THE CORPORATION OF THE TOWN OF COBOURG

BY-LAW NUMBER 016-2012

A BY-LAW TO ESTABLISH A PURCHASING POLICY FOR THE PROCUREMENT OF GOODS AND SERVICES FOR THE TOWN OF COBOURG.

WHEREAS pursuant to Section 270 (1) (3) of the Municipal Act, S.O. 2001 c.25 provides that a municipality shall adopt and maintain policies with respect to its procurement of goods and services.

NOW THEREFORE the Municipal Council of the Corporation of the Town of Cobourg enacts as follows:

1. This By-law shall be entitled the **"Purchasing Policy By-law".**

2. A policy shall be and is hereby established for the purchase of goods and services by the various departments of the Town, in accordance with Schedules "A" and "B" attached hereto. Said Schedules "A" and "B" shall be deemed to be a part of this by-law to the same extent and effect as if incorporated herein.

3. a) No purchases shall be made for personal items for members of Council appointed officers or employees of the Town except when authorized by Council.

   b) No purchases shall be made which are covered by the Municipal Conflict of Interest Act, without compliance with that Act.

   c) Any employee of the Town of Cobourg having a direct or indirect interest in a business, which sells goods or services to the Town of Cobourg, shall disclose that interest in accordance with the Town's Employee Code of Conduct.

4. If any section, clause or provision of this By-law, is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this By-law as a whole or any part thereof other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention of Council for the Town that all remaining sections, clauses or provisions of this By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof may have been declared invalid.

5. Any and all other by-laws or portions thereof or any resolutions of the Council of the Corporation of the Town of Cobourg which pertain to purchasing and are contrary hereto or inconsistent herewith, shall be and are hereby repealed.

6. That By-law No. 032-2006 is hereby repealed.

7. That this By-law shall take effect upon final passing hereof.

READ a first, second and third time and finally passed in Open Council this 19th day of March, 2012.

MAYOR

MUNICIPAL CLERK



COBOURG

THE CORPORATION OF THE TOWN OF COBOURG

PURCHASING POLICY

Adopted by Council March 19, 2012

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1. PURPOSE & DEFINITIONS

A) PURPOSE

The primary purpose, goals and objectives of this policy and of each of the methods of procurement authorized herein are:

i) To ensure openness, fairness, accountability and transparency in the procurement process while protecting the financial best interests of the Town;

ii) To obtain the best value for the Town when procuring Goods and Services, and Construction considering the total cost, quality, service, availability, and other matters relevant to the Town;

iii) To avoid conflicts between the interests of the Town and those of the Town's employees and members of Council;

iv) To minimize risk to the Town.

B) DEFINITIONS

In this policy,

"Addendum" means written notification of any change or clarification to the tender documents issued during the time between issuing the tender and the closing date. Furthermore, it means a document that describes additions, alterations, or removal, of the scope (or the terms) of a contract, mutually agreed upon by the parties to a contract.

"Agreement to bond" means a written guarantee in regards to fulfillment of a legal obligation;

"Award" means authorization to proceed with the purchase of Goods, Services and Construction from a chosen supplier;

"Bid" means an offer or submission from a supplier in response to a Request for Quotation, Tender, Request for Proposal, or Request for Price Agreement;

"Bidder" means any proponent, bidder, tender, or proposed supplier responding to any Bid;

"Bid Bond" means a guarantee that, if a bidding contractor is awarded a contract in response to a tender and then refuses to enter into the contract in accordance with the terms of the tender, the surety will pay the owner the price difference between the dishonoured bid and the next lowest bid up to the penalty limit of the bond.

"Bid Deposit" means a financial guarantee to ensure the successful bidder will enter into an agreement;

"**Bid Solicitation**" means a formal request for bids that may be in the form of a Request for Quotation, Request for Qualifications, Request for Tender, Request for Proposal, or Request for Price Agreement;

"Change Order" means a charge for work not included in a contractor's scope of work;

"Chief Administrative Officer" means the Town's appointed Chief Administrative Officer, or designate;

"Clerk" means the Town's appointed Municipal Clerk or designate;

"**Conflict of Interest**" means a situation where a personal or business interest of a Councillor, officer or employee of the Town, or a member of their immediate family, is in conflict with the best interests of the Town, and includes:

a) the giving or receiving of a direct or indirect personal gain or benefit, or a direct or indirect advantage or privilege, by any business or individual that provides advice, Goods, Services or Construction to the Town or a family member of such business that provides Goods, Services or Construction;

(b) employment by the Town; and

(c) a direct or indirect pecuniary interest in any business that provides Goods, Services or Construction to the Town;

"**Contract**" means a binding agreement between two or more parties that creates an obligation to do or provide a particular thing or Service;

"**Council**" means the Council of the Town;

"**Department**" means any department of the Town, the operation of which a Division Director is responsible for;

"Division Director" means the position appointed as head of a Town Department;

"**Expression of Interest**" means a written detailed proposal submitted in response to a Request for Expression of Interest;

"Emergency" means a situation where the immediate purchase of goods and/or Services is essential to prevent a threat to health, welfare, safety of people, or any further damage to property, or to restore, or prevent serious delays in the delivery or restoration of, Services;

