution or through the Departmental budget;
- 30.6 *"Award"* or *"Acceptance"* means the notification to a bidder of acceptance of a bid, which brings a contract into existence;
- 30.7 *"Best Interest"* means the discretion the Township has to take the most advantageous action on behalf of the Township;
- 30.8 *"Best Value"* means that an acquisition represents the optimal balance of high quality and financial terms; and might not be lowest cost;
- 30.9 *"Bid"* or *"Bids"* means an offer or submission received in response to a call for bids, and includes a proposal;
- 30.10 *"Bidder"* means any legal entity that submits a bid in response to a call for bids, and may include "proponent" or "respondent";
- 30.11 *"Bid Bond"* means a bond given to the Township to guarantee entry into a contract. This bond is given to indemnify the Township against increased costs if the bidder does not carry out the specified undertaking to enter into a contract;
- 30.12 *"Bid Call Document"* means the Township's bid document which may be in the

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form of request for quotation (RFQ) (including quick bid), request for proposal (RFP), request for tender (RFT), or other RFx bid documents;

- 30.13 *“Bid Dispute Resolution”* means a provision in the procurement procedures which outlines procedures to ensure that a protest to a bid is handled in an ethical, fair, reasonable and timely fashion;
- 30.14 *“Bid Irregularity”* means a deviation between the requirements (terms, conditions, specifications, special instructions) of a bid call and the information provided in a submission. Appendix “C” - Bid Irregularities of this Policy establishes the action that shall be taken;
- 30.15 *“Bid Review Panel”* means employees of the Township, appointed pursuant to this policy to review bid irregularities, proposal irregularities or other issues pertaining to a Bid including, a bid protest, in accordance with the Township’s procurement policies and procedures and may include Township solicitor;
- 30.16 *“Blackout Period”* means the period of time from when the bid call document is issued and when the contract is awarded by the Township to the selected vendor during which time the vendor shall communicate exclusively with the Procurement Representative;
- 30.17 *“Chief Administrative Officer (CAO)”* means the individual occupying the office of Chief Administrative Officer of The Corporation of the Township of King, also referred to herein as CAO, or such successor office as the case may be;
- 30.18 *“Clerk”* means the individual occupying the office of the Clerk for The Corporation of the Township of King, or such successor office as the case may be;
- 30.19 *“Committee”* means a body of one or more individuals that can be comprised of members of Council and residents of the Township. Each committee has a different functional specialization and their type of work differs depending on the subject;
- 30.20 *“Competitive Procurement”* means a procurement process followed in order to provide an equal opportunity to multiple vendors, whether by invitation or by advertisement to the public, to bid on a contract as set out in a bid call document;
- 30.21 *“Conflict of Interest”* means a real or seeming incompatibility between one’s private interests and one’s public or fiduciary duties in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity;
- 30.22 *“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, soil investigation, seismic investigation, the supply of products and materials and the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering



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or architectural work, but does not include professional services related to the construction contract unless they are included in the procurement;

- 30.23 "*Consultant*" means an entity, an individual, a partnership or a corporation that possesses unique qualifications that allow them to perform specialized consulting and professional services as advisors usually for a fee to the Township and includes a "contractor", "supplier", and "vendor";
- 30.24 "*Consulting and Professional Services*" means those services requiring the skills of a professional for a specialized service. This includes but is not limited to the services of architects, engineers, designers, surveyors, planners, accountants, auditors, management professionals, marketing professionals, software and information technology experts, financial consultants, lawyers, law firms, real estate agents and brokers, environmental planners and engineers, hydrogeologists, transportation planners and engineers, communications consultants and any other consulting and professional services which may be required by the Township;
- 30.25 "*Contingency*" means an event or circumstance that gives rise to an increase in a contract price and which could not have been reasonably anticipated at the time of contract award;
- 30.26 "*Contract*" means any form of voluntary binding agreement (including a purchase order) between two or more competent parties, arising from an offer and acceptance, creating an obligation to perform a service, provide a product or commit an act in return for financial consideration;
- 30.27 "*Contractor*" means the selected bidder that has a contract with the Township to perform the deliverables described in a bid call document. For clarity, for this policy only, "contractor" includes "consultant", "supplier" and "vendor";
- 30.28 "*Co-operative Procurement*" means; a) the action taken when two or more entities combine their requirements to obtain advantages of volume acquisitions including administrative savings and other benefits; or b) a variety of arrangements whereby two or more public procurement entities purchase from the same vendor(s) using a single bid call document.-*Co-operative procurement* efforts may result in a *contract* that other entities may *piggyback* onto these *contracts*;
- 30.29 "*Council*" means the elected Council of The Corporation of the Township of King;
- 30.30 "*Debriefing*" means a practice used primarily during the request for proposal process, whereby the Township's Procurement Services representative will meet in person or by telephone with those parties requesting a debriefing, whose submissions were not deemed appropriate for award. It is viewed as a learning process for respondents who may gain a better understanding regarding perceived deficiencies contained within their submission;

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- 30.31 “*Deliverables*” means goods, services and construction;
- 30.32 “*Director*” means the *individual* occupying the office of a *Director* for The Corporation of the *Township* of King, or such successor office as the case may be;
- 30.33 “*Director of Finance and Treasurer*” means the individual occupying the office of the Director of Finance and Treasurer for The Corporation of the Township of King, or such successor office as the case may be;
- 30.34 “*Dispose*” means the sale, exchange, destruction, trade, transfer or gift of goods owned by the Township which are surplus to its needs and “disposal” and “disposed” shall have similar meanings;
- 30.35 “*Electronic Bidding*” means a method of issuing bid call documents and/or receiving bids where the process of issuing and/or receiving bids by internet is considered appropriate;
- 30.36 “*Emergency*” means an event or circumstance where the immediate acquisition of deliverables is necessary to prevent or alleviate: (a) a serious delay in service delivery; (b) a threat to the health, safety or welfare of any person; (c) the disruption of essential services; or (d) damage to public property, and includes, but is not limited to, an emergency declared under the Emergency Management and Civil Protection Act;
- 30.37 “*Employee*” means an individual who works part-time or full-time under a contract of employment, whether oral or written, express or implied for The Corporation of the Township of King and has recognized rights and duties;
- 30.38 “*Employee Code of Conduct*” means the Township's Employee Code of Conduct, as amended;
- 30.39 “*Goods*” means anything acquired other than services or real property;
- 30.40 “Including all applicable taxes” means the percentage of the Harmonized Sales Tax (HST) that the Township is required to pay on the acquisition of deliverables;
- 30.41 “*Individual*” means a natural person;
- 30.42 “*Lease*” means a financial arrangement whereby equipment or municipal capital facilities are provided to the Township by a third party in exchange for a series of payments;
- 30.43 “*Litigation*” means any formal dispute between the Township and any other party, including third party and cross claims, where a legal proceeding has been commenced for an injunction, a mandatory order, a declaration, or the recovery of money, or an arbitration proceeding;
- 30.44 “*Local Board*” means a municipal service board, transportation commission, board of health, police services board, planning board, or any other board,

