



Request for Proposal: R-2025-14

City of Dryden

Fitness Centre Equipment Renewal

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Article I. Definitions of Terms Used in this RFP

Section 1.01 Definitions

1. In this RFP, capitalized terms other than those defined in this RFP have the meanings provided in the Procurement Policy.
2. In this RFP, the following terms have the indicated meanings:

"City" means The Corporation of the City of Dryden;

"Closing Time", means Tuesday November 18, at 3:00 PM (CDT)

"Conflict of Interest", in respect of a Proponent, means a situation where the Proponent is an employee of the City, a spouse or child of an employee of the City, or a corporation or other business entity in which an employee of the City or his or her spouse or child has an interest or is a director or officer;

"Procurement Policy", means the City of Dryden Procurement Policy as outlined in Appendix 1.4.

"Procurement Representative" means the representative of the City designated by the City as the principal contact person in respect of this RFP, and particularly its procurement aspects;

"Proponent" means a person submitting a Proposal;

"Proposal" means a submission in response to this RFP;

"RFP" means this Request for Proposal and all related documents; and

"Successful Proponent" means the Proponent that is awarded the contract in respect of this RFP.

Article II. Goods & Services the City is Seeking

Section 2.01 Overview

1. The City is seeking proposals from qualified Proponents for supply, delivery, installation, and after-sales support of fitness equipment. The City will only consider proposals from financially responsible firms presently engaged in the business of providing fitness equipment and supplies. Each Proponent must furnish the required documents in the required format as outlined in the RFP in order to be considered responsive.

Article III. Scope of Work

The City is looking for competent commercial fitness equipment suppliers to supply, deliver, install and provide after-sales support of fitness equipment at the Dryden Pool & Fitness Centre. The scope of work for this RFP will include, but is not limited, to:

Section 3.01 General Scope

- Ensure the long-term viability of the equipment with warranty as specified and service and support options for the life of the fitness equipment.
- Innovative plan to provide patron satisfaction with equipment as well as provide the most up-to-date equipment to meet today's patron needs.
- All equipment in the facility must be flexible in design to accommodate beginners to advanced high performance users and wide variations in height and weight.
- Provide commercial quality equipment, suitable for an active Fitness Centre that will withstand continued use 24 hours/day, 7 days/week.
- Optimization of space usage to provide the greatest amount of equipment while providing a safe comfortable environment (i.e., multifunctional equipment and/or stacks) – weight room images are provided in Appendix 1.2.
- Maintenance service staff with availability, knowledge, responsiveness and involvement that will provide for the least amount of time that equipment may be out of operation.
- Estimates of turnaround time for major warranty repairs or equipment replacement.
- Details of the lifecycle of the equipment.
- In-person maintenance and repair training session for in-house maintenance staff.
- A cost list for major repair and replacement parts on the equipment (e.g. decks, belts, electronic boards, motors, etc.).
- Recommendations and supply of in-house parts and components to enable quick repair and maintenance of the equipment.
- Recommended maintenance schedule for the equipment.
- Excellent customer service for sales and after-sales support.
- Canadian-made or manufactured equipment.

- Quantities stated are not a guarantee or commitment of volume and actual order shall be subject to increase/decrease.
- The final delivery date shall be confirmed with the successful Proponent and is subject to facility schedule changes.
- Any special installation requirements shall be submitted with the proposal to the City.
- Equipment shall be delivered, installed and tested for function to the full satisfaction and acceptance of the City.
- Instructional materials or videos for training shall be provided to staff on the proper use of the equipment.
- All operator and repair manuals shall be provided with equipment.

Section 3.02 Equipment Specific Scope

Preference will be given to proponents that propose on ALL fitness equipment requested in this RFP without omission of ANY item. An itemized list of current fitness equipment is provided in Appendix 1.1.

- Preference given to proponents that propose:
 - Durable, well designed and biomechanically precise fitness equipment that are suitable for all ages and fitness levels.
 - Heavy gauge steel in all selectorized and plate loaded machines and benches.
 - All belts and pulleys enclosed for user protection.
 - Belts of the most durable material; Kevlar composite or equal.
 - Information placards on selectorized machines (operating instructions, muscles worked, start/finish, and position description).
 - Light initial starting on selectorized machines.
 - Add-on weights for selectorized machines.
 - Heavy weight upholstery.
 - Equipment that do not require bolting in/down to the floor.
 - Functional training stations.
 - Accessible/inclusive line or pieces.
 - Commercial polyurethane free weights (dumbbells, barbells, Olympic plates).
- Additional considerations:
 - Mobile App compatibility for patron fitness tracking.
 - Connecting 3rd party fitness tracking devices, e.g. Fitbit, Garmin, Polar, etc.
 - Self-powered equipment.
 - Wireless connectivity.
 - Placement and angles of equipment.
 - Iso-lateral plate loaded machines.
 - Size and footprint of the equipment.
 - Height of the equipment for visual lines.
 - Energy consumption by the equipment. Marketing and promotion capabilities.

- On demand video and web access.
- Commercial design and aesthetics.
- Personal training solution.
- Programming aid.
- Sustainability, e.g. financial, operational, environmental, etc.
- Asset management.

The Proponent must create and complete an excel spreadsheet identical to the one in Appendix 1.3. with the equipment they are proposing and submit with their proposal.

Section 3.03 Project Timeline

No.	Activity	Date
1	Issue Request for Proposal	10/08/2025
2	Site Visit (optional)	10/30/2025
3	Deadline to Submit Questions/Inquiries	11/10/2025
4	Addenda Deadline	11/12/2025
5	Proposal Closing Date (3:00pm CDT)	11/18/2025
6	Clarification and Pre-Planning Period	11/24/2025 - 11/28/2025
7	Anticipated Date of Award	12/15/2025
8	Implementation Period	06/03/2026 - 06/17/2026
9	Start of Service	06/19/2026

Article IV. Information & Material Comprising this RFP

Section 4.01 Documents

- 1) The documents forming this RFP include:
 - a) The following documents, each in the version current as at the Closing Time:
 - i) This Request for Proposals,
 - ii) Any Addenda to this Request for Proposals,
 - iii) The Procurement Policy,
 - iv) Any other documents related to this project.

Section 4.02 Procurement Representative

- 1) The procurement representative for this project is:
Jason Boyer, Director of Community Services for the City of Dryden

Section 4.03 Questions and Answers

- 1) The City shall not entertain any oral questions related to this RFP and shall not supply any oral answers related to this RFP.

- 2) All questions must be sent via email to the Procurement Representative. Questions submitted in any other manner will be unaddressed until they are properly submitted via email to the Procurement Representative at:

Email: jboyer@dryden.ca

Subject: Question Related to R-2025-14

- 3) The deadline for the submission of Questions is November 10, 2025. The City shall not accept any questions after November 10, 2025 prior to the Closing Time, to allow the City adequate time to send any required responses to all Proponents as addenda.