"Evaluation Committee" is the body which will evaluate the tender submissions and make recommendation as to the appropriateness of bid or quality of tender submission before a commitment or award of contract;

"**Fair Market Value**" means the price that would be paid, in an open and unrestricted market, by a knowledgeable and willing purchaser to a knowledgeable and willing vendor, both of whom are dealing at arm's length, are fully informed and are not under any compulsion to transact with one another;

"**Goods**" means moveable property including,

(a) the costs of installing, operating, maintaining or manufacturing such moveable property, and

(b) raw materials, products, supplies, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a Construction Contract;

"**Holdback**" means an amount withheld under the terms of a Contract to be used as security for the completion or performance of the Contract, and to avoid overpayment in relation to the progress of work;

"**Highest Scoring Bid**" means the Bid that would provide the Town with the desired Goods, Services and Construction at the optimal value, considering all parameters relevant to the Bid and having the highest score using the evaluation criteria determined by the Town;

"**Immediate relative**" means the following for the purpose of this by-law:
Parent: any person who is the parent, step parent, foster parent or legal guardian;
Child: a person who is the biological child, stepchild, adopted child, foster child and whom the parent has demonstrated a settled intention to treat as a child in his/her family.
Spouse: the person to whom a person is married or with whom the person is living in a common law relationship, including same-sex partners; and includes but is not limited to extended family as follows:

(i) Employee's grandchild;

(ii) Employee's brothers and sisters and/or brother in-law or sister in-law (spouse)/(partner),

(iii) grandparent;

(iv) Employee's Parent-in-law (including common-law partner) if declared as such;

(vii) Any relative residing permanently with an employee.

"Indirect Pecuniary Interest" means any a situation where the applicable person or his or her nominee,

(i) is a shareholder in, or a director or senior officer of, a corporation that does not offer its securities to the public,

(ii) has a controlling interest in or is a director or senior officer of, a corporation that offers its securities to the public, or

(iii) is a member of a body, that has a pecuniary interest in the matter; or

(iv) the applicable person is a partner of a person or is in the employment of a person or body that has a pecuniary interest in the matter.

"Labour and Material Payment Bonds" means to provide for payment of the bounded principal's subcontractors;

"Mandatory Site Meeting" means a meeting called when it is essential that bidders are present to observe conditions of the work or project where the information provided is significant. If stated in the tender that you must attend, bidders should be advised that failure to attend results in bidder not being able to bid on the contract. Where mandatory site meetings are specified, Addenda will be sent only to bidders who were present at the pre-bid site meeting.

"**Municipality**" means the geographic limits of the Town of Cobourg;

"**Payment Security**" means the form of security required by the terms and conditions of Bid Solicitation documentation to guarantee the payment of labour and materials to be supplied in connection with a Contract, which may include a labour and materials bond;

"Performance Bonds" means a guarantee that the contractor that has entered into a construction contract will perform all of its obligations under the contract;

"**Performance Security**" means the form of security required by the terms and conditions of Bid Solicitation documentation to guarantee the faithful performance of the Contract by a supplier, which may include a performance bond or performance security;

"**Price Agreement**" means an agreement between the Town and the supplier of a Good, Service or Construction arrived at following a competitive tender or proposal process, whereby the supplier commits to the Town to provide Goods, Services or Construction, as and when needed by the Town, at a pre-determined price, for a pre-determined period of time, upon pre-determined terms and conditions;

"**Pre-qualification Submission**" means a detailed written proposal submitted in response to a Request for Pre-qualification but which does not create any contractual obligation between the party submitting the Pre-qualification

Submission and the Town, but which may be a pre-condition to further procurement Contracts with the Town;

"**Progress Payment**" means a payment made under the terms of a Contract after the performance of the part of the Contract in respect of which payment is made but before the performance of the whole contract;

"**Proposal**" means an offer submitted in response to a Request for Proposal, acceptance of which may be subject to further negotiation;

"**Purchase**" means to acquire Goods, Services or Construction by purchase, rental, lease or trade;

"**Purchase Order**" means a written order to a supplier formally stating all terms and conditions for the purchase of Goods, Services or Construction or a written acceptance of an offer received in accordance with this policy;

"**Quotation**" means a binding offer submitted in response to a Request for Quotation;

"**Request for Expressions of Interest**" means a request made by the Town to the market place for the purposes of compiling a list of persons or Towns who may be interested in providing Goods, Services or Construction to the Town from time to time;

"**Request for Pre-qualification**" means a request for the detailed submission of the experience, financial strength, education, background and personnel of persons, firms or Towns who may, from time to time, qualify to supply Goods, Services and Construction for the Town;

"**Request for Price Agreement**" means a request for the submission of a Tender or Proposal to enter into a Price Agreement with the Town;

"**Request for Proposal**" means a request for proposals which may or may not result in further negotiation, or the creation of Contractual obligations between the parties, depending on the terms of the Request for Proposal;

"**Request for Quotation**" means a request for Quotations for the provisions of Goods, Services or Construction to the Town;

"Restricted Parties" includes any person who would be defined to be in a conflict of interest under the provisions of the *Municipal Act*, *Municipal Conflict of Interest Act* or any other applicable legislation and any parties who have had direct, recent or current involvement in any selection process in respect of the purchase in question.