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commission, committee, body or local authority established or exercising any power under any act with respect to the affairs or purposes of one or more municipalities, excluding a school board or a conservation authority;

- 30.45 “*Low Value Purchase*” (LVP) means the acquisition of deliverables having an estimated acquisition value as stated in Appendix “E” - Thresholds of this Policy (including all applicable taxes);
- 30.46 "Mayor" means the member of Council holding the office of Mayor for the Township;
- 30.47 “*Negotiation*” means a bargaining process between two or more parties seeking to reach a mutually satisfactory agreement on, or settlement of, a matter of common concern. It can be used as part of a procurement process;
- 30.48 “*No Cost Procurement*” means an acquisition by the Township does not bear any cost (expense or capital expenditure). This usually is a result of a cost pass-through from a third party for a particular project;
- 30.49 “*Non-Competitive Procurement*” means an acquisition made directly from one vendor, and may include a situation where negotiations take place with more than one vendor prior to the acquisition, but does not include a situation where negotiations have been specifically permitted and provided for and take place pursuant to the terms set out in a request issued pursuant to a Competitive procurement;
- 30.50 “*Non-Profit Organization*” means any corporation incorporated as a not-for-profit corporation under the *Canada Not-for-profit Corporations Act*, the *Ontario Corporations Act*, or any successor legislation;
- 30.51 “*P-Card*” means purchase card;
- 30.52 “*Purchasing Card Policy*” means the policy governing the administration of the P-Card program;
- 30.53 “*Person*” means and includes any natural person, corporation, company, limited liability company, trust, joint venture, association, incorporated organization, partnership, governmental authority or other entity, and shall be construed to include such person’s successors and permitted assigns;
- 30.54 “*Personal Property*” means tangible or intangible property, other than real property, movable property subject to ownership, with exchange value;
- 30.55 “*Piggyback*” means a form of intergovernmental *co-operative procurement* process in which the Township shall be extended the pricing and terms of a contract established by another entity. Generally, one entity will competitively award a contract that will include language allowing other entities to utilize the contract, which may be to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on

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their own. The Township may participate with other government agencies or public authorities in a co-operative procurement process where it is in their best interest to do so. The Township shall have a piggyback clause in most bid call documents, which permits the Township to extend the pricing, terms and conditions of a contract to other government entities, upon approval of the contractor;

- 30.56 "*Policy*" means this policy, as amended;
- 30.57 "*Price Agreement*" means a contract between the Township and a vendor resulting from a bid call document, under which the vendor agrees to provide deliverables as and when needed by the Township, at a pre-determined price, for a pre-determined period of time, upon pre-determined terms and conditions;
- 30.58 "*Procurement*" means the process of acquiring deliverables from an external source, often using a defined method. The most appropriate method is used to ensure the Township receives deliverables at the best total acquisition value;
- 30.59 "*Procurement Authority*" means the authority assigned to a Township employee to incur expenditures, including advance and progress payments on behalf of the Township;
- 30.60 "*Procurement Procedures*" means the procedures developed by Procurement Services for the implementation of this policy;
- 30.61 "*Procurement Process*" means the method by which an acquisition is made, including competitive and non-competitive procurement;
- 30.62 "*Procurement Representative*" means the representative from Procurement Services that facilitates the procurement process as specified in the bid document and in collaboration with the requisitioning department;
- 30.63 "*Procurement Services*" means an employee responsible for the Township's centralized procurement process and is hereby authorized to act as an agent in all such matters pertaining thereto; and occupies the office of Procurement Services for The Corporation of the Township of King, or such successor office as the case may be;
- 30.64 "*Proponent*" means the legal entity that submits a bid in response to a bid call document and may include bidder or respondent;
- 30.65 "Proposal" means a submission received in response to a request for proposal (*RFP*).
- 30.66 "*Proposal Irregularity*" means a deviation between the requirements (terms, conditions, specifications, special instructions) of a bid call document and the information provided in a proposal submission. Appendix "D" - Proposal Irregularities of this Policy establishes the action that shall be taken;
- 30.67 "*Purchase*" means the acquisition of deliverables by purchase, rental, lease or

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trade;

- 30.68 *"Purchasing Card"* means a payment method whereby employees of the Township are empowered to deal directly with vendors for low value acquisitions, using a credit card issued by a bank or major credit card provider. Generally, a pre-established credit limit is established for each card issued. The card may facilitate on-line ordering from pre-approved vendors under contract;
- 30.69 *"Purchase Order"* means the document issued by the Township to a contractor that sets out, or references other contract documents that set out, the terms and conditions applicable to the supply of deliverables by a contractor, including, at minimum, the acquisition value. It is also authorizes the contractor to ship and charge for the deliverables specified on the order;
- 30.70 *"Quick Bid" (QB)* means a bid call document used to solicit bids for the acquisition of deliverables of low dollar value, estimated to be up to the amount stated in Appendix "E" - Thresholds of this Policy (including all applicable taxes), from three or more vendors. It is a request to vendors, which is evaluated with the objective of accepting the lowest-priced quotation;
- 30.71 *"Quotation"* means an offer received in response to a request for quotation;
- 30.72 *"Real Property"* means land, land and buildings, things growing upon or affixed thereto, improvements to such land, and all rights and interests therein;
- 30.73 *"Request for Expressions of Interest" (ROEI)* means a document that is used to determine the interest of the market place to provide deliverables that the Township is contemplating acquiring;
- 30.74 *"Request for Information" (RFI)* means a non-binding written request used for the purpose of compiling the available market information and capabilities of various vendors in providing deliverables to the Township in order to make informed acquisition decisions and may be followed by a subsequent request for tender or request for proposal.
- 30.75 *"Request for Pre-Qualifications" (RFPQ)* means a request for the submission of information from potential bidders, including the experience, financial strength, education, background and personnel of firms or corporations who want to qualify to be able to compete to deliverables to the Township. An RFPQ is typically used as the first stage in a two-stage procurement process in order to short-list the most qualified vendors;
- 30.76 *"Request for Proposal" (RFP)* means a bid call document issued to obtain proposals where a need is identified, but how it will be achieved is unknown at the outset, which allows respondents to propose solutions or methods to arrive at the desired result, and which may allow for consecutive or concurrent negotiations to be conducted with respondents on any of the contract terms including, but not limited to, the specifications and/or prices pursuant to a