Section 4.04 Register Intent to Submit an RFP:

- 1) Proponents are requested to register their Intent to submit an RFP by issuing a letter by email to the attention of the Procurement Representative at jboyer@dryden.ca by November 10, 2025.
- 2) The Proponent must identify the following in their Letter of Intent to submit an RFP:
 - a. The name of your company
 - b. The name of the Proponent Project Manager/Lead and contact information
 - c. The name and reference number of the RFP you are responding to
 - d. A clear statement of your Intention to submit a proposal

Section 4.05 Addenda

- 1) The City shall issue any answers to questions or changes/additions/deletions to the Scope of work/Terms and Conditions of this RFP by way of addenda. All addenda issued prior to the Closing Time form part of this RFP. The City shall not issue any addenda after 12:00 noon (CDT) November 12, 2025 prior to the Closing Time, unless they include an extension of the Closing Time.
- 2) The City recommends that after submitting a Question, the Proponent should check for addenda up until the Closing Time. If a Proponent has registered with the City of Dryden, addenda will be sent to the Proponent.

Section 4.06 Exclusive Source of Information and Material

- 1) The information and material indicated here are the only information and material comprising this RFP. No other information or material, written or oral, from the City or any other person forms part of this RFP.

Section 4.07 Accuracy, Completeness, and Applicability of Information and Material

- 1) Except as expressly provided in this RFP, the City does not represent or warrant the accuracy, completeness, or applicability of any information:
 - a) Set out in the documents comprising this RFP;
 - b) Made available by the City to any Proponent; or
 - c) Obtained by any Proponent from any other source.

- 2) Any Proponent that obtains, uses, or relies upon such information, does so at the Proponent's own sole risk, and without recourse against the City.

Article V. Rules Governing this RFP

Section 5.01 Electronic Proposals Only

- 1) This RFP requires submission of Proposals only by electronic means.
- 2) The City reserves the right, in case of problems with its electronic submission method, to change, at any time, to a paper-based bidding system in respect of part or all this RFP process.

Section 5.02 Withdrawal of RFP

- 1) The City may, at its discretion, withdraw, cancel, or amend this RFP at any time either before or after the Closing Time. The City shall not be liable for any risk, expense, cost, loss, or damage incurred or suffered by any Proponent or any other person as a result of such withdrawal, cancellation, or amendment.

Section 5.03 Procurement Policy

- 1) The City's Procurement Policy applies to this RFP.
- 2) Each Proponent shall abide by the Procurement Policy, as outlined in Appendix 1.4.

Section 5.04 Obtaining Information and Material Comprising this RFP

- 1) Each Proponent shall be solely responsible for:
 - a) Obtaining all information and material comprising this RFP, whether in or through the Bids and Tenders portion of the City's website or elsewhere;
 - b) Ensuring that it obtains and considers the version of such information and material that is current as at the Closing Time;
 - c) Reporting any missing, inaccessible, or incomplete RFP information or material to the Procurement Representative; and
 - d) Ensuring that any drawings, sketches or other information or material for which format or scale is important, are printed or produced in the proper format or scale.
- 2) The only information and material relevant to this RFP is the information and material set out or referred to in this RFP. For purposes of this RFP, Proponents shall not rely upon, nor shall the City be bound by, any information or material other than the information and material set out or referred to in this RFP.

Section 5.05 Proposal Costs

- 1) The City shall not be responsible for any risk, expense, cost, loss, or damage incurred or suffered by any Proponent or any other person in:
 - a) Obtaining the information and material comprising the RFP;
 - b) Conducting any site visit;
 - c) Preparing a Proposal;

- d) Revising a Proposal;
- e) Submitting a Proposal or revised Proposal; or
- f) Submitting any samples and/or descriptive literature in relation to goods forming part of this RFP.

Section 5.06 Effects of Submitting a Proposal

- 1) By submitting a Proposal under this RFP, the Proponent:
 - a) Agrees to all provisions of this RFP,
 - b) Represents and warrants that:
 - i) No person other than the Proponent has any interest in the Proposal;
 - ii) All information submitted in the Proposal is true, complete, and accurate;
 - iii) The Proposal is made without fraud, collusion, connection, knowledge, comparison of figures or arrangement with any other person submitting a Proposal;
 - iv) No employee or member of Council of the City is or will become interested, directly, or indirectly, as a contracting party or otherwise in the provision of the Goods and Services to be provided pursuant to this RFP, or in any portion of the monies or profits to be derived from the Proposal.
 - c) Submits an "Offer", the acceptance of which will not be binding on the City until both parties have executed a contract.
 - d) Agrees that it has no, and shall have no, claim for any expense, cost, loss, or damages of any kind whatsoever, against the City, arising from participating in any way in this RFP process.
 - e) Releases, to the City, all rights to all information and material comprising its Proposal.

Section 5.07 Status of Information and Material Submitted

- 1) All information and material submitted by a Proponent forms part of the Proponent's Proposal and, upon submission, becomes the property of the City.

Section 5.08 Variation of Proposal Pricing After Submission

- 1) No variation in any unit price, commission rate, or total price proposed will be permitted after the Closing Time, except in the instance of variation due solely to an increase or decrease in the rate of eligible taxes, beyond the control of the Proponent, occurring after the time of submission of the Proposal. Such an increase or a decrease in the rate of eligible taxes will affect the Proposal only to the extent of the tax increase or decrease.
- 2) All prices identified in a Proposal which is accepted will be firm for the term of the contract.

Section 5.09 Non-binding Price Estimates

- 1) While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the Proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

- 2) All prices identified in a Proposal which is accepted will be firm for the term of the contract.

Section 5.10 Imbalanced Proposals

- 1) The City may reject a Proposal if it determines, in its sole discretion, that the Proposal is materially imbalanced. A Proposal is materially imbalanced when:
 - a) It is based on prices that are significantly less than cost for some items of work and prices which are significantly overstated in relation to cost for other items of work; and
 - b) The City has determined that the Proposal may not result in the lowest overall cost to the City even though it may be the lowest submitted Proposal.

Section 5.11 Waiver by City

- 1) The City may, by express written notice, waive some of its rights, powers, or remedies under this RFP.
- 2) None of the following constitutes a waiver by the City of any of its rights, powers, or remedies under this RFP:
 - a) The failure of the City to exercise any of its rights, powers, or remedies under this RFP;
 - b) The delay of the City in exercising any of its rights, powers, or remedies under this RFP;
 - c) The condoning, excusing, or overlooking by the City of any default, breach, or non-observance by a Proponent at any time or times in respect of any provision of this RFP;or
 - d) Anything done or omitted by the City other than by way of express written waiver.
- 3) A single or partial exercise by the City of a right, power or remedy under this RFP does not prevent the City from subsequently exercising that right, power or remedy or any other right, power, or remedy.
- 4) Despite the City taking any action which is the responsibility of a Proponent under this RFP, the Proponent shall remain obligated to take such action.

Section 5.12 Governing Law

- 1) This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing contract shall be governed by the laws of the Province of Ontario. Any disputes arising out of this RFP, or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.

Section 5.13 Quasi-Criminal/Criminal Activity of a Proponent

- 1) The City may reject a Proposal or Proponent if the City:
 - a) Confirms that the Proponent or any individual that owns, directs, or controls the Proponent has been charged with or convicted of an offence under the Criminal Code of Canada, an offence under any other applicable statute or regulations in the Province of Ontario, or an offence pursuant to similar laws outside of the Province of Ontario, or has been named in an order or similar enforcement measure by a regulatory authority; and

- b) Determines that this charge, conviction, or order is material to the given procurement; and
- c) Determines that, considering this charge, conviction, or order, awarding to that Proponent could compromise the delivery of the goods and services or would otherwise undermine the business reputation of the City or the public's confidence in the integrity of the RFP process.