"**Service**" means a service requiring the skills of a professional for a defined service and includes but is not limited to architects, engineers, designers,

surveyors, planners, accountants, auditors, management professionals, marketing professions, software and information technology experts, financial consultants, lawyers, law firms, real estate agents and brokers, planners, environmental planners and engineers, hydro geologists, transportation planners and engineers, communications consultants and any other consulting of by the professional services which may be required by the Town;

"Single Source" means the procurement of a good or service from a particular vendor rather than through the solicitation of bids from other vendors who can provide the same item;

"Sole Source" means the procurement of a good or service that is unique to a particular vendor and cannot be obtained from another source;

"**Substantive Objection**" means a written objection provided to the Division Director by an interested party giving specific reasons for the objection, which after legal review, is determined not to be trivial, unsubstantiated, or vexatious;

"**Successful Bid**" means the Bid that would provide the Town with the best product or Service as measured by the evaluation criteria and which is compliant;

"**Tender**" means a written detailed offer from a vendor or Service provider, to supply Goods, Services or Construction to the Town;

"Tender Form" means a document issued to a supplier during the tender process. Each Tender Form helps the team to collect information about potential suppliers so that they can evaluate Suppliers, Services or Construction to the Town. The form provides details for request for supply of materials and service. As each Tender Form is released to the suppliers, the progress is tracked in the Tender Register;

"Tender Opening" means the opening, recording and checking of bids by the designated official in a public forum;

"Tender Registry" means a system of managing the tender forms. Every time a new supplier is appointed, one or more Tender Forms are created. They help to keep the process open and visible, as well as document that the Tender Process was run fairly;

"**Town**" means The Corporation of the Town of Cobourg.

2. GENERAL PROVISIONS

2.1) The policies and procedures prescribed in this policy, including all of the purposes, goals and objectives of section 1 hereof, shall be followed for the procurement of all Goods and Services and for the awarding of any Construction or Service Contract by the Town or any of its officers, servants and employees.

2.2) Green Policy:
All staff directly involved with making acquisitions on behalf of the Town shall whenever possible, practical, economical and in the best interests of the Town, ensure that acquisitions are made in order to provide for expanded use of environmentally friendly products and services, and also products that contain post-consumer recyclable waste and/or recyclable content to the maximum level allowable, without specifically affecting the intended use or performance of the product or service. It is recognized that in carrying out this policy, those responsible will commit to actions designed to conserve and protect the environment while complying with policies, financial controls, and conflicts of interest.

2.3) This policy shall not apply to those procurement processes enumerated in Section "C".

2.4) Total Project Cost. Where this policy prescribes financial limits on purchases that may be Awarded, or provides for financial limits on purchases required to be reported to Council, for the purpose of determining whether a purchase falls within these prescribed limits, the purchase amount shall be the sum of all costs to be paid to the supplier for that purchase plus all taxes and less any rebates.

3. ETHICS & RESTRICTIONS

3.1) No Contract for Goods, Services or Construction may be divided into two or more parts to avoid the application of the provisions of this policy.

3.2) The Town will ensure full compliance on the part of contractors and subcontractors engaged in construction work for the Town with respect to trade certification and all matters pertaining to occupational health and worker safety.

3.3) Unless properly tracked, approved by the appropriate Department Manager and not exceeding $1,000.00, no personal purchases shall be made by the Town for members of Council or any appointed member of a local board or commission or for Town employees or their immediate families unless properly tracked and approved by the CAO.

3.4) An employee who has the responsibility of declaring Goods surplus, members of their immediate family, or member of Council, shall not bid or personally obtain any Goods that that employee has declared as surplus.

3.5) No employee of the Town may bid on any of the Town's goods that are sent to public auction.

3.6) No employee or Council member shall purchase, on behalf of the Town, any Goods, Services or Construction, except in accordance with this Policy.

3.7) Restricted Parties are not eligible to participate as an employee, advisor, consultant, investor, member, shareholder, director, officer, or in any other capacity with any Bidder, proponent, or proposed supplier of Goods and/or Services under any Bid. The Town may, in its sole discretion, disqualify any Bidder who uses a Restricted Party as part of any Bid, or affiliated with the Bidder.

3.8) No Councillor, officer or employee or member of an employee's family of the Town shall accept, directly or indirectly, from any person, company, firm or Town to which any purchase order or contract is, or might be awarded, any rebate or gift or money, except:

a. gifts of a very small intrinsic value not over the value of $100.00;

b. gifts given for the use and benefit of the Town;

c. moderate hospitality during the normal course of business that would not significantly exceed what the Town, through the employee's expense account, would likely provide in return and would not be perceived by others as influencing the making of a business decision.

3.9) All Councilors shall declare any Conflict of Interest to the Mayor and officers and employees of the Town shall declare any Conflict of Interest to the Chief Administrative Officer and such persons shall refrain from participating in the procurement process to which the Conflict of Interest relates.