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procurement process that is detailed in the request for proposal;

- 30.77 "*Request for Quotation*" (*RFQ*) means a written bid call document that is issued either by invitation or through an advertisement to vendors for the purpose of selecting one or more vendor(s) to provide deliverables and may include quick bid request for quotation;
- 30.78 "*Request for Tender*" (*RFT*) means a bid call document issued seeking submissions to obtain deliverables whenever the requirements can be precisely defined and the expectation is that the lowest bid meeting the requirements specified in the bid call document, would be accepted, subject to any other provisions of the contract documents and this policy;
- 30.79 "*Requester*" means the member of the requisitioning department that has been assigned the responsibility for the acquisition of deliverables and the management of the resulting contract with a contractor by the Director of that requisitioning department;
- 30.80 "*Requisitioning Department*" means the department that has budget responsibility for the acquisition, except in the case of an acquisition of information technology, in which case the requisitioning department also includes the department that will be the main user of the technology;
- 30.81 "*RFx*" means a written bid call document that is issued to vendors, whether or not it is publicly advertised, that is intended to result in the award of a contract to a contractor(s) for deliverables, and includes a request for tenders, quotations, proposals, qualifications and excludes a request for information and expressions of interest;
- 30.82 "*Respondent*" means the legal entity that submits a bid in response to a bid call, and may include bidder or proponent;
- 30.83 "*Sale*" means the act of selling Township's personal property that is no longer needed by the *Township* and is designated for *disposal* outside the Organization;
- 30.84 "*Scope*" means the full extent of the deliverables to be provided by a contractor, as set out in the contract, including the term of the contract;
- 30.85 "*Scope Change*" means any change to the scope of a contract to accommodate a need not originally provided for in the contract and which may include the acquisition of additional deliverables or the extension of the term of the contract and which may require an adjustment to the contract price;
- 30.86 "*Services*" includes all consulting and professional services, all services in relation to real property or personal property including without limiting the foregoing the delivery, installation, construction, maintenance, repair, restoration, demolition or removal of personal property and real property and all other services of any nature and kind save and except only services to be delivered by an employee of the Township;

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- 30.87 "*Single Source Acquisition*" means a non-competitive procurement process that is not a low value purchase from a specific vendor even though there may be more than one vendor capable of providing the same deliverables but the acquisition is directed to one source because of standardization, warranty, or other such factors;
- 30.88 "*Sole Source Acquisition*" means a non-competitive procurement process that is not a low value purchase where a situation created due to the inability to obtain competition. This may be because of one available vendor possessing the unique ability or capability to meet the particular requirements of the bid call document;
- 30.89 "*Specifications*" means the precise requirements or characteristics of the deliverables to be acquired;
- 30.90 "*Submission*" means a response received from a bidder to bid call or other form of request for deliverables;
- 30.91 "*Supplier*" means an entity, an individual, a partnership or a corporation that is capable of providing desired deliverables to the Township and including but not limited to a "consultant", "contractor" and "vendor";
- 30.92 "*Supplier Code of Conduct*" means the Township's supplier code of conduct that outlines clear expectations for all "consultants", "contractors", "suppliers" and "vendors" related to their conditions of employment, workplace environment and business ethics;
- 30.93 "*Surety*" means a pledge or guarantee by an insurance company or Canadian chartered bank, authorized by law to do business in the province of Ontario and acceptable to the Township on behalf of the contractor which protects against default or failure of the contractor to satisfy the contractual obligations;
- 30.94 "*Surplus Asset*" means a Township asset that has served its useful life and is no longer required for the purpose for which it was originally obtained;
- 30.95 "*Staff*" means a Township employee that does not hold a position of supervisor or higher;
- 30.96 "*Term Contract*" means a price agreement in which a source of supply is established for a specified period of time for specified deliverables, usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price;
- 30.97 "*Tender*" means a written detailed offer from a vendor, received in response to a request for tender, to supply of deliverables where there are clearly defined criteria or specifications;
- 30.98 "*Tied Bid*" means two or more bids from bidders that are equal in all respects after evaluation, including price for deliverables and sale of personal property;

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- 30.99 "*Total Cost*" means acquisition value;
- 30.100 "*Township*" means The Corporation of the Township of King and its local boards and committees;
- 30.101 "*Unsolicited Bid / Proposal*" means a bid or proposal received by the Township from a vendor(s) who has approached the Township with a bid or proposal in response to a perceived need that was not requested through a standard procurement process;
- 30.102 "*Vendor*" means an entity, an individual, a partnership or a corporation that is capable of providing desired deliverables to the Township including but not limited to a "consultant" "contractor" and "supplier";
- 30.103 "*Working Day*" means Monday through Friday, excluding any recognized statutory holiday, public holiday or civic holiday;
- 30.104 "*WSIB*" means Workplace Safety and Insurance Board.

To establish the definition of any other procurement terms not herein included, reference may be made to the latest edition of the Institute for Public Procurement (NIGP) Public Procurement Dictionary of Terms and/or, the Government of Canada Supply Manual Glossary.