Section 5.14 Confidentiality of Information

- 1) The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the City by any Proponent in connection with, or arising out of this RFP, once received by the City:
 - a) Shall become the property of the City and may be appended to the Agreement and/or the Purchase Order with the successful Proponent; and
 - b) Shall become subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"), and may be released, pursuant to the Act.

Section 5.15 Intellectual Property Rights

- 1) Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property of any third party and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

Section 5.16 Prohibited Communications

- 1) Prohibited Proponent Communications:
 - a) Any attempt on the part of any prospective Proponent or Proponent or any of its employees, agents, contractors, or representatives to contact any person other than the individuals listed on the City's Bids and Tenders website for this RFP, will be grounds for disqualification. For clarification and without limiting the generality of the foregoing, a prospective Proponent or Proponent must not make any contact with any member of the City's Evaluation Team, elected officials or any expert or other advisor to the City, or any staff of the City. In such event, and without any liability, the City may, in its sole and absolute discretion, in addition to any other remedy available at law, disqualify the Proposal submitted by the Proponent or refuse to accept a Proposal submitted by a Proponent that has breached the requirements of this provision.
 - b) In addition, a prospective Proponent or Proponent must not, directly, or indirectly, engage in any form of political or other lobbying with respect to any part of the RFP. In the event of any such lobbying by a prospective Proponent or Proponent, whether directly or indirectly, the City may, within its sole and absolute discretion, reject such Proponent's Proposal or disqualify a prospective Proponent from the RFP process.

- 2) Proponent Not to Communicate with Media:
 - a) A prospective Proponent or Proponent may not at any time, directly or indirectly, communicate with the media in relation to this RFP or with respect to any contract awarded pursuant to this RFP without first obtaining the written permission of the City.

Section 5.17 Omissions, Discrepancies, and Interpretations

- 1) A Proponent who finds omissions, discrepancies, ambiguities, or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the City in writing not later than the deadline for questions. If the City considers that a correction, explanation, or interpretation is necessary or desirable, the City will issue addenda as described in the above article. The decision and interpretation of the City shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

Article VI. Procedures for Submitting a Proposal

Section 6.01 Submission of Proposal

- 1) For this RFP, unless an addendum provides otherwise, the City shall accept only electronic proposals submitted via email to Allyson Euler, City Clerk, aeuler@dryden.ca. For proposals larger than 25mb, please submit through Dryden.2big4email.com
- 2) Proposals must be received by 3:00 PM (CDT), Tuesday November 18, 2025 (the "Closing Time").
- 3) A Proponent may withdraw the Proponent's Proposal prior to the Closing Time and either:
 - a) Keep the Proposal out of the RFP; or
 - b) Edit and re-submit the Proposal before the Closing Time.
- 4) The City shall accept only those electronic Proposals received as outlined in 6.01 (1) no later than the Closing Time. Proposals received after the closing time will be excluded. The date and time that the electronic Proposal was sent by the Proponent is of no consequence.
- 5) Each Proponent shall allow sufficient time to send the Proposal and applicable attachments and to resolve any uploading and transmission issues, such as "Internet traffic jams," file transfer size and transmission speed.

Article VII. Evaluation of Proposals

Section 7.01 Disqualification of Proposals

- 1) The City shall disqualify a Proposal if, in the sole, final, binding opinion of the City:
 - a) It is one of two or more Proposals submitted by the same Proponent, whether under the same or different names, unless the Proposals make it clear that the work in the extra Proposal(s) shall be performed under a "joint" agreement;
 - b) It was submitted by a Proponent that colluded with one or more other Proponents;
 - c) It was submitted by a Proponent that has a Conflict of Interest;
 - d) It was submitted by a Proponent that is not a Responsible Proponent;

- e) It was submitted by a Proponent that:
 - i) Is an Opposing Party,
 - ii) Proposes an Opposing Party as a sub-contractor, or
 - iii) Is not at arm's length from an Opposing Party;
- f) It is incomplete, conditional, illegible, obscure, or unqualified in any way;
- g) It contains additions not called for, erasures, alterations, or irregularities of any kind;
- h) Its prices are so unreasonable and/or unbalanced as to be likely to affect adversely the interest of the City;
- i) It is received after the Closing Time, regardless of the circumstances which resulted in the late submission;
- j) It is not executed or is executed by a person who does not have authority to bind the Proponent;
- k) It fails to acknowledge all addenda;
- l) It was submitted by a Proponent, or any person on behalf of a Proponent, who has initiated communication about this RFP after it was issued and before it is terminated or before one or more contracts are entered in respect of the Goods and Services which are its subject, with any:
 - i) Elected official of the City, except in a public deputation in a meeting open to the public,
 - ii) Member of City staff other than the Purchasing Representative, or
 - iii) Media;
- m) It fails to meet any mandatory criteria; or
- n) It contains a limitation or qualification on the City's right to publicly disclose the name of any Successful Proponent and, if applicable, any Proposal price.

Article VIII. After Acceptance of a Proposal

Section 8.01 Insurance

- 1) If the City accepts a Proposal of a Proponent, then prior to the execution of an agreement or the issuance of a Purchase Order and prior to commencement of any work under the contract, the Proponent shall provide to the City proof of insurance satisfactory to the City of the following insurance coverages, all taken out with insurers licensed to transact insurance business in Ontario:
 - a) Commercial General Liability Insurance:
 - i) Including "The Corporation of the City of Dryden" as an additional insured,
 - ii) To a limit of not less than five million dollars (\$5,000,000) inclusive per occurrence,
 - iii) Including bodily injury, personal injury, death, and damage to property, including loss of use thereof,
 - iv) In a form satisfactory to the City of Dryden's Finance Department, and
 - v) Endorsed to provide "The Corporation of the City of Dryden" with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage;

- b) Automobile Liability Insurance:
 - i) In respect of licensed vehicles,
 - ii) To a limit of not less than five million dollars (\$5,000,000) inclusive per occurrence,
 - iii) Including bodily injury, death, and damage to property,
 - iv) Endorsed to provide "The Corporation of the City of Dryden" with not less than thirty (30) days' notice, in advance, of any cancellation, change or amendment restricting coverage, and
 - v) In the following forms: standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Supplier, and standard non-owned automobile form policy including standard contractual liability endorsement;
- c) Professional Liability Insurance:
 - i) To a limit of not less than five million dollars (\$5,000,000) inclusive per claim made, and
 - ii) Subject to an annual aggregate of five million dollars (\$5,000,000);
- 2) The Proponent shall ensure that all the foregoing insurance is primary and does not call into contribution any other insurance coverage available to the City.
- 3) If any of the foregoing policies expire during the term of this agreement, the Supplier shall renew or replace them and, within sixty (60) days after such expiry, provide to the City certificates (originals, signed by authorized insurance representatives) of the renewed/replaced insurance.

Section 8.02 Workplace Safety and Insurance Act (WSIA)

- 1) If, at the time the Services are to commence, the Successful Proponent is not subject to the insurance requirements under the WSIA, then it shall, within ten (10) calendar days after the Agreement Date, provide to the City proof of such status. If this status changes, during the term of this agreement, such that the Successful Proponent becomes subject to the insurance requirements under the WSIA, then the Successful Proponent shall provide to the City a current certificate under the WSIA confirming that the Successful Proponent has complied with its obligations under the WSIA:
 - a) Within ten (10) calendar days after such change in status;
 - b) Whenever a certificate has expired and been replaced with a new, current, certificate; and
 - c) Whenever requested by the City.
- 2) If, at the time the Services are to commence, the Successful Proponent is subject to the insurance requirements under the WSIA, then it shall provide to the City a current certificate under the WSIA confirming that the Successful Proponent has complied with its obligations under the WSIA:
 - a) Within ten (10) calendar days after the Agreement Date;
 - b) Whenever a certificate has expired and been replaced with a new, current, certificate; and

- c) Whenever requested by the City.