3.10) All procurement undertaken by the Town shall be undertaken in accordance with the Town's code of conduct, policies and procedures manual and in accordance with the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50.

3.11) Where an applicable national or international trade agreement is in conflict with this policy, the trade agreement shall take precedence.

3.12) Where applicable, each of the procurement procedures set out in this policy shall be undertaken in compliance with the following steps:

a. The scope of the Goods, Services and Construction shall be clearly and extensively defined by the Bid Solicitation documentation;

b. The form of Bid Solicitation documentation shall be, to the extent possible, standardized using common forms and processes.

4. AUTHORITY AND DOLLAR THRESHOLDS

4.1) For the purpose of the relationship of price to the pre-authorized expenditure limit, sales taxes, excise taxes, goods and services taxes and duties shall be excluded for the supply of goods or services. The splitting of a project or orders to avoid open competition requirements is prohibited.

4.2) In the case of a multi-year supply and/or service contract, the pre-authorized expenditure limit shall refer to the estimated annual expenditure under the contract.

4.3) For purchases up to $5,000.00, comparison pricing should be done where practical. The supplier shall be selected upon terms and conditions as determined by the Division Director or their designate in their sole discretion. The manager shall have authority to approve purchases up to $1,000.00, and the Division Director shall have authority to approve purchases up to $5,000.00.

4.4) For purchases between $5,001.00 and $50,000.00 three (3) formal written quotes shall be obtained, unless otherwise directed by CAO. Quotations will be obtained using a form created specifically for that purpose outlining specifications and requirements so that there is no question that each vendor is provided with the same information for the purpose of submitting a bid for consideration. The supplier, who in the opinion of the Division Director or their designate offers the product or service in compliance to established evaluation criteria including best price will be selected. A copy of all written quotations obtained shall accompany the staff report outlining the process and providing a detailed report and recommendation when submitted to the CAO and Director of Finance. **If obtaining three (3) quotes was not possible, then a Purchaser Order may still be issued but a written explanation shall accompany the staff report. If a vendor other than the lowest price is selected, a written explanation shall accompany the Purchase Order.** The CAO shall have authority to approve purchases up to $50,000.00.

4.5) For purchases in excess of $50,000.00 a formal competitive bid process shall be used, unless considered single or sole source procurement. Competitive bids may be issued in conjunction with pre-qualification. Sealed bids shall be obtained using one of the processes described in "Section B" under "Calling of Competitive Bids". In the event that a project has direct relevance to a previous project, it must be determined if the previous supplier has a clear advantage in bidding on the next phase. The Division Director in consultation with the CAO may declare that a formal competition is not appropriate, and they would proceed under the terms of a "single" source project. Purchases of $50,000.00 or greater shall be submitted to Council for approval.

4.6) Notwithstanding the provisions of Section 5 & 6 hereof, where an Emergency occurs in the opinion of the Division Director or their designate, the following provisions shall apply:

a. The appropriate Division Director shall determine the most feasible acquisition process to secure the lowest price obtainable for the Goods and/or Services required and:

b. For purchases of Goods or Services with the estimated total acquisition cost not exceeding $5,000.00 the appropriate Division Director shall have authorization to proceed as deemed appropriate and shall record on the applicable receipts and/or invoices for emergency purchase the nature of the emergency; for purchases of Goods or Services with the estimated total acquisition cost exceeding $5,000.00 but less than $50,000.00, the appropriate Division Director shall obtain the approval of the CAO or his/her designate; and for purchases of Goods or Services with the estimated total acquisition cost exceeding $50,000.00 shall be submitted to Council for approval.

c. For purchases with an estimated total cost of over $50,000.00, reports to Council should include contingency cost assessment with risk analysis. If the cost of changes during the project are within the contingency and less than 10% of the original estimated total cost, it shall be submitted to the CAO for approval, but if additional funds are required above this amount, it shall be submitted to Council for approval.

In any event, the appropriate Division Director shall, as soon as possible, submit a written report concerning the emergency purchase to CAO. Such report shall contain the nature of the emergency, the necessity of action taken, and recommendation on how such an emergency will be prevented in the future.

4.7) Where a quotation exceeds, but was not anticipated to exceed $50,000.00 for which no tender process was commenced an alternate process will take effect. The purchase of Goods or Services will either go to tender or will be presented to Council for approval, if recommended by the evaluation committee.

5. PREQUALIFICATION

5.1) Request for Pre-qualification is a procurement process used to pre-qualify vendors for subsequent participation in the competitive bid process. Responses from proponents are evaluated against selection criteria, both qualitative and technical, set out in the solicitation, and a list of pre-qualified proponents is generated. The information collected in this process may be used to "short list" potential bidders for supplying goods or services where the timeframe is tight or in the best judgment of the Division Director or their designate deems it in the best interest of the Town to do so. The information collected will be kept on file by the Manager of the specific related Department for which the pre-qualified vendor is orientated.

5.2) The Evaluation Committee has delegated authority to select a minimum of three (3) vendors from this list for invitation in a competitive bid process. When in the opinion of the Evaluation Committee there are less than three qualified vendors, a report will be written detailing the circumstances of that decision and less than three (3) vendors may be contacted with the approval of Council.