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**31 Appendix “B” Exemptions**

- 31.1 The open and competitive procurement process set out in this policy shall not apply to the acquisition of those items listed or low value purchases, or as otherwise listed in this policy; and
- 31.2 Despite any other provision of this policy, Council may authorize any acquisition or method of procurement where to do so would be in the best interest of the Township.
- 31.3 This policy does not apply to the acquisition of the following deliverables, subject to such expenditures being approved by the appropriate staff and being within the annual approved budget:
  - 31.3.1 Deliverables where a statutory monopoly controls the supply;
  - 31.3.2 Acquisition or disposal of any real property or to any lease, right or permission relating to the use or occupation of real property;
- 31.4 Work performed on property under the provisions of a lease of real property, warranty or guarantee held in respect of the property or the original work and is provided for under the terms of such lease, including tenant improvements, equipment and fixtures, the terms of the lease shall govern to the extent of any conflict with this policy;
- 31.5 Deliverables acquired on a commodity market:
- 31.6 The following deliverables, including but not limited to training and education:
  - 31.6.1 Conferences, conventions, courses, workshops and seminars
  - 31.6.2 Newspapers, magazines, books, subscriptions and periodicals
  - 31.6.3 Social media or other media advertising space/presence
  - 31.6.4 Memberships in professional and vocational associations
  - 31.6.5 Facilitators and program hosts
  - 31.6.6 Staff Development and training
  - 31.6.7 Computer software for educational purposes (online or otherwise)
- 31.7 Refundable Employee Expenses:
  - 31.7.1 Advances
  - 31.7.2 Meal Allowances
  - 31.7.3 Payroll, benefit premiums, remittances and payroll deductions
  - 31.7.4 Reimbursable expenses incurred by employees or elected officials in accordance with the Township policies and procedures

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- 31.8 Utilities
  - 31.8.1 Postage and Courier Services
  - 31.8.2 Water and sewer charges
  - 31.8.3 Telephone Service
  - 31.8.4 Cable Television services (internet)
  - 31.8.5 Hydro
  - 31.8.6 Gas
- 31.9 Services provided by the following Professional and Special Services:
  - 31.9.1 Veterinary Medical & Laboratories
  - 31.9.2 Fees from licenced health care practitioners and related services
  - 31.9.3 Committee Fees
  - 31.9.4 Consulting Services
  - 31.9.5 Elections
  - 31.9.6 Legal Services, including all fees and disbursements
  - 31.9.7 Other professional services related to pending/on-going litigation or legal matters
  - 31.9.8 Witness services
  - 31.9.9 Social Services
  - 31.9.10 Arbitrators and mediators
  - 31.9.11 Commissions
  - 31.9.12 Insurance Services , Deductibles
  - 31.9.13 Claims, including all fees and disbursements
  - 31.9.14 Transaction fees
  - 31.9.15 Forensic auditors
  - 31.9.16 Annual audit fees
  - 31.9.17 Honorariums
  - 31.9.18 Providers of entertainment, artistic and recreational services
  - 31.9.19 Facilitators, instructors and speakers
  - 31.9.20 Events supporting local non-profit organization
  - 31.9.21 Original works of art

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- 31.9.22 A contract to be awarded to the winner of a design contest
- 31.9.23 Per Diems
- 31.9.24 Appraisers
- 31.9.25 Talent Acquisition Firms
- 31.9.26 Utility relocates by Public Utility
- 31.10 Township's General Expense, such as:
  - 31.10.1 Workers Safety Insurance Board payments
  - 31.10.2 Health benefits
  - 31.10.3 Insurance premiums
  - 31.10.4 Tax remittances
  - 31.10.5 Debenture payments
  - 31.10.6 Sinking fund payments
  - 31.10.7 Permits, development charges
  - 31.10.8 Damage claims
  - 31.10.9 Legal settlements
  - 31.10.10 Arbitration awards
  - 31.10.11 Bank charges and brokerage fees, except the selection of the Township's lead bank
  - 31.10.12 Freight Charges and Brokerage fees
  - 31.10.13 Police Services
  - 31.10.14 Ancillary banking or financial Services
  - 31.10.15 Petty cash replenishment
  - 31.10.16 Office space, hall rentals and leases
  - 31.10.17 Charges to and from other government bodies
  - 31.10.18 Council approved grants, donations or sponsorships programs which may include asset naming rights
  - 31.10.19 Refunds (such as property tax refunds, building permit refunds and refunds for cancelled services, programs or events)
  - 31.10.20 Purchase or disposition of financial investments in accordance with the Township's Investment Policy
  - 31.10.21 Licensing fees (regular license fees for vehicles, firearms, elevators,

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communications, software, etc.) required to maintain existing products and systems originally obtained in accordance with the policy

31.10.22 Other regulated authorities operating within and across municipal right of ways (e.g. CN / CP Rail, GO Transit, Bell Canada)

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**32 Appendix “C” Bid Irregularities (Applicable to Hard Copy Bidding Only)**

32.1 For the purposes of this *policy*, the following actions shall be taken regarding *bid irregularities*, as defined in this *policy*, excluding *proposal irregularities*.

ITEM #	DESCRIPTION	ACTION
1.	Late <i>submission</i>	Automatic rejection.
2.	<i>Submission</i> provided on other than the <i>bid</i> form	Automatic rejection.
3.	<i>Submission</i> completed and/or signed in an erasable medium	Automatic rejection.
4.	<i>Submission</i> not legible	Automatic rejection, unless in the opinion of the <i>bid review panel</i> , the illegibility is not pricing and is considered to be immaterial to the <i>Township</i> which may upon request by the <i>Township</i> , be remedied by the <i>respondent</i> within five (5) <i>working days</i> or the <i>submission</i> shall be rejected.
5.	<i>Submission</i> not signed	Upon request of the <i>Township</i> , <i>respondent</i> shall remedy the <i>bid irregularity</i> within two (2) <i>working days</i> or the <i>submission</i> shall be rejected.
6.	Incomplete <i>submission</i>	Automatic rejection, unless: a) it is stated in the <i>bid call document</i> that partial <i>submissions</i> are acceptable, and the <i>submission</i> is complete in respect of the portion of the scope of work or <i>deliverable(s)</i> <i>bid</i> upon; or b) In the opinion of the <i>bid review panel</i> , the omission is administrative in nature and is upon request by the <i>Township</i> , remedied by the <i>respondent</i> , within two (2) <i>working days</i> or the <i>submission</i> shall be rejected. Incomplete pricing shall not be considered administrative in nature and the <i>submission</i> shall be rejected, with the exception of those <i>bid irregularities</i> stated in accordance with paragraphs 14 and 15 below.