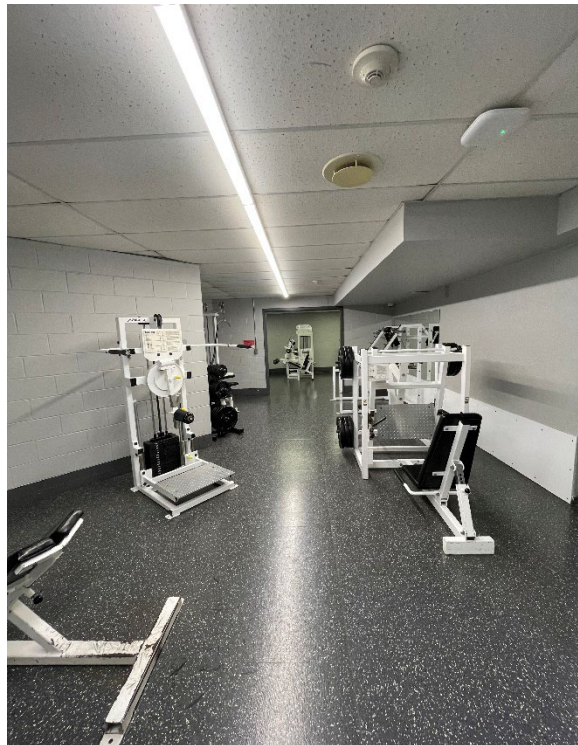
Section 8.03 Failure to Provide Insurance or WSIA or to Execute Agreement

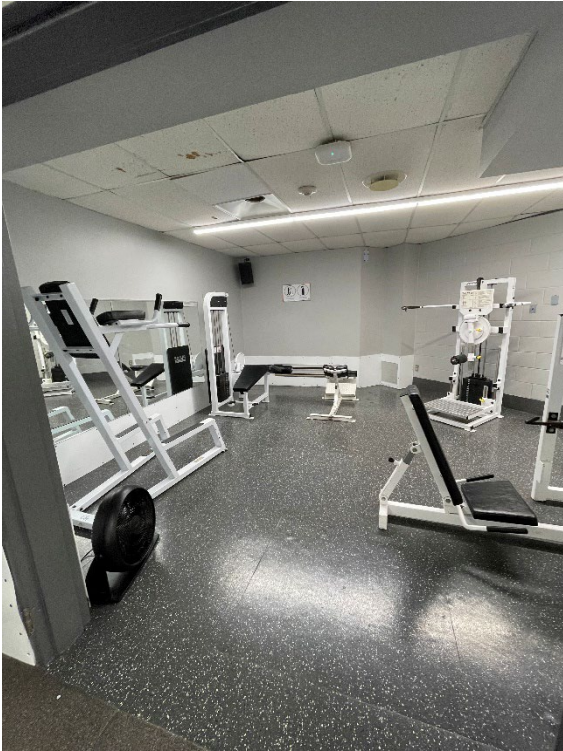
- 1) If the City accepts a Proposal of a Proponent, but the Proponent fails to provide the required proof of insurance or WSIA, or to execute the agreement, if required of this RFP, within ten (10) calendar days after the City's acceptance of the Proposal, then the City may cancel the award to the Proponent, and the City may engage any other Proponent in contract execution. The Proponent shall be responsible for any costs, losses or damages suffered by the City due to such failure.

Appendix 1.1. Current Weight Room Inventory

Equipment	Quantity	Notes
P418 Cable Row	1	
P306 Leg Extension	1	
P423 Abdominal Crunch	1	
P401 Chest Press	1	
Hamstring Curl	1	
P424 Back Extension	1	
Lat Pulldown	2	
Shoulder Press	1	
Seated Calf	1	
Squat Rack/Plate Hold	1	
Leg Press	1	
Total Hip	1	
Oblique Flexor	1	
Leg Curl	1	
Assisted Chin Dip	1	
Lever Tricep Press	1	
Incline Lever Row	1	
Lever Shoulder Press	1	
Incline Chest Press	1	
Decline Chest Press	1	
Seated Preacher	1	
Crossover Cable Machine	1	
Ab Isolator	1	
Counterweight Smith Machine	1	
Power Rack	1	
Deadlift Set	1	
Treadmill	1	Current treadmill is a Precor TR-700 series
Elliptical	1	Current elliptical is a Precor EFX 885/883/835/833/821/566i

Appendix 1.2. Current Facility/Equipment Images





Appendix 1.3. Proposed Equipment List Form

The Proponent must create and complete an excel spreadsheet identical to the one below with the equipment they are proposing and submit with their proposal.

Name of Equipment	Model Number	Price	Warranty	Manufacturer Life Expectancy	Gauge of Steel	Upholstery Type	Bolted to Ground? (Y/N)	Add on Weights (if applicable)	Information Placards (Y/N)	Notes

Appendix 1.4. Procurement Policy



CITY POLICY

SECTION: FINANCE

NO: FI – PR - 01

REFERENCE: PROCUREMENT

Date: New

**Next Review Date:
July 2025**

TITLE: PROCUREMENT POLICY

1.0 Purpose

- 1.1 To procure the necessary quality and quantity of Goods and Services in an efficient, timely and cost-effective manner.
- 1.2 To encourage an open and competitive process for the acquisition and disposal of Goods and Services.
- 1.3 To provide equitable and objective treatment of all suppliers and potential suppliers.
- 1.4 To create an environment that facilitates obtaining the best value from an acquisition.

2.0 Scope

- 2.1 This policy applies to all City of Dryden Departments.
- 2.2 This policy applies to the governing body of each of the following local boards:
 - (1) Dryden Police Services Board.
 - (2) Dryden Library Board.

3.0 Definitions

- 3.1 Outside of terms noted in 3.2, all terms are intended to have the meaning ordinarily attributed to it in the English language.

3.2 For this policy, the following definitions are applicable:

- 1) **"Acquisition Method"** means the process by which Goods and Services are Procured.
- 2) **"Approved Budget"** means a budget approved by Council in a budget document and/or by specific Council resolution to acquire a deliverable, including pre-commitments and any subsequent change to the budget approved either by Council or by delegated authority as set out in this By-Law, including expenditures to be approved in future budgets assuming the same level of service as that of the current year.
- 3) **"Bid"** means an offer or submission received from a prospective supplier of Goods and Services to a Tender Request.
- 4) **"Bidder"** means a person responding to a Tender issued by the City.
- 5) **"Bid Irregularity"** is a deviation between the requirements (terms, conditions, specifications, special instructions) of a Bid Request and the information provided in the bid response.
- 6) **"Bid Request"** means a formal request for Bids or a solicitation, which may be in the form of a Request for Quotation or Tender.
- 7) **"Chief Administrative Officer"** means the person within the employ of the Corporation of The City of Dryden holding that job title and being the chief administrator for the [City](#).
- 8) **"City"** means The Corporation of The City of Dryden.
- 9) **"Contract"** means a written and binding agreement in accordance with law. It may take the form of a Purchase Order or other form of written agreement. The term does not include verbal agreements.
- 10) **"Contractor"** means the Bidder/Proponent with whom the City [enters into](#) a Contract as the result of a Bid Request/Request for Proposal.
- 11) **"Controlling interest"** means the interest that a person has in a corporation when the person beneficially owns, directly or indirectly, or exercises control or direction over, equity shares of the corporation carrying more than ten percent (10%) of the voting rights attached to all equity shares of the corporation for the time being outstanding.
- 12) **"Council"** means the Council of the Corporation of The City of Dryden.
- 13) **"Department Head"** means a member of the Senior Management Team
- 14) **"Emergency"** is an event or circumstance where the immediate purchase of goods, services or construction is necessary to prevent or alleviate serious delay, a threat to public health, safety or welfare, the disruption of essential services or damage to public property or any other expenditure that is necessary to respond to any such event and may include, but is not limited to, an emergency declared under the Emergency Management and Civil Protection Act.