5.3) Vendors not participating in the pre-qualification process will be ineligible to compete for contracts to supply goods or services where a prequalification has been performed.

5.4) Selection and evaluation criteria, both qualitative and technical, will be used in determining which of the pre-qualified components is actually awarded any contract or proposal, notwithstanding pre-qualification.

6. NON COMPETITVE PURCHASES

6.1) When a Division Director intends to select a supplier to provide goods or pursuant to this section, a written report indicating the compelling rationale that warrants a non-competitive selection will be submitted by the Department to the Treasurer and CAO and where the purchase exceeds $50,000 to the Council for approval prior to soliciting/seeking quotations.

6.2) SINGLE Sourcing – The procurement of a good or service from a particular vendor rather than through the solicitation of bids from other vendors who can provide the same item. The user department must provide suitable justification for requesting a single source.

6.3) SOLE Sourcing – The procurement of a good or service that is unique to a particular vendor and cannot be obtained from another source. Attach supporting documentation from the manufacturer to support the fact that a particular item cannot be obtained from another source.

Purchases from a single source may be considered where one or more of the following apply:

a) Due to market conditions goods are in short supply.
b) There is only one source of supply for the goods or service
c) The compatibility of a purchase with existing equipment, facilities or services is of paramount consideration and that purchase must be made from a sole source.
d) An item or service is purchased for testing or trial use.
e) A product is leased or rented by the Town with or without a credit purchase option, and such purchase option would be beneficial to the Town.
f) The consideration for a purchase is to be paid by a third party and that third party agrees to or designates the contractor.
g) A situation creates immediate and serious need, which may not be reasonably met by any other procedure.
h) Lack of supplies or services may adversely affect the functioning of the Town, threaten public or private property or the environment, or jeopardize the health or safety of the public.
i) It is necessary to arrange interim contractual arrangements following the expiration or breach of a contract, or the receipt of unacceptable or non-competitive bids.
j) When no bids were received in a competitive process
k) When the required item is covered by an exclusive right such as a patent, copyright or exclusion license
l) Where supplies are offered for sale by tender, auction or negotiation, such purchase shall be deemed to be a sole source purchase.

IF ANY OF THE ABOVE CONDITIONS EXIST, THE REASON SHALL BE STATED AND NOTATION ATTACHED TO THE PURCHASE ORDER SUBMITTED TO THE CAO. Failure to do so will result in rejection of the Purchase Order until such time as required documentation is provided.

7. CO-OPERATIVE PURCHASING

7.1) The Town may participate with other government agencies or public authorities in Co-operative Purchasing where it is in the best interest of the Town to do so. In this event, the purchasing policy & procedures of the lead agency shall prevail.

8. BRAND NAMES

8.1) Any manufacturer's names, trade names, brand names or catalogue numbers mentioned are for the purpose of establishing and describing general performance and quality levels, unless specified otherwise. Such references are not intended to be restrictive and bids are invited on approved generic no-name equals and comparable equipment of any manufacturer. However, if a product other than the one specified is bid, it is the bidder's responsibility to name such product and prove to the Town that said product is equal to the specifications, and to submit brochures, samples and or specifications in detail on the item(s) bid upon request. The Town shall be the sole judge concerning the merits of bids submitted.

9. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

9.1) Pursuant to the *Accessibility for Ontarians with Disabilities Act*, 2005, (the "Act") Council has adopted a plan that focuses on accessibility issues and the development of strategic actions to remove (where possible) and prevent barriers to access for people with disabilities. All competitive bids will incorporate measures to ensure that customer service is available to everyone, including persons with disabilities, in compliance with the Act or any successor or replacement legislation.

10. ACCESS TO INFORMATION

10.1) The disclosure of information received relevant to the issue of Bid solicitations or the Award of Contracts emanating from Bid Solicitations shall be made by the appropriate officers in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, as amended.

10.2) Contents of tender documents and requests for proposals, with the exception of the information read publicly at the tender opening and reported to Council, shall be treated as confidential and protected to the extent permitted by law.

1. CALLING OF COMPETITIVE BIDS – for purchases of $50, 000 or higher

   a. Advertisements should appear in the press at least once, and allow for a minimum of fifteen (15) calendar days between the first day of advertising and the closing date. Placement of advertisements will be the responsibility of the Town of Cobourg. Placement of the advertisement on the Town's website may be considered day one of the required 15 day notification period.

   b. The use of a standard form of Bid documentation is allowed and encouraged.

2. BID DOCUMENTS

   2.1 The bid document shall be prepared by the Division Director in conjunction with project specific information supplied by the Division Director or their designate. All competitive bid packages must be approved by the Division Director or their designate prior to release to the public. The Department Manager or designate issuing Tender will maintain all bid documents and generate a list by means of a Tender Registry Form to record all tender bids to allow for notice to be given of further addendum.

   2.2 All bid documents will clearly define any pre-qualification system if used and any evaluation or scoring system to be used.