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**Appendix “C” Bid Irregularities (Applicable to Hard Copy Bidding Only) Cont’d**

For the purposes of this *policy*, the following actions shall be taken regarding *bid irregularities*, as defined in this *policy*, excluding *proposal irregularities*.

ITEM #	DESCRIPTION	ACTION
7.	All addendum(s) not acknowledged in the <i>submission</i>	Automatic rejection, unless: (i) the relevant addendum issued is solely for the purpose of revising a closing date and/or time and the <i>submission</i> is received in accordance with the revised closing date and/or time; or (ii) In the opinion of the <i>bid review panel</i> , the omission is administrative in nature and is, upon request by the <i>Township</i> , remedied by the <i>respondent</i> , within two (2) <i>working days</i> or the <i>submission</i> shall be rejected.
8.	<i>Submission</i> by a <i>respondent</i> who is in unresolved litigation with the <i>Township</i>	Automatic rejection.
9.	Alterations, additions, deletions or qualifying statements (referred to as a “variation”) made to or provided with the <i>bid</i> form	Automatic rejection, unless in the opinion of the <i>bid review panel</i> , such variation is considered to be immaterial to the <i>Township</i> .
10.	Mathematical errors which are not consistent with the unit price; mathematical errors such as tax calculation errors	Upon request of the <i>Township</i> , <i>respondent</i> shall accept and initial corrections made by the <i>Township</i> within two (2) <i>working days</i> or the <i>submission</i> shall be rejected.
11.	Unit price in the Appendix of Prices which has been changed but not initialed and the unit price extension is consistent with the unit price as amended	Upon request of the <i>Township</i> , <i>respondent</i> shall initial within two (2) <i>working days</i> or the <i>submission</i> shall be rejected.
12.	Unit price in the Appendix of Prices which has been changed but not initialed and the Unit price extension is <b>not</b> consistent with the Unit price as amended	Automatic rejection.

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**Appendix “C” Bid Irregularities (Applicable to Hard Copy Bidding Only) Cont’d**

For the purposes of this *policy*, the following actions shall be taken regarding *bid irregularities*, as defined in this *policy*, excluding *proposal irregularities*.

ITEM #	DESCRIPTION	ACTION
13.	If a unit price has been given but the corresponding extended total has been omitted	The extended total will be calculated from the unit price and the estimated quantity by the <i>Township</i> . The <i>respondent</i> shall be given two (2) <i>working days</i> to accept and initial corrections made by the <i>Township</i> .
14.	If an extended total has been given but the corresponding unit price has been omitted	The unit price will be calculated from the extended total and the estimated quantity by the <i>Township</i> . The <i>respondent</i> shall be given two (2) <i>working days</i> to accept and initial corrections made by the <i>Township</i> .
15.	Where there is a calculation error in the addition of individual lump sum prices into a subtotal price	The <i>Township</i> may make the appropriate mathematical correction to the subtotal price and/or subtotal <i>contract</i> price, as the case may be, so that the calculation is correct. The <i>respondent</i> shall be given two (2) <i>working days</i> to accept and initial corrections made by the <i>Township</i> .
16.	Failure to provide <i>bid bond</i>	Automatic rejection.
17.	Insufficient <i>bid</i> security	Automatic rejection, unless in the opinion of <i>bid review panel</i> , the insufficiency in the <i>bid</i> deposit is trivial or insignificant. Upon request by the <i>Township</i> , five (5) <i>working days</i> shall be given to the <i>respondent</i> to remedy.
18.	<i>Respondent</i> did not submit an undertaking to provide a bond	Automatic rejection
19.	<i>Respondent</i> did not attend a mandatory site meeting	Automatic rejection
20.	Other <i>bid irregularities</i>	Referred to the <i>bid review panel</i> for review, consideration, and determination. Upon Request of the <i>Township</i> , the <i>respondent</i> may be given five (5) <i>working days</i> to correct such <i>bid irregularity</i>

All *bid irregularities* (except late *bids* that were automatically rejected) shall be forwarded to the *bid review panel* for review, consideration, and determination in accordance with Section 12 – Bid Review Panel of this *policy*.

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Where, at the request of the *Township*, a *respondent* has been given a period of time to correct a *bid irregularity*, should the *respondent* fail to make the correction within that time period, then the *respondent* shall be deemed to be in default and;

- a) the *bid* shall be rejected and the *respondent's bid* deposit (where applicable) shall be forfeited, retained and applied for use by the *Township* unless the rejected *bid* is not the lowest; and



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**Appendix “C” Bid Irregularities (Applicable to Electronic Bidding Only)**

For the purposes of this *policy*, the following actions shall be taken regarding *bid irregularities* (as defined in this *policy*, excluding *proposal irregularities*).

ITEM	DESCRIPTION	ACTION
1.	<i>Submission received by a respondent who is in unresolved litigation with the Township.</i>	Automatic rejection.
2.	<i>The Township is unable to verify digital bond(s).</i>	Upon request by the <i>Township</i> , the <i>respondent</i> shall be given five (5) <i>working days</i> to either; remedy the verification to the <i>Township's</i> satisfaction or the <i>submission</i> shall be rejected.
3.	<i>Respondent did not attend the mandatory site meeting.</i>	Automatic rejection.
4.	<i>Other bid irregularities.</i>	Referred to the <i>bid review panel</i> for review, consideration, and determination. Upon request of the <i>Township</i> , the <i>respondent</i> may be given five (5) <i>working days</i> to correct such <i>bid irregularity</i> .

All *bid irregularities* (except late *submissions* that were automatically rejected) shall be forwarded to the *bid review panel* for review, consideration, and determination in accordance with the *Bid Review Panel* section of this *policy*.

