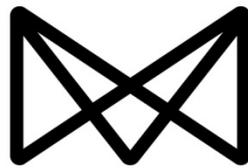


**THE CORPORATION OF THE CITY OF MISSISSAUGA**



**MISSISSAUGA**

**PROCUREMENT SERVICES**

**Standard Instructions**

**For**

**Responding to Bid Requests (MVA Version)**

**Revision Date: August 2022**

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Unless specified otherwise in the Bid Request, these Standard Instructions will apply.

**Definitions:**

**“Award”** means the selection by the City of the Bidder and the Bidder’s goods and/or services as a result of a Bid Request.

**“Bid”** means an offer or Bid received from a Bidder in response to a Bid Request.

**“Bidder”** means any legal entity submitting a Bid.

**“Bid Request”** means a solicitation from the City to potential bidders to submit a Bid.

**“City”** means The Corporation of the City of Mississauga.

**“Chief Procurement Officer”** means the Director of Corporate Business Services whose responsibility it is to supervise and carry out the Procurement function on behalf of the City. In the absence of the Director of Corporate Business Services, the responsibility shall be carried out by the Commissioner of Corporate Services.

**“Closing Date and Time”** means the date and time by which Bids should be submitted. Bids received after the Closing Date and Time may not be considered.

**“Contract”** means a legally binding agreement between the City and the Successful Bidder(s) resulting from this Bid Request. The agreement may be in the form of a numbered City purchase order or a customized contract.

**“Contract Manager”** means a City employee who has delegated Procurement Process responsibility and/or Contract management responsibility.

**“Manager”** means the Manager, Procurement Services or designate.

**“Medium Value Acquisition”** (MVA) means a Procurement of Goods and/or Services having a value of \$25,000 to \$100,000, excluding taxes.

**“Procurement Services”** means the organizational unit of the City responsible for procurement of goods and services.

**“Successful Bidder”** means the Bidder(s) whose Bid has been accepted by the City.

## **1.0 INTRODUCTION**

### **1.1 Accessibility**

The City conducts the procurement of goods and services in a way that promotes and incorporates the requirements of the *Ontarians with Disabilities Act, 2005* (AODA) and the Integrated Accessibility Standards Regulation (IASR) where possible.

### **1.2 Bid Request**

A Bid Request is comprised of all of the items noted in the Bid Request. Each Bidder is to ensure that the Bid Request is complete and must contact the Contract Manager if there are discrepancies.

### **1.3 Bidders Responsibility to Obtain Full Information**

Bidders are advised to review all Bid Request information carefully. The submission of a Bid shall be deemed proof that the Bidder has satisfied itself as to all the provisions of the Bid Request, all the conditions which may be encountered, the materials and level of effort required, and any other matter which may affect their ability to perform the Contract satisfactorily, should their Bid be selected.

No claims will be considered by the City based on the assertion by the Bidder that it was uninformed or did not understand any of the City's information.

### **1.4 Addenda/Additional Information**

The City may amend or supplement the Bid Request at any time during the bidding process. Any such amendment or supplement will be made by the issuance of an addendum. No other statement, whether verbal or written, by the City or any of its employees, advisors or representatives shall amend the Bid Request.

### **1.5 Procurement Policies**

Procurement processes are governed in accordance with of the City's Procurement By-law (No. 0013-2022) and the following policies:

- No.03-06-08 – Bid Awards and Bid Protests;
- No.03-08-04 – Vendor Performance Management and Disqualification;
- No.03-06-09 – Sustainable Procurement Policy;

It is the Bidder's responsibility to become familiar with and comply with, where applicable, the City's policies. Procurement policies are available online at:

<https://web.mississauga.ca/services-and-programs/business/bids-and-tenders>

Other City policies may apply, as specified in the Bid Request. All City policies are available at: [www.mississauga.ca](http://www.mississauga.ca)

## **2.0 ADMINISTRATION OF PROCUREMENT PROCESS**

The Procurement of Goods and/or Services for the City is overseen by Procurement Services.

For MVA, unless otherwise specified, the Contract Manager named in the Bid Request will respond to all Bidder inquiries and communications, including issuing addenda as required.

Any contact made with any other City employee or elected official throughout the Bid Request process is contrary to the City's Procurement By-law and may result in the Bidder's disqualification.

## **3.0 BID RESPONSE FORMAT**

Each Bidder should prepare their Bid following all instructions, using the forms provided and attaching all requested information.

**3.1 Fill in The Blanks** – Fill in all blank spaces in the forms provided in the Bid Request, and include any additional information if requested.

**3.2 Estimated Quantities** – Where specified, quantities may be estimates only. Estimated quantities will be used as a basis for price comparison and analyses between Bids and may be incorporated into the final Contract.

**3.3 Pricing** – Unless specified otherwise in the Bid Request, prices submitted must be in Canadian dollars and must be net and firm including any and all charges which may apply.