   2.3 Bid documents prepared by outside sources, i.e. Consultants, must be reviewed by the Division Director or their designate for compliance with the Town's Policies and Procedures, before release to the public. The Department Manager or their designate will be responsible for document distribution of all bid documents.

   2.4 Appropriate levels of Insurance coverage for each project will be determined on an individual basis, which shall be based on the guidelines set out in Section "D" to this Policy.

   2.5 Anyone downloading a document and wishing to submit a bid must ensure that they have registered with the Department Manager issuing tender or their designate. The original paper bid document issued by the Division Director or their designate shall be understood to be the master document in case of all disputes or questions regarding the exact wording of the bid document. In the event of any disputes regarding wording differences in the signed contract and the originally issued bid document on file Department Manager issuing tender the originally issued bid document will prevail.

2.6 All notices of Tenders or Requests for Proposals must be submitted to the Municipal Clerk on the prescribed notification form as attached to ensure notification is circulated to the appropriate persons, room is booked for openings and tender report forms are prepared by the Clerk's Office.

2.7 In general, notices should be placed on the Municipal Website, Local newspaper awarded the Municipal advertising tender and if required and/or recommended by the Director on Bid-n-Go, Daily Commercial News or other relative publication.

2.8 In regards to a change order,

(a) Director or designate, Clerk or designate, Treasurer and contractor must receive a copy;
(b) Clerk's copy must be signed and sealed.

2.9 Final signed and approved documents must remain with the Clerk for the municipal record.

3. HEALTH AND SAFETY

3.1 Prior to release of a bid document, all health and safety considerations shall be addressed.

3.2 Contractors providing Goods and Services to the Town must comply with and be held accountable for meeting the requirements of the *Occupational Health and Safety Act*.

3.3 The Town's Health & Safety Policy requirements must be abided by as a condition of tender, and will be included as part of each bid package.

3.4 In existing buildings or demolition projects where known friable materials containing asbestos are present in area of Work, workers must be properly trained in and conform to Regulation respecting Asbestos on Construction Projects and in Buildings and Repair Operations, made under *Occupational Health and Safety Act*, Ontario Regulation as amended.

4. PROVINCIAL REQUIREMENTS

The successful candidate will be required to show proof of registration with the WSIB before the final awarding of the contract takes place.

5. PROOF OF CERTIFICATION

The Town reserves the right to collect any other proof of licensing or certification as deemed necessary.

6. ADDENDA

6.1 When it becomes necessary to revise, delete, substitute or add to the bid documents after release, the Department Manager issuing tender will issue an addendum.

6.2 A copy of each addendum shall be forwarded by fax and/or email, by the Department Manager issuing tender or their designate, to all persons registered on the distribution list, and a copy shall be attached to all undistributed bid documents. Addendum sent by fax is accompanied by a "Verification of Receipt" document to be returned promptly by fax to the Department Manager issuing tender or by another method so as to positively acknowledge receipt. The intent of this section is to ensure that there is positive proof of receipt.

6.3 All addenda shall be posted to the Town website in addition to circulation on bid registry. Those who have downloaded the document will be responsible to check the website for addendum prior to submitting their bid.

6.4 Bidders should also acknowledge addendum in the body of the bid document in the space provided.

6.5 If the addendum is prepared too late to guarantee sufficient notification prior to the closing time, in addition to faxing the addendum, each prospective bidder shall be contacted by the Department Manager issuing tender, to advise of the addendum and the closing date must be extended a minimum of 2 business days. No addendum will be issued 2 business days before closing.

6.6 The Tenderer shall ensure that all addenda issued during the tendering period are attached as part of the submitted bid. Failure to do so will result in disqualification of the bid.

7. RETURN RECEIPT OF COMPETITIVE BID DOCUMENTS

7.1 All tender bids will be issued from and received at the office of the Municipal Clerk located at the Main Floor of Victoria Hall, 55 King Street West, Cobourg, Ontario K9A 2M2, using the appropriate label or envelope as provided in bid package.

7.2 When a tender bid is received, the envelope shall be date and time stamped in accordance with the clock located in the reception area. The person receiving the document on behalf of the Town will initial in the appropriate area and ensure that the document remains confidential and is directed to the Municipal Clerk immediately.

7.3 The Municipal Clerk shall keep all bids received in a safe and secure location until bid opening.

7.5 Bids will not be unsealed until the official opening date and time.

7.6 The number of bids received and the names of bidders are confidential, and shall not be divulged prior to the opening.

7.7 Late bids (those received after the tender has closed) shall be date and time stamped and initialed by the receiver and bidder/delivery person where possible or witnessed. The bid shall then be returned to the bidder unopened. Those bids returned by mail must be accompanied by a covering letter stating that the bid could not be accepted due to late arrival. The return of late bids will be the responsibility of the Municipal Clerk.

8. TYPES OF FORMAL PROCESSES

8.1 Request for Proposal (RFP) – the goal of which is to implement an effective, objective, fair, open, transparent, accountable and efficient 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 or where negotiations are anticipated with the successful proposal on the scope of the project before or after award. Award is based on the proposal that earns the highest score and meets the requirements specified in the competition based on qualitative, technical and pricing considerations.