Where, at the request of the *Township*, a *respondent* has been given a period of time to correct a *bid irregularity*, should the *respondent* fail to make the correction within that time period, then the *respondent* shall be deemed to be in default and:

- b) the *submission* shall be rejected and the *respondent's bid* deposit (where applicable) shall be forfeited, retained and applied for use by the *Township* unless the rejected *bid* is not the lowest; and

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**33 Appendix “D” Proposal Irregularities (Applicable to Hard Copy Bidding Only)**

33.1 For the purposes of this policy, the following actions shall be taken regarding proposal irregularities (as defined in this policy, excluding bid irregularities).

ITEM	DESCRIPTION	ACTION
1.	Late <i>submission</i>	Automatic rejection.
2.	<i>Submission</i> completed and/or signed in an erasable medium	Automatic rejection.
3.	<i>Submission</i> not legible	Automatic rejection, unless in the opinion of the <i>bid review panel</i> , the illegibility is not pricing and is considered to be immaterial to the <i>Township</i> which may upon request by the <i>Township</i> , be remedied by the <i>Respondent</i> , within five (5) <i>working days</i> or the <i>submission</i> shall be rejected.
4.	<i>Submission</i> not signed	Upon request of the <i>Township</i> , <i>respondent</i> shall remedy the <i>proposal irregularity</i> within two (2) <i>working days</i> or the <i>submission</i> shall be rejected.
5.	All Addendum(s) not acknowledged in the <i>respondent’s submission</i> (if issued)	Automatic rejection, unless:  (i) the relevant addendum issued is solely for the purpose of revising a closing date and/or time and the <i>bid</i> is received in accordance with the revised closing date and/or time; or  (ii) In the opinion of the <i>bid review panel</i> , the omission administrative in nature and is, upon request by the <i>Township</i> , remedied by the <i>respondent</i> , within two (2) <i>working days</i> or the <i>submission</i> shall be rejected.
6.	<i>Submission</i> received by a <i>Respondent</i> who is in unresolved litigation with the <i>Township</i>	Automatic rejection.
7.	<i>Respondent</i> did not attend a mandatory site meeting	Automatic rejection.

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8.	Other <i>proposal irregularities</i> , including deviations in terms	Referred to the <i>bid review panel</i> for review, consideration, and determination. Upon Request of the <i>Township</i> , the <i>respondent</i> may be given five (5) <i>working days</i> to correct such <i>proposal irregularity</i> .
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All proposal irregularities (except late submissions that were automatically rejected) shall be forwarded to the bid review panel for review, consideration, and determination in accordance with the Bid Review Panel section of this policy.

Where, at the request of the Township, a respondent has been given a period of time to correct a proposal irregularity, should the respondent fail to make the correction within that time period, then the respondent shall be deemed to be in default the submission shall be rejected

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**34 Appendix “D” - Proposal Irregularities (Applicable for Electronic Bidding Only)**

For the purposes of this *policy*, the following actions shall be taken regarding *proposal irregularities* (as defined in this *policy*, excluding *bid irregularities*).

ITEM	DESCRIPTION	ACTION
1.	<i>Submission</i> received by a <i>Respondent</i> who is in unresolved litigation with the <i>Township</i>	Automatic rejection.
2.	The <i>Township</i> is unable to verify digital <i>bond(s)</i>	Upon request by the <i>Township</i> , the <i>Respondent</i> shall be given five (5) <i>working days</i> to remedy the verification to the <i>Township's</i> satisfaction or the submission shall be rejected.
3.	<i>Respondent</i> did not attend the mandatory site meeting	Automatic rejection
4.	Other <i>proposal irregularities</i> , including deviations in terms	Referred to the <i>bid review panel</i> for review, consideration, and determination. Upon request of the <i>Township</i> , the <i>respondent</i> may be given five (5) <i>working days</i> to correct such <i>proposal irregularity</i>

All *proposal irregularities* (except late *submissions* that were automatically rejected) shall be forwarded to the *bid review panel* for review, consideration, and determination in accordance with the *Bid Review Panel* section of this *policy*.

Where, at the request of the *Township*, a *respondent* has been given a period of time to correct a *proposal irregularity*, should the *respondent* fail to make the correction within that time period, then the *respondent* shall be deemed to be in default the submission shall be rejected.

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**35 Appendix “E” – Segregation of Duties**

**35.1 Thresholds of this Policy - SEGREGATION OF DUTIES – (Signing Authorities) - (including all applicable taxes)**

ROLE	EXPLANATION	AUTHORITY	RESTRICTION
<b>Establish New Supplier</b>	Setting up a new Supplier	Jointly by Procurement Services and Accounts Payable – Approved by the Director of Finance and Treasurer	All other Staff
<b>Requisition</b>	Authorize Purchasing to place an order or initiate a Call for Bids	See Approval Authority Levels	Procurement Services – unless approved by the Director of Finance and Treasurer
<b>Budget</b>	Authorize that funding is available to support the cost of the deliverables	Department budget holder as approved by the Department Head	Accounts Payable
	Authorize the reallocation of budget resources to compensate for insufficient funds	Director of Finance and Treasurer	Department Head
<b>Commitment</b>	Authorize the release of an order to the supplier under agreed-upon contract terms	Procurement Services	The originator of the requisition
<b>Receipt</b>	Confirm that the procurement requirement was received, accurate and complete	The originator of the requisition	Procurement Services
	Authorize Accounts Payable to make payment		
<b>Payment</b>	Authorize release of payment to the supplier	Accounts Payable	All other Staff

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**36 Appendix “F” – Delegated Procurement Authorities**

**36.1 Signing Approval Levels**

Total Procurement Amount	Delegated Procurement Authority Level
< \$25,000	Staff as delegated by the Department Head and registered with Procurement Services
\$25,001 to \$100,000	Department Managers as delegated by Department Head and registered with Procurement Services
\$100,001 to \$250,000	Department Head as delegated by the CAO or CAO and registered with Procurement Services
>\$250,001	CAO (within Approved Budgets) and registered with Procurement Services
- Not within Approved Budget <ul style="list-style-type: none"> <li>• Change of Scope</li> </ul>	Council

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**36.2 Procurement Authority Levels**