- 15) **"Emergency Method"** means the procurement process outlined in Article 11.0 of this policy, where the usual competitive acquisition rules are suspended due to the prevailing emergency circumstances.
- 16) **"Goods and Services"** is a phrase that includes labour, supplies, materials, equipment and services of every kind. The "and" in the phrase is intended to be read as "and/or".
- 17) **"Major Bid Irregularity"** is a deviation from the Bid Request that affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the bidder could gain an unfair advantage over competitors. Bids which contain a major irregularity will be rejected.
- 18) **"Minor Bid Irregularity"** is a deviation from the Bid Request, which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected, the bidder would not gain an unfair advantage over competitors.
- 19) **"Pecuniary Interest"** means the opportunity, directly or indirectly, to profit or share in any profit derived from a competitive bid or agreement.
- 20) **"Procure"** means to acquire by purchase, rental, lease or trade.
- 21) **"Proponent"** means a person who submits a proposal.
- 22) **"Proposal"** means a proposed solution to a problem, need or objective, submitted in response to a Request for Proposal.
- 23) **"Purchase Order"** (also known as "PO"), includes Standing Purchase Orders and means a written offer to Procure Goods and Services, or a written acceptance of an offer to acquire Goods and Services, made on the City's form bearing that title.
- 24) **"Quote"** means a request for prices for the supply of specific goods and services from selected vendors, which is submitted verbally, in writing or transmitted by facsimile.
- 25) **"Request for Proposal"** (also known as "RFP") is a process where the City seeks more information from Proponents than merely the price. The specifications outlined in the Request for Proposal document are not necessarily detailed or precise and Proponent may be asked to provide creative solutions to help the City meet the goal outlined in the RFP document. The RFP document contains the criteria by which the City will judge the various Proposals submitted to determine which will be awarded the Contract.
- 26) **"Single Source"** means the supplier where there is more than one source in the open market but only this one is recommended for consideration in a Contract, without a Bid Request.
- 27) **"Sole Source"** means the supplier where there is only one source of supply of Goods and Services.

- 28) **"Solicitor"** means a person or firm, whether employed by the City or retained by the City to provide legal advice to the Council and administration.
- 29) **"Staff Report"** is a written report presented to Council, subject to review by the Chief Administrative Officer.
- 30) **"Standing Purchase Order"** means a Purchase Order which establishes prices or a method for determining prices, terms and conditions and the period during which a vendor agrees to provide goods or services to the purchaser upon the purchaser's demand.
- 31) **"Tender"** is a process where the City specifies in a Tender document, with detail and precision, the exact Goods and Services it requires. Bidders are asked to submit Bids that include pricing only, with no deviation from any of the terms, conditions or specifications in the Tender document.

4.0 Principles

- 4.1 The City seeks to purchase Goods and Services to sustain City operations without interruption and which meets its current and future needs and provides for economical and efficient service. At the same time, it recognizes that controls must be maintained in accordance with policy as approved by Council.
- 4.2 The City is committed to the highest standards of integrity with respect to the purchase of Goods and Services and managing the processes by which Goods and Services are acquired. Contract award decisions shall be based on clear, transparent and objective criteria that are applied free from ~~favouritism~~, nepotism, political considerations or political interference.

5.0 General Conditions

- 5.1 The purchase of all goods and services will adhere to this policy and shall be authorized in accordance with the provisions of *Schedule "A" – Delegation of Authority for Financial Commitments "Financial Authorization" Matrix*.
- 5.2 Other than items listed in *Schedule "B" – Exemptions*, a Purchase Order or other form of contract is required for all purchases greater than \$500.00 prior to the goods being received or services commenced.

- 5.3 If purchases are made after regular business hours, the PO is required to be in place prior to payment.
- 5.4 Purchase Orders of more than \$15,000 will require second level authorization by the Treasurer or designate.
- 5.5 In the absence of the Treasurer or their designate, the Chief Administrative Officer shall act as the authorized designate for the Procurement Policy.
- 5.6 Where a Department Head is authorized to undertake any act pursuant to the Procurement Policy, such act may be undertaken by the Department Head's authorized designate.
- 5.7 Council must first approve any commitments being made where it is required that a contract be executed by the Mayor and Clerk.
- 5.8 The Treasurer, in consultation with the Department Head or Chief Administrative Officer, may remove a vendor's name from the list of bidders for a period of two (2) years based on documented poor performance, non-performance, or conflict of interest. A written notice of the decision will be provided to the vendor by the Treasurer.
- 5.9 The Procurement By-Law does not apply to the sale, acquisition or disposal of Real Property.
- 5.10 Prior to making a purchase, a Staff Report presented by the requisitioning Department is required if any of the following circumstances exist:
 - (1) The lowest acceptable tender is not being recommended.
 - (2) When single source or sole sourcing of an acquisition is to be used.
 - (3) For a non-budgeted expenditure.
- 5.11 In accordance with the Discriminatory Business Practices Act, International Trade Agreements, and the Competition Act, the City does not have a local preference policy.
- 5.12 Wherever practicable, the City will incorporate accessibility criteria and features when procuring goods and services, with an explanation required upon request if it is determined that incorporating accessibility criteria and features cannot be implemented or are not feasible.

- 5.13 Wherever practicable, the City will incorporate energy efficiency into the criteria for procuring goods.

6.0 Restrictions

- 6.1 No contract for Goods and Services may be divided into two or more parts to avoid the application of the provisions of this policy.
- 6.2 No personal purchases shall be made by the City directly or indirectly for members of Council or any appointed member of a local board or commission or for any officer or employee of the City.
- 6.3 No Council member, officer or employee of the City or their family shall personally obtain any goods that have been declared surplus unless through a public process.

7.0 Exemptions

- 7.1 The purchasing procedures set out in this Policy shall not apply to Goods & Services outlined in *Schedule "B" – Exemptions*, provided that the purchase does not exceed the amount approved in the approved budget.
- 7.2 For exempted items, it is each Department Head's responsibility to make every effort to obtain the lowest possible cost as appropriate.

8.0 Responsibilities and Authorities

- 8.1 Where any authority has been granted to any officer or employee of the City pursuant to this policy, such authority may be exercised by the Chief Administrative Officer.
- 8.2 Despite any other provision of this policy, during any period that regular Council meetings are suspended or altered from the regular schedule for any reason, or during the period that the acts of Council are restricted under Section 275 of the Municipal Act, the Chief Administrative Officer shall be authorized to award any contract. A report shall be submitted to Council, as soon as reasonably possible, setting out the details of any contract awarded in this manner.