8.2 Request for Tender (RFT)– the goal of which is to implement an effective, objective, fair, open, transparent, accountable and efficient process for obtaining competitive bids based on precisely defined requirements for which a clear or single solution exists. Recommendation for award is based on the bid that meets the requirements specified in the bid documents.

8.3 Request for Expression of Interest (RFI) – a focused market research tool used to determine vendor interest in a proposed procurement. It may be issued simultaneously with a Request for Qualifications when the proposed procurement is well defined and the purchaser has clear expectations for the procurement.

8.4 Request for Information – is used prior to issuing a competitive document as a general market research tool to determine what products and services are available, scope out business requirements, and/or estimate project costs.

9. GUARANTEES OF CONTRACT EXECUTION AND PERFORMANCE

9.1 The Division Director or their designate, and/or the Department Manager issuing tender may require that a bid be accompanied by a Bid Deposit to guarantee entry into a contract.

9.2 Generally, all contracts estimated in excess of one hundred thousand ($100,000.) require some form of security.

9.3 In addition to the security referred to in (9.1) the successful supplier shall, unless under an exemption approved by the CAO before issuance of the tender, be required to provide:

i. a Performance Bond to guarantee the faithful performance of the contract;
ii. a Labour & Material Bond to guarantee the payment for labour and materials to be supplied in connection with the contract and/or;
iii. a irrevocable letter of credit or certified cheque, in addition to or in lieu of subsections 9.3(i) or 9.3(ii).

Provided that only an agreement to deliver such security is required when the bid is submitted, and the actual security shall be delivered at the time an agreement is executed.

9.4 The Division Director or their designate and the Department Manager issuing tender shall select the appropriate means to guarantee execution of and performance of the contract. Means may include one or more of, but are not limited to, financial bonds or other forms of security deposits, provisions for liquidated damages, progress payments and holdbacks.

9.6 The Director of Finance or his/her designate is responsible to hold all securities in safekeeping. Deposits shall be refunded, without interest, and securities shall be returned upon successful completion of the contract.

9.7 Following the tender opening, the Department Manager issuing tender or their designate shall return any tenders and deposit cheques that were withdrawn during the opening to the bidder by regular mail or by personal delivery, unless otherwise stated. The Division Director or his/her designate may at their discretion choose to keep sufficient deposits to ensure a successful outcome of the process, ie. the certification Bid Bond of second lowest bidder shall be held until the successful bidder provides bonding.
If a tender and deposit cheque is returned by hand, the bidder must sign a letter acknowledging receipt.

10. PARTICIPATION IN THE TENDER PROCESS

10.1 The integrity of the process is of the utmost importance.

10.2 Inquiries and/or clarifications will be accepted ONLY in writing through the Municipal Clerk or designate within the timelines as identified in the bid document.

10.3 Responses will be provided in the form of addendum through the Department Manager issuing tender to all people listed on the Registry.

10.4 No verbal interpretation will be effective to modify any component of the tender or any contract.

10.5 Lobbying of staff or politicians are unacceptable. In order to ensure fairness to all Proponents, the Town must endeavor to prevent unfair advantage created by lobbying. Therefore, the Town reserves the right to disqualify, at any time and at its sole discretion, any Proponent engaging in lobbying in connection with a competitive process between the date the document is issued and the signing of a contract between the Town and the successful Proponent(s). Lobbying may include any activity that the Town, at its sole discretion determines has or may give an unfair advantage to one Proponent relative to other Proponents. Without limiting the foregoing, lobbying may include:

- Verbal or written approached to any Town staff other than those identified as contacts in the document.
- Verbal or written approaches to any Council member.
- Verbal or written approaches to the Ministry of Municipal Affairs and Housing, Minister of Municipal Affairs and Housing, or Members of Provincial Parliament.
- Verbal or written approaches to any expert or other advisor assisting the Evaluation and Selection Committee.
- Verbal or written approaches to any member of an Evaluation or Selection Committee.
- Requests by the Proponent to any organization or group for a letter of support or to provide verbal expression of support to any member of the Evaluation and Selection Team or Council.
- Verbal or written communication with media organizations regarding the project.

11. EXCLUSION OF BIDDERS IN LITIGATION

11.1 The Town may, in its absolute discretion, reject a Tender or Proposal submitted by the bidder if the bidder, or any officer or director of the bidder is or has been engaged, either directly or indirectly through another Town, in a legal action or other dispute with the Town, its elected or appointed officers and employees in relation to:

i. any other contract or services; or

ii any matter arising from the Town's exercising of its powers, duties, or functions.

11.2 In determining whether or not to reject a quotation, tender or proposal under this clause, the Town will consider whether the litigation or dispute is likely to affect the bidder's ability to work with the Town, its consultants and representatives, and whether the Town's' experience with the bidder indicates that the Town is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder.