STANDARD PROCUREMENT OF GOODS, SERVICES & CONSTRUCTION							
DOLLAR THRESHOLDS	METHOD OF PROCUREMENT	ISSUED BY	SOURCE OF BIDS / ADVERTISING	TYPE OF CONTRACT	REPORTING STATUS	APPROVAL	Supporting Documentation Location
<b>ADVERTISING NOT REQUIRED</b>							
\$0 - \$25,000	<b>Low Value Purchase (LVP)</b> <i>(where monthly cumulative totals per supplier do not exceed this threshold)</i>	Department Staff or Procurement Services	Competitive marketplace where possible and practicable.	N/A	<b>No report to Council required</b>	Staff as delegated by the Department Head	Sourcing Department File Plan
\$25,001 - \$100,000	<b>Informal Quick Bid (QB)</b> <i>(where annual cumulative totals per supplier or commodity do not exceed this threshold)</i>	Department Staff or Procurement Services	<ul style="list-style-type: none"> <li>• Invitational RFQ, RFT or RFP</li> <li>• Three or more written quotes required</li> <li>• email/fax/ internet/</li> <li>• or Advertised on an Electronic Bidding Platform</li> </ul>	<b>Purchase Order</b>	<b>No report to Council required</b>	Department Head or CAO	Sourcing Department or Procurement Services File Plan

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DOLLAR THRESHOLDS	METHOD OF PROCUREMENT	ISSUED BY	SOURCE OF BIDS / ADVERTISING	TYPE OF CONTRACT	REPORTING STATUS	APPROVAL	Supporting Documentation Location
<b>ADVERTISING REQUIRED</b>							
> \$100,001	Formal Request for Tender (RFT) or Request for Proposal (RFP)	Procurement Services	<ul style="list-style-type: none"> <li>Forma RFT or RFP</li> <li>Advertised on an Electronic Bidding Platform</li> <li>Advertised for a minimum of fifteen (15) calendar days</li> </ul>	<p><b>Executed Contract And Purchase Order</b></p> <p>Subject to Section 5.5 of this by-law; the Contract is executed by the CAO, the Department Head and Procurement Services.</p> <p>A <b>Purchase Order</b> is required</p>	<b>Report by Department Head to CAO</b>	Subject to Section 5.2 of this by-law; CAO on recommendation from Department Head and Procurement Services	Procurement Services File Plan
> \$1,000,000.01	Formal Request for Tender (RFT) or Request for Proposal (RFP)	Procurement Services	<ul style="list-style-type: none"> <li>Formal RFT or RFP</li> <li>Advertised on an Electronic Bidding Platform</li> <li>Advertised for a minimum of fifteen (15) calendar days</li> </ul>	<p><b>Executed Contract And Purchase Order</b></p> <p><b>Subject to Section 5.5 of this by-law; the Contract is executed by the CAO, the Department Head and Procurement Services.</b></p> <p>A <b>Purchase Order</b> is required</p>	<b>Report by Department Head and CAO To Council for information</b>	Subject to Section 5.2 of this by-law; CAO on recommendation from Department Head and CAO	Procurement Services File Plan



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SOLE OR SINGLE SOURCE PURCHASES							
DOLLAR THRESHOLDS	METHOD OF PROCUREMENT	ISSUED BY	SOURCE OF BIDS / ADVERTISING	TYPE OF CONTRACT	REPORTING STATUS	APPROVAL	Supporting Documentation Location
Up to \$25,000	Not applicable	Delegated Department Staff	Advertising not required	Purchase Order	Report by Department Head to Procurement Services and/or Treasurer	Purchasing Services or Treasurer	Procurement Services File Plan
\$25,001 to \$100,000	Not applicable	Procurement Services	Advertising not required	Executed Contract <i>and</i> Purchase Order	Report by Department Head to Procurement Services and Treasurer	CAO	Procurement Services File Plan
Over \$100,001	Not applicable	Procurement Services	Advertising not required	Executed Contract  <i>(By the Mayor &amp; Township Clerk ) and, Purchase Order</i>	Report by Department Head to Procurement Services and Treasurer	Council on recommendation from CAO or Treasurer	Procurement Services File Plan

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DOLLAR THRESHOLDS	METHOD OF PROCUREMENT	ISSUED BY	SOURCE OF BIDS / ADVERTISING	TYPE OF CONTRACT	REPORTING STATUS	APPROVAL	Supporting Documentation Location
<b>REQUEST FOR EXPRESSION OF INTEREST or REQUEST FOR INFORMATION (REOI or RFI)</b>							
Not applicable	REOI or RFI	Delegated Department Staff or Procurement Services	Advertising not required	Not applicable - may be followed up by a Call for Bid	Report to Department Head or CAO (where appropriate)	Not applicable	Dept. or Procurement Services File Plan
<b>REQUEST FOR PRE-QUALIFICATION (RFPQ)</b>							
Not Applicable	Formal  Request for Pre-qualification	Procurement Services	<ul style="list-style-type: none"> <li>Formal sealed RFPQ</li> <li>Advertised on an Electronic Bidding Platform</li> <li>for a minimum of fifteen (15) calendar days</li> </ul>	Not applicable - may be followed up by a Call for Bid	Report to Department Head or CAO	Not applicable	Procurement Services File Plan

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**37 Appendix “G” - Procurement Authorities - Emergency Acquisition**

<b>Appendix "G" – Procurement Authorities of this Policy - Emergency Acquisition</b>							
<b>DOLLAR THRESHOLDS</b>	<b>METHOD OF PROCUREMENT</b>	<b>ISSUED BY</b>	<b>SOURCE OF BIDS / ADVERTISING</b>	<b>TYPE OF CONTRACT</b>	<b>REPORTING STATUS</b>	<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTATION</b>
Up to \$100,000	Not applicable	Delegated Department Staff or Procurement Services	Advertising not required	<b>Purchase Order</b>	<b>No report to Council required</b>	Department Head & Procurement Services	Procurement Services File Plan
Over \$100,001	Not applicable	Delegated Department Staff or Procurement Services	Advertising not required	<b>Purchase Order</b>	<b>Report by Department Head and Procurement Services to Council</b>  (After Action Informational report explaining the rationale and action(s) taken)	CAO	Procurement Services File Plan

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**38 Appendix “H” – Supplier Code of Conduct**

**38.1 INTRODUCTION**

- 38.1.1 The Corporation of the Township of King (Township) is committed to making a true difference in everything we do. Making a true difference means keeping the needs of our residents and our business partners and suppliers front and centre in our business. This means being responsive to the needs of the communities in which we operate and being a responsible corporate citizen. It means being fair and ethical in our dealings with our employees, residents and business partners and suppliers. It means dealing with others with respect and fairness.
- 38.1.2 The Township believes that the principles of respect and fairness extend to our relationships with our business partners and suppliers. As a result, compliance with this Supplier Code of Conduct (SCC) is expected of all our business partners and suppliers. We also expect that our business partners and suppliers will encourage and promote this SCC to their business partners and suppliers that work on Township’s business. For the purposes of this document “business partner and supplier” means any company, corporation or other entity that sells, or seeks to sell goods or services to The Township.
- 38.1.3 The SCC is based on internationally accepted labour standards including the International Labour Organization’s (ILO) core conventions and the Universal Declaration of Human Rights. Failure to substantially comply with this SCC will be sufficient cause for The Township to elect to revoke a business partner and supplier’s approved status.