-
- 8.3 The Treasurer is responsible for the administration of the Procurement Policy and to continually review the corporate use of goods and/or services to ensure the City is receiving the best value for money.
 - 8.4 The Treasurer shall have the authority to establish policies and procedures for the issuance of all Purchase Orders for Goods and Services, for Corporate Purchasing Cards, non-standard items, and consulting and professional services provided that proper authorization has been obtained from Council, and/or the appropriate Department Head, as applicable.
 - 8.5 The Treasurer is responsible for the Corporate Credit Card program and relevant procedures.
 - 8.6 Each Department Head shall be responsible for and shall have the authority for all procurement activity and decisions within their areas of responsibility.
 - 8.7 Each Department Head shall be held directly accountable for any deviation from the procurement policy within their areas of responsibility and will ensure that business transactions are conducted ethically and professionally.
 - 8.8 Department Heads, for circumstances in which they will be absent from the office, shall delegate their authority within this policy to such individuals within their department as they consider appropriate. It shall be the Department Head's responsibility to advise the Treasurer in writing with regards to any such delegation of authority.

9.0 Financial Authorization

- 9.1 *Schedule "A" – Delegation of Authority for Financial Commitments "Financial Authorization" Matrix* sets out the levels and positions of authorized individuals with delegated authority to approve financial commitments (including for, but not limited to, purchase, payment, and contract requisitions, invoices and other business expenditures), and the limits assigned to each level.
- 9.2 Except as otherwise directed by Council, all Contract awards for expenditures of more than five hundred thousand (\$500,000.00) dollars shall be undertaken through a Contract in a form approved by Council and executed on behalf of the City by its proper signing officers.

10.0 Acquisition Methods

- 10.1 Where the acquisition of goods or services has been approved in the City's annual budget, the following procedures shall apply:

10.1.1 Purchases Under \$500

The acquisition of Goods and Services having a value less than five hundred (\$500.00) dollars shall be carried out in accordance with the principles set out in this policy and such other applicable policies and procedures established from time to time. These Procurements may be undertaken using:

- a) Cheque;
- b) Purchase Orders; or
- c) Corporate-issued credit cards.

Purchases shall be made from a competitive market place wherever possible.

10.1.2 Purchases between \$500 and \$5,000

The acquisition of Goods and Services having a value of at least five hundred (\$500.00) dollars but less than five thousand (\$5,000.00) dollars shall be carried out in accordance with the principles set out in this policy and such other applicable policies and procedures established from time to time. These Procurements may be undertaken using:

- a) Purchase Orders.

Purchases shall be made from a competitive market place wherever possible.

Quotations may be received either verbally or in writing.

10.1.3 Purchases between \$5,000 and \$50,000

Goods and Services with an estimated value of at least five thousand (\$5,000.00) dollars but less than fifty thousand (\$50,000.00) dollars may be purchased through a Request for Quotation process.

At least three (3) written quotations shall be solicited by the Department Head.

10.1.4 Purchases at \$50,000 or More

Goods and Services with an estimated value of at least fifty thousand (\$50,000.00) dollars shall be procured using either a Request for Proposal process or a Tender process.

10.1.4.1 Tenders/Request for Proposals

- a) The requisitioning department shall initiate the procurement process by preparing the required documents.
- b) The requisitioning department shall be responsible for the preparation and approval of all specifications to be used in the acquisition of such goods and services.
- c) Bid bonds and performance and labour bonding are required for all purchases over \$100,000.00. Purchases of lesser value may include bonding requirements such as security deposits as determined by the Department Head if it is deemed in the best interest of the City.
- d) Tenders/RFP are to be advertised on the City of Dryden website and may be advertised in local/regional newspapers, through electronic advertising, or sent directly to known vendors, as appropriate.
- e) In some instances, the Tender/RFP may be advertised to pre-qualify bidders/proponents. Pre-qualification of bidders/proponents includes the screening of potential vendors in which such factors as financial capability, reputation, qualified staff; equipment management and product quality are considered. After an evaluation of the responses, only those bidders/proponents who are "pre-qualified" can submit bids/proposals.
- f) The Department Head shall send a draft advertisement for the Tender/RFP and associated documents to the Chief Administrative Officer/Treasurer for review, to ensure that all provisions other than specifications have been included in the proper format.
- g) All bid/proposal submissions shall be clearly addressed to the City Clerk, 30 Van Horne Avenue, Dryden, Ontario, P8N 2A7, and returned in a sealed envelope.
- h) The City Clerk's office shall receive all sealed bid/proposal submissions and mark with a date and time-stamped receipt.

- i) Requests for the withdrawal of a bid/proposal shall be allowed if the request is made before the closing deadline for the Tender/RFP to which it applies. All requests to withdraw shall be made to the City Clerk by letter or in person, by a representative of the company, with a signed withdrawal letter confirming the details. Telephone requests will not be considered. The withdrawal of the bid/proposal does not disqualify a bidder from submitting another bid on the same contract.
- j) When in the opinion of the City it is advisable to cancel a Tender/RFP call, an advertisement shall be inserted in the same media originally used stating that the Tender/RFP has been cancelled, the reason for such cancellation and whether the Tender/RFP will be recalled. Vendors who are registered with the City shall be notified in writing of the cancellation of the Tender/RFP and all Bids/Proposals received shall be returned unopened to the bidder.
- k) Bids/Proposals received by the City Clerk's office shall be opened by the City Clerk or designate at the time and location specified in the Tender/RFP. The names and proponents of the bids/proposals shall be read out. The prices contained in bids only, where appropriate in the discretion of the City Clerk, shall also be read out. The prices contained in Request for Proposals shall not be read out. All bidders/Proponents and other interested members of the public shall be entitled to be present when the information is read out.
- l) The City Clerk or designate shall record and maintain a record of each Tender opening and distribute as appropriate.
- m) Tenders/Request for Proposals shall be tabulated and evaluated by the requisitioning Department.
- n) Each Tender/Request for Proposal shall be reviewed to determine whether a bid irregularity exists, and action shall be taken according to the nature of the irregularity as set out in *Schedule "C" – Bid Irregularities*.
- o) The Department Head, a Solicitor, and/or the Treasurer shall be responsible for all actions taken in dealing with bid irregularities and acts in accordance with the nature of the irregularity.
- p) If a vendor withdraws their bid due to the identification of a major irregularity, the City may disqualify such vendor from participating in City Quotations/Tenders/Requests for Proposals for a period of up to one (1) year.
- q) A Staff Report may be required to be prepared for Council consideration and approval of the Tender by the requisitioning

Department Head based on the provisions of *Schedule "A" – Delegation of Authority for Financial Commitments "Financial Authorization" Matrix*.

10.2 Council Approval

Despite any other provision of this policy, a Staff Report shall be submitted to Council prior to authorizing an award in each of the following circumstances:

- a) Any contract where the total acquisition cost is greater than the Council approved budgets.
- b) Any contract where the total acquisition cost exceeds the authority limits as outlined in *Schedule "A" – Delegation of Authority for Financial Commitments "Financial Authorization" Matrix*.
- c) Any contract, awarded through a Tender, where the award is not proposed to be made to the bidder with the lowest compliant bid or where an irregularity precludes the award of a contract to the supplier submitting the lowest compliant bid.
- d) Any contract where a good, service or construction is available from only one source of supply and the total acquisition cost of such good, service or construction exceeds \$50,000; or where a bid solicitation has been restricted to a single source of supply because standardization or compatibility is the overriding consideration.