**3.4 Taxes** – Unless specified otherwise in the Bid Request, all applicable taxes must be excluded from the Bid amounts. HST is to be identified separately on invoices.

Invoices paid to addresses outside Canada will be subject to applicable WITHHOLDING TAXES in accordance with the Canadian Income Tax Act and applicable treaties.

**3.5 Employer Costs** – Bidders are responsible for any and all statutory payments and/or deductions required to be made, including those required for Canada Pension Plans, Employment Insurance, Workplace Safety and Insurance Board and Income Tax.

#### **4.0 SUBMISSION OF BIDS**

**4.1** Bidders should submit their Bids, by email to the Contract Manager, or as detailed in the Bid Request and by the Closing Date and Time.

#### **5.0 BID REVIEW AND/OR EVALUATION**

**5.1** The goal is to achieve the best value overall for the City in a fair and objective manner in accordance with the principles of the City's Procurement By-law.

**5.2** Bids will be reviewed and/or evaluated as described in the Bid Request and in accordance with City policy.

**5.3** To be considered for Award, Bids must be acceptable. Acceptable Bids are those which comply with the requirements set out in the Bid Request. Acceptable Bidders are those who, in the City's opinion meet the qualifications, have the ability, capacity and resources to perform the work, have good references and have not been previously disqualified by the City.

**5.4** The City may request clarification, credit checks, interviews or demonstrations, samples, references, financial information and/or other information, (from any source) at any time prior to Award. However, the City is under no obligation to contact any Bidders for any further information.

**5.5** Information will be considered as it is obtained and validated by the City and the status of a Bidder may be changed at any point prior to Award based on the information received.

Bidders will be notified if their Bid is being disqualified. Once disqualified, the Bidder will receive no further communications regarding the procurement.

**5.6** The City is not obligated to complete a detailed evaluation of a Bid and may de-list any Bidder whom it deems is not in contention for an Award.

**5.7** The Manager may review the process that was conducted by City staff. A re-evaluation may be requested and the results adjusted accordingly if the Manager finds that there was an error or omission in the process.

**5.8** Bidder Bid information, scores and details of reference checks will not be provided to other Bidders unless permitted under The *Municipal Freedom of Information and Protection of Privacy Act, as amended (“MFIPPA”)*.

## **6.0 REFERENCES**

**6.1 General** - The Bidder must, on request, provide references satisfactory to the City, demonstrating its ability to perform the work and, if applicable, that of its subcontractors and/or suppliers. The City will consider the size, scope, nature and complexity of the Bidder’s contract with each reference provided and its comparability with the City’s requirements.

**6.2 References from Other Sources** - The City may, at its sole discretion, obtain and rely on references from sources other than those provided by the Bidder.

**6.3 City as its Own Reference** - If a Bidder has worked for the City in the past, the City may, at its sole discretion, consider any and all aspects of the Bidder’s performance in determining the Bidder’s suitability for contract Award.

## **7.0 AWARD**

The selected Bidder(s) will be identified through the review and/or evaluation processes described in the Bid Request. Staff will then recommend the selected Bidder(s) for Award to senior management.

All non-selected Bidders will be notified.

Approval to Award the Contract(s) to the recommended Bidder(s) will be in accordance with By-law # 0013-2022 and City policies and procedures.

The City reserves the right to select and retain the Bidder(s) it deems best suited to perform the Contract(s) in its sole discretion.

No work shall commence and no expense shall be incurred by the recommended Bidder(s) until they have received an executed Contract from the City.

## **8.0 CONTRACT EXECUTION REQUIREMENTS**

Upon approval of the Award recommendation, the Successful Bidder will be requested to, at its own expense, submit all contract execution documents to the City in accordance with the Bid Request.

## **9.0 PROCUREMENT PROCESS CONDITIONS**

### **9.1 Original Information**

The City's original complete Bid Request as issued and retained by the City will be the only authoritative version and will take precedence over any/all other versions.

### **9.2 Verbal Information**

No verbal information provided by a representative of the City at any time throughout the Bid Request process will be binding on the City.

### **9.3 Prohibited Contacts**

Bidders, including any member of their organization, their respective advisors, employees and representatives or those of their sub-contractors shall not engage in any form of political or other lobbying of any kind whatsoever which may influence the outcome of the Bid Request process. This prohibition extends to any discussions or contacts with any member of the City's Council, staff or Procurement Services staff at any time during the Bid Request process regarding any matters relating to this Bid Request. Failure to comply with this provision may result in disqualification.

### **9.4 Joint Responses**

Joint Bids are not permitted. The City will only Contract with the named Bidder in a Bid submission.

### **9.5 Bidder Costs**

Any and all costs incurred in responding to the Bid Request, including the preparation and submission of a Bid, or any other activities connected with the Bid Request, shall be born entirely by the Bidder whether or not any Contract is awarded.