**38.2 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS AND OUR SCC**

- 38.2.1 Business partners and suppliers are expected to comply with all applicable local, provincial and national laws and regulations of the jurisdictions in which the suppliers are doing business.
- 38.2.2 Business partners and suppliers shall maintain appropriate records to demonstrate their compliance and adherence to this SCC.

**38.3 CONDITIONS OF EMPLOYMENT**

**38.3.1 Management Practice**

- a) The Township expects its business partners and suppliers to provide fundamental worker protections as outlined in this SCC. Business partners and suppliers shall incorporate these worker protections within their company policies. These are intended to be minimum standards and may be exceeded voluntarily by business partners and suppliers, or where applicable law provides for higher standards.

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### 38.3.2 Compensation

- a) Business partners and suppliers shall compensate their employees by providing wages and benefits which are in compliance with the local and national laws and regulations of the jurisdictions in which the business partner or supplier is doing business, or which are consistent with the prevailing local standards in the countries, if the prevailing local standards are higher.

### 38.3.3 Working Hours

- a) Business partners and suppliers shall follow all applicable local, provincial and national laws and published industry standards pertaining to the number of hours and days worked by all employees working on products or services supplied to The Township.

### 38.3.4 Child Labour

- a) Exploitation of child labour is not acceptable. No business partner or supplier may use, or cause to be used, child labour which materially interferes with, or prevents, a child's completion of compulsory schooling or access to primary education. The minimum age for full time workers will be not less than 15 years of age (14 years of age where local law permits in accordance with ILO Convention 138 & 182). All applicable laws for the protection of young workers will be observed.

### 38.3.5 Forced Labour

- a) Employment shall be freely chosen. Business partners and suppliers shall not use any form of forced, debt-bonded, prison or otherwise involuntary labour. Workers shall not be subject to any restrictions on their freedom of movement unrelated to the conditions of their employment.

### 38.3.6 Harassment & Abuse

- a) Workers shall be treated with respect and dignity. No forms of discipline involving corporal punishment, abuse, or harassment (whether psychological, sexual or verbal) is permitted. Disciplinary measures shall comply with local laws and internationally recognized human rights. No employee raising a complaint based on this SCC, or based on applicable laws, shall be subject to disciplinary action or reprisal.

### 38.3.7 Freedom of Association and the Right to Bargain Collectively

- a) Business partners and suppliers are expected to comply with local laws regarding workers' rights and organizations that promote the

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right to bargain collectively.

**38.3.8 Discrimination / Human Rights**

- a) Discrimination shall not be permitted on the basis of, social background, political affiliation and sexual orientation.

Sex	Age	Race
Creed	Colour	Ancestry
Disability	Citizenship	Ethnic Origin
Family Status	Marital Status	Place of Origin
Gender Identity	Political Affiliation	Sexual Orientation
Gender Expression	Receipt of Public Assistance	

**38.4 WORKPLACE ENVIRONMENT**

**38.4.1 Working Conditions and Occupational Health & Safety**

- a) Workers are entitled to work in a safe environment. Business partners and suppliers shall comply with applicable local standards, legislation and regulations in relation to working conditions and occupational health and safety. An occupational health and safety policy shall be established and reasonable steps taken to put adequate health and safety measures in place to protect workers from workplace accidents and injuries.

**38.4.2 Environmental Practices**

- a) Business partners and suppliers are expected to comply with applicable local legislation and regulations in relation to the protection of the environment. Suppliers and business partners are encouraged to establish an environmental policy and practices to promote greater environmental responsibility.

**38.5 BUSINESS ETHICS**

**38.5.1 Bribery / Corruption**

- a) Business partners and suppliers are expected to comply with applicable Canadian, United States and local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery.

**38.5.2 Conflict of Interest**

- a) Business partners and suppliers shall disclose to The Township any

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situation that could have the appearance of a conflict of interest, including if any Township employee or professional under Contract with The Township has an interest in the business partner or supplier's business or any other kind of economic ties with the business partner or supplier.

**38.5.3 Gifts, Promotional Items and Hospitality/Entertainment.**

- a) It is important to understand that gifts, promotional items, and hospitality/entertainment exchanged in the normal course of business is deemed inappropriate.

**38.5.4 Animal Welfare**

- a) Business partners and suppliers are expected to meet applicable regulatory requirements for the humane treatment of animals.

**38.6 VERIFICATION / AUDIT / ENFORCEMENT**

38.6.1 The Township reserves the right, as a condition of acceptance or continuation of approval, to conduct (or have its designee conduct) inspections and/or audits of business partner and supplier facilities, books and records and business practices to verify compliance with this SCC where applicable by law. Independent verification will be at the business partner and supplier's expense.

38.6.2 No employee raising a complaint based on this SCC, or based on applicable laws, shall be subject to disciplinary action or reprisal.

38.6.3 The Township may terminate its relationship with any business partner or supplier found to be in violation of these standards.

**38.7 CONTACT INFORMATION**

38.7.1 If you know of a violation or suspected violation of this SCC by a business partner or supplier, contact Procurement Services.

38.7.2 We also encourage The Township's business partners and suppliers to communicate to us any actions taken to improve their business practices or comply with this SCC, and to send us suggestions about how The Township can better implement the standards set out in this SCC.

38.7.3 The Township reserves the right to amend or modify this Supplier Code of Conduct.