10.3 Use of Negotiation for Goods and Services Less than \$50,000

Despite any other provisions of this Policy, in circumstances set out in this Section, the requisitioning Department Head may wish to negotiate with one or more potential suppliers for acquiring Goods and Services valued at fifty thousand (\$50,000.00) dollars or less. In that case, the Department Head shall consult with the Chief Administrative Officer who may then enter negotiations with one or more vendors for the supply of Goods and Services when any of the following conditions exist:

- a) Due to market conditions, Goods and Services are in short supply;
- b) It is a Sole Source circumstance (including circumstances where only one Bidder submitted an acceptable Bid);
- c) All acceptable Tender Bids exceed the amount budgeted for the Goods and Services and the lowest Tender Bid is within twenty (20%) percent of budget;

- d) Market research indicates that the extension or reinstatement of an existing Contract would be more cost-effective or beneficial to the Corporation; or
- e) A Single Source is being recommended because it is more cost-effective or is otherwise more beneficial.

10.4 Negotiation Method for Goods and Services Valued at More than \$50,000

In circumstances where Section 10.3 would have applied had the value of Goods and Services been fifty thousand (\$50,000.00) dollars or less, but the estimated value exceeds that, this Section applies. Despite any other provisions of this Policy, the requisitioning Department Head shall consult with the Chief Administrative Officer to determine if there is suitable merit for the use of the Negotiation Method for the purchase or Goods and Services valued at greater than fifty thousand (\$50,000.00) dollars. If it is determined that the Negotiation Method is suitable, the requisitioning Department Head shall prepare and submit a Staff Report to Council communicating that the use of this method was used prior to making any Contract award.

10.5 Lease Financing

In certain circumstances, it may be economically advisable for the City to enter a financing lease to acquire the rights to use capital property and equipment rather than an outright purchase. The cumulative value over the life of the lease commitment will dictate the required authorization as per *Schedule "A" – Delegation of Authority for Financial Commitments "Financial Authorization" Matrix*.

10.6 Expenditures Before the Passing of the Budget

For the purposes of this policy, prior to the approval of the municipal budgets, Department Heads shall have the authority, within the guidelines as outlined in this policy, to expend up to ninety percent (90%) of the previous year's approved operating budget. All items either capital in nature or budgeted as unusual spending through the capital budget process, must receive Council approval prior to the approval of the municipal capital budget.

10.7 Guarantee of Contract Execution and Performance

10.7.1 As determined appropriate through consultation between the Department Head, CAO and Treasurer, the City may require that a Bid/Proposal be

accompanied by a Bid Bond or other similar security to guarantee entry into a Contract.

10.7.2 Prior to the commencement of the work, the successful Bidder/Proponent may be required to provide the following security in addition to the security referred to in 10.7.1:

- 1) A performance bond to guarantee the performance of a Contract;
- 2) A payment bond to guarantee the payment of labour and materials to be supplied in connection with the contract.
- 3) The bidder/proponent shall select the appropriate means to guarantee execution and performance of the contract. Means may include one or more of, but are not limited to, certified cheque, bank draft, irrevocable letter of credit, money order, and where appropriate, a bid bond issued by an approved guarantee company properly licensed in the province of Ontario, on bond forms acceptable to the City.
- 4) Prior to the commencement of work, evidence of insurance coverage satisfactory to the City must be obtained, ensuring indemnification of the City from all claims, demands, losses, costs or damages resulting from the performance of a Bidder's obligations under the contract and from any other risk determined by the City as requiring coverage.
- 5) All successful bidders/proponents performing work on City property shall provide evidence from the Workplace Safety and Insurance Board showing all premiums or levies have been paid to the WSIB to the date of payment to be eligible for specified works.

11.0 Emergency Procurement

- 11.1 Despite any other provision of this policy, in cases of emergency, as determined by the Chief Administrative Officer, the purchase of goods, services or construction may be authorized without issuing a Request for Proposal process or a Tender process.
- 11.2 Where the emergency falls within the scope of the City's Emergency Plan, the terms of that By-law shall apply.
- 11.3 The Department Head shall, as far as is feasible, obtain the lowest price for supplies and services that are necessary to prevent serious delays, further damage or greater harm.

- 11.4 The Chief Administrative Officer will send an email briefing to Council at the time the emergency is determined and the Department Head responsible shall report said purchase in writing at the next meeting of Council, identifying the proposed sources of funding.

12.0 Disposal of Surplus Goods

- 12.1 The Department Head is responsible for the disposal of all surplus City assets, exclusive of real estate.
- 12.2 The Department Head shall circulate a list of surplus goods available to all Departments, prior to the sale or disposition of such items. Distribution of surplus goods to other Departments shall be at no charge.
- 12.3 The method of disposal used on a surplus item will be that which results in the best overall benefit to the Corporation. Disposal methods include:
- 1) Scrap, dismantle or destroy, classify as waste and dispose;
 - 2) Transfer to another department, committee or program for use within the Corporation;
 - 3) Donate to an external non-profit or charitable organization, with CAO approval;
 - 4) Trade-in, and/or return to the supplier for credit;
 - 5) Invite public or selective quotations; or
 - 6) Undertake a public auction.
- 12.4 Revenue generated from the sale of surplus goods shall be credited to the appropriate department's operating revenue.

13.0 Conflict of Interest

- 13.1 No elected official, appointed officer or employee of the City shall have any pecuniary or controlling interest either direct or indirect in any competitive bid or contract for the supply of goods or services to the City, unless such pecuniary interest is disclosed by the contractor, bidder, or person submitting a quotation, as the case may be, or unless such pecuniary interest would be exempt under the *Municipal Conflict of Interest Act*.
- 13.2 Competitive bid documents shall include a section that requires and provides for the disclosure of any pecuniary interest prior to submission of the bid. Should a conflict of interest arise after the award of a contract, the conflict shall

immediately be disclosed in writing to the Chief Administrative Officer (CAO). Further, all competitive bid documents and agreements shall provide that if a contract is awarded to a person who has not, during the bidding or contracting process, disclosed the pecuniary interest of an elected official, appointed officer or employee of the City in the contract, the contract may be cancelled at any time by the City in its entire discretion without damages or penalty.

- 13.3 Goods and Services are considered to have been purchased "indirectly" from an elected official, appointed officer or employee of the City if they are purchased from a parent, spouse, sibling or child of that individual, or from a company owned or controlled by that individual or by a parent, spouse, sibling or child of that individual, in any case whether or not the benefit is ever transferred to the elected official, appointed officer or employee of the City.
- 13.4 When a supply contract requiring Council approval is to be awarded to an elected official, appointed officer or employee of the City, either directly or indirectly, a staff report is to be presented to City Council clearly indicating the disclosed pecuniary interest without identifying the individual (where appropriate).
- 13.5 Excluding business meals, and promotional items (pens, calendars, notepads, hats, etc.) valued under \$25, the acceptance of gifts, benefits, money, discounts, favours or other assistance by any City employee or member of Council, whether directly or indirectly, from potential suppliers to the City is prohibited. The image and integrity of the City, and its staff and elected officials, must always be preserved. Everyone involved in the purchasing process shall abide by relevant conflict of interest policies and codes of ethical conduct. For clarification, favours are considered to be bestowed "indirectly" to a City employee or member of Council if it is bestowed upon a parent, spouse, sibling or child of that individual, or upon a company owned or controlled by that individual, or by a parent, spouse, sibling or child of that individual, in any case whether or not the benefit is ever transferred to the employee or member of Council. Accordingly, acceptance of gifts, benefits, money, discounts, favours or other assistance by those individuals and companies is also prohibited.