### **9.6 Errors in City Bid Request**

The information contained in the Bid Request is reasonably accurate to the best of the City's knowledge at the time of issuance. However, the City does not guarantee the correctness of information provided in the Bid Request and shall not be held liable or accountable for any error or omission, which may be identified at any time.

## **9.7 Freedom of Information & Protection of Privacy**

MFIPPA applies to all Bids submitted to the City. Each Bidder should identify any specific portions of their Bid that in their opinion contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and that will cause harm if disclosed. However, the City cannot give any assurance that such information will not be disclosed. The City may be required to make disclosure by operation of MFIPPA. It is standard City practice to conduct Bid Requests as transparently as possible and to disclose price-related information.

## **9.8 Indemnities**

In no event shall the City indemnify or be liable to a Bidder or its officers, employees, agents, representatives, successors or assigns in respect of any cost, action, suit, liability, claim, demand, loss, damage or expense whatsoever resulting or arising from or in any way incidental to this Bid Request or resultant contract.

## **10.0 CITY'S RESERVED RIGHTS**

**10.1** The City, without liability, cost or penalty, and in its sole discretion, may disqualify any Bid in any of the following circumstances:

- a) the Bid contains incorrect information;
- b) the Bid is unbalanced;
- c) the Bid is conditional or obscure;
- d) the references submitted by the Bidder are deemed unacceptable by the City;
- e) the Bidder has engaged in unacceptable Bidder practices such as bid-rigging or bribery;
- f) the Bid contains false or misleading information or a misrepresentation;
- g) there is evidence that the Bidder, its employees, or agents colluded with another Bidder or any of its employees or agents in the preparation of the Bid;
- h) the Bidder fails to co-operate with the City's attempts to seek clarification or verification of information contained in a Bid;

- i) the Bidder submits a Bid that the City determines to be non-compliant with the Bid Request's requirements;
- j) the Bidder reveals a conflict of interest in its Bid or a conflict of interest involving the Bidder is brought to the attention of the City; or
- k) the Bidder extends, in any manner, to any staff or other representative of the City, directly or indirectly, any type of inappropriate influence, or action, or activity that, in the view of the City, is intended to alter the outcome of the Bid Request process.

**10.2** The City shall have the right, in its sole discretion, to cancel the Bid Request, at any time, either before or after the Closing Date and Time and without any obligation to make any Award of contract. If the City elects to cancel the Bid Request, the City may thereafter, in its sole discretion, take any action including, but not limited to, the following:

- a) proceed with another procurement request including, but not limited to, a single source procurement request, or
- b) do nothing with regard to the work and/or services that are the subject of the Bid Request, or
- c) take any other action or approach in respect of the work and/or services that are the subject of the Bid Request;
- d) The City shall not be obligated to provide reasons for any such cancellation or any subsequent action or inaction.

**10.3** The City further reserves the right, in its sole discretion, to:

- a) reject any Bid, including the lowest-priced Bid;
- b) reject any Bid if the City, in its sole discretion, considers the Bid price to be so unreasonably low that the work and/or services cannot be performed satisfactorily at the Bid price;
- c) request any Bidder to provide written clarification of its Bid and to submit supplementary written information in relation to the clarification request. The City shall be entitled to incorporate the Bidder's response to such request for clarification into the Bidder's Bid;

- d) waive any informalities, minor irregularities, errors or other anomalies in a Bid and/or waive any informalities or irregularities in the City's bidding procedures described in the applicable instructions to Bidders;
- e) verify any information set out in any Bid with the Bidder submitting the Bid or with any third party, including, but not limited to, third parties the Bidder submits as references;
- f) award any resulting contract in whole or in part; or
- g) require a Bidder to replace any subcontractor named in its Bid if the City, in its sole discretion, deems the subcontractor to be unsatisfactory or unsuitable.

**10.4** Once the review and/or evaluation process is completed, the City may negotiate with the Selected Bidder any changes, amendments or modifications to its Bid or to the City's information if the Bid is above the City's approved budget for the specific procurement.

**10.5** Each Bidder acknowledges and agrees that the City, its representatives and agents shall have no liability to any Bidder whose Bid is not accepted. Without limiting the generality of the foregoing, each Bidder acknowledges and agrees in favour of the City as follows:

- a) the City, its representatives and agents, shall not be liable to any Bidder in contract, tort, restitution, or under any other legal theory for any claim, action, cost, loss, damage or liability whatsoever and howsoever arising from the procurement process, including but not limited to any act or omission by the City, its employees, representatives and agents, or the rejection of any or all bids or the selection of any Bidder for Award of contract; and
- b) the Bidder hereby absolutely and irrevocably releases the City, its employees, representatives or agents from any claim, action, cost, loss, damage or liability that such Bidder may incur or suffer whether in contract, tort, restitution, or under any other legal theory whatsoever and howsoever arising from the procurement process, including but not limited to any act or omission by the City, its employees, representatives and agents, or the rejection of any or all Bids or the selection of any Bidder for Award of contract.