14.0 Confidentiality and Access to Information

- 14.1 The disclosure of information contained in a Bid/Proposal or Agreement shall be made by the appropriate officers of the City in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and any other applicable legislation. If a Bidder/Proponent considers any part of their Bid/Proposal proprietary, the Bidder/Proponent shall clearly mark such page or section of the Bid/Proposal as confidential. This procedure will not

automatically protect the information from release but will assist the City in deciding on release if a request is made under MFIPPA.

15.0 Policy Review

- 15.1 At minimum, this Policy shall be reviewed and evaluated for effectiveness prior to the end of each Council term, and any amendment thereto shall be made prior to the inaugural meeting of the next Council. The review shall determine how effective this policy has been in achieving the objectives as set out under the Purpose section of this policy as well as the requirements of the Municipal Act, as amended.

History			
Approval Date:	July 22, 2019	Approved by:	By-law 4658-2019
Amendment Date:	Dec. 9, 2019	Approved by:	Steven Lansdell-Roll, Treasurer (on behalf of CAO)
Amendment Date:	August 2023	Approved by:	Council
Amendment Date:		Approved by:	
Amendment Date:		Approved by:	
Amendment Date:		Approved by:	



Schedule "A" - Delegation of Authority for Financial Commitments "Financial Authorization" Matrix

Purpose - This matrix sets out the levels and positions of authorized individuals with delegated authority to approve financial commitments (including for, but not limited to, purchase, payment, and contract requisitions, invoices and other business expenditures), and the limits assigned to each level

Level	Title (Note 1)	Operating Expenditures*		Travel* (Note 2)					Consultant Expenses*	Capital*		
		Operating Expenditures (Purchase or Payment Requisition, or Request for a Contract) Invoices for Goods & Services	Multi-year Requirement (Cumulative Value of Commitment)	Within Ontario	Within Canada	United States (pre-approval)	Outside North America (pre-approval)	Hospitality & Hosting		Requests for Engagement for Consulting/Professional Services (Contract Requisition)	Capital Projects	Request to Engage Capital Management Project Consultants
1	Council	>\$500,000	>1,000,000	>\$5,000	>\$5,000	>\$5,000	>\$0	>\$5,000	>100,000	>\$500,000	>\$50,000	
2	Chief Administrative Officer	500,000	1,000,000	5,000	5,000	5,000	No Authority	5,000	100,000	500,000	50,000	
3	Department Head or equivalent	100,000	200,000	2,500	No Authority	No Authority	No Authority	2,500	50,000	100,000	25,000	
4	Manager or equivalent	25,000	50,000	750	No Authority	No Authority	No Authority	No Authority	15,000	25,000	No Authority	
5	Supervisor/Coordinator	5,000	10,000	No Authority	No Authority	No Authority	No Authority	No Authority	No Authority	No Authority	No Authority	
6	6	500	1,000	No Authority	No Authority	No Authority	No Authority	No Authority	No Authority	No Authority	No Authority	
0	0	No Authority	No Authority	No Authority	No Authority	No Authority	No Authority	No Authority	No Authority	No Authority	No Authority	

*All transactions must be within an approved budget

Notes:

Note 1: Positions delegated level 6 authority are to be approved by the CAO and included on a Financial Exception Authorization list

Note 2: Travel expenses must be in accordance with the Corporate Travel Policy

Definitions:

Capital Management Project Consultants means an architect, engineer, or a construction or design-related consultant retained by the City of Dryden to perform services for construction or design-related projects

Contract Requisition includes a business case, briefing note, feasibility study, or other documentation which demonstrates the need for a requirement

Manager or equivalent includes Airport Manager, Chief Building Official, IT Manager, Librarian, Waterworks Manager, Public Works Operations Manager, Deputy Fire Chief, and Deputy Treasurer

Multi-year Requirement means a purchase or contract requisition which will result in a contract greater than 12 months in length

One-time Requirement means a single invoice, payment requisition, or a contract requisition which results in a contract less than or equal to 12 months

Department Head or equivalent includes City Clerk, Treasurer, Community Services Manager, Public Works Manager, Human Resource Manager, Fire Chief and Police Chief

Supervisor/Coordinator includes Health & Safety Coordinator, Pool & Fitness Supervisor, Museum Curator, Fleet Lead Hand, Economic Development Officer, Aaron Park Supervisor, Stores Keeper, POA Lead, and DPS Executive Assistant/POI Coordinator

SCHEDULE "B" – Exemptions

A. Training and Education:

- (1) Conferences;
- (2) Courses;
- (3) Conventions;
- (4) Memberships;
- (5) Seminars;
- (6) Periodicals/Magazines/Subscriptions; and,
- (7) Staff Training/Development/Workshops.

B. Refundable Employee/Council Expenses:

- (1) Advances;
- (2) Meal Allowances;
- (3) Travel Expenses (Hotel, Car Rental, Mileage, etc.);
- (4) Entertainment; and,
- (5) Miscellaneous - Non-Travel.

C. City's General Expenses:

- (1) Payroll Deduction Remittances;
- (2) Health and Dental Expenses;
- (3) Licenses (vehicles, elevators, radios, etc.);
- (4) Debt Payments;
- (5) Insurance Premiums and claims;
- (6) Software Maintenance;
- (7) Grants to Agencies;
- (8) Payments of Damages;
- (9) Tax Remittances;
- (10) Postage and Delivery
- (11) Advertising (Radio, Newspaper, Magazine, etc.);
- (12) Payment required to be made by the City under statutory/legislative authority; and,
- (13) Real Property payments including Land, Buildings, Leasehold Interests, Easements, Encroachments and Licenses, or the like.

D. Professional and Special Services:

- (1) Legal Fees;
- (2) Committee Fees;
- (3) Witness Fees;
- (4) Appraiser Fees;
- (5) Interpreter Fees; and,
- (6) Collection Agency Fees.

E. Utility Charges:

- (1) Water;
- (2) Hydro;
- (3) Gas;
- (4) Telephone/Telecommunications; and,
- (5) Cable Television Charges.

				reserves the right to waive initialing and accept bid
16	Uninitialed changes to the request documents which are minor (i.e. the bidder's address is amended by overwriting but not initialed)		x	Two (2) working days to <u>initial</u> . City reserves the right to waive initialing and accept bid
17	Alternate items bid in whole or in part		x	Available for further consideration unless specified otherwise in request
18	Unit prices in the schedule of prices have been changed but not initialed		x	Two (2) working days to correct initial errors. City reserves the right to waive initialing and accept bid
19	Other mathematical errors which are not consistent with the unit prices		x	Two (2) working days to <u>initial</u> corrections. Unit prices will govern
20	Pages requiring completion of information by vendor are missing	x		Automatic rejection
21	Bid documents which suggest that the bidder has made a major mistake in calculations or bid			Consultation with a Solicitor on a case-by-case basis and referenced within the staff report if applicable

NOTE: the above list of irregularities should not be considered all-inclusive. The Department Head in consultation with the Treasurer will review minor irregularities not listed. The Department Head may then accept the bid, or request that the bidder rectify the deviation.