12. EXCLUSION OF BIDDERS DUE TO PAST POOR PERFORMANCE

12.1 The Town may, at its sole discretion, reject a bid from a Bidder if:

(a) The Bidder has not performed works as documented for previous Contracts in compliance with the Contract documents;

(b) The Bidder has previously provided Goods and/or Services in an unsatisfactory manner;

(c) The Bidder failed to satisfy and outstanding debt/obligation to the Town;

(d) The Town determines that the Bidder does not have sufficient experience in the supply of the Goods and/or Services

12.2 Past experience, including poor past performance may be a factor in awarding contracts. The Town reserves the right to disqualify parties whose past performance was unsatisfactory. The party will be notified in writing should their tender bid be rejected for past poor/non performance.

12.3 The CAO reserves the right to impose time limits on the length of exclusion in the tender process, and further requirements/securities for future endeavors with said company.

13. WITHDRAWAL OF BIDS

13.1 Request for withdrawal of bid will be made in writing, shall contain a proper letterhead and be signed by an individual with signing authority.

13.2 Withdrawal requests received after the tender closing will not be allowed.

14. ONLY ONE BID RECEIVED

14.1 In the event that only one bid is received in response to a competitive bid, the deadline for submission of tenders will be automatically extended for two additional weeks to attempt to obtain additional tender submissions or the bidder will be given the option to take the bid back. The Division Director or their designate will determine whether or not to proceed with the opening. If in their opinion, using criteria based on the number of bids which might reasonably be expected on a given type of project, additional bids could be secured, the bid may be returned unopened and the bidder advised that the Town may be recalling the tender at a later date.

14.2 In the event that only one bid is received and a two week extension allotted in response to a competitive bid call was unfruitful, the tender may be sent to Council to request opening.

14.3 Once the sole opening the bid is approved to be opened by Council it will be evaluated.

14.4. If after evaluation, the bid is found to be unacceptable, they may follow the procedures to cancel the tender.

15. BID OPENING

15.1 Bid openings shall take place as soon as practical after the closing time. The information disclosed at the public opening is determined by the type of procurement process used.

15.2 At the closing of a Request for Tender, the names of respondents submitting bids and total bid amounts will be announced, however, no other information will be released at that time. Where sub-totals are required, they may also be read out at the option of the Town but line by line pricing will not be made public.

15.3 At the closing of a Request for Proposal, only the names of those submitting proposals will be released. No further information is made available until such time as a complete comprehensive evaluation has been performed by the evaluation committee and a final ranking determined, and then only such information as the Town determines in its sole discretion could be released.

15.4 Mandatory attendance requirement at the tender opening shall be: The Division Director or designate, Municipal Clerk or designate, Treasurer or designate and a Council representative.

15.5 It is the responsibility of the Municipal Clerk or designate to arrange attendance of the appropriate representatives and to send a memorandum

to advise of the meeting date and location. Confirmation from these individuals is required.

15.6 When two or more tenders for different items are to be opened at the same time, they will be opened in numerical order.

15.7 When all submissions for a contract have been read out and the Municipal Clerk or his/her designate and the Department Manger issuing tender has recorded the information, he/she shall close off the Record of Tenders Opened by drawing a diagonal line in the unused spaces under the information listed and then sign the form.

16. PRELIMINARY CHECKING OF TENDERS/PROPOSALS

16.1 The initial bid and tender report form will be opened by the issuer of the tender, recorded by the Clerk, and initialed by both parties. If a bid is late it shall be returned un-opened or, if it contains irregularities, the bid shall be dealt with in accordance with Schedule "E" attached to this Policy.

16.2 Subject to 16.1, if there is an error or incomplete material on any other portion of the bid, then the decision as to whether or not to accept or reject the submission shall be at the discretion of the Division Director or his/her designate That decision will be based upon the following considerations:

i. Is the intention of the bidder clear?
ii. Has the bidder made a conscientious attempt to comply with the bid requirements?
iii. Is it fair to all bidders to accept the tender or has the bidder gained an unfair advantage?

16.3 If the amount bid for a unit price item does not agree with the extension of the estimated quantity and the bid unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.

16.4 As part of opening, (section 16), bidding infractions shall be noted on the Record of Tenders Opened. This notation must clearly state the reason the bid is noted as incomplete or rejected.

16.5 Photocopies of all acceptable submissions will be forwarded to the Division Director or his/her designate for further consideration by the Evaluation Committee. Original documents will remain in the possession of the Department Manager issuing tender to maintain the integrity of the process.

17. NO ACCEPTABLE BID OR EQUAL SCORES RECEIVED

17.1 Where bids are received in response to a bid solicitation but exceed budget, are not responsive to the requirement, or do not represent fair market value, a revised solicitation may be issued in an effort to obtain an acceptable bid.

17.2 The Town has the right to cease negotiations and reject any offer at any time.

17.3 If two equal scores are received, the decision between the two bidders with equal scores shall be determined as follows:
(a) where cost is a criterion, the bidder with the lowest total cost shall be preferred;
(b) where cost is not a criterion or the bidders have equal total costs, the bidder with the best score on the criteria deemed next most important by the Evaluation Committee for the relevant project shall be preferred.

17.4 If bids not scored but equal then a public coin toss will be implemented to decide the recommendation to award the bid.

17.5 In the event that all bids exceed the funds appropriated by Council for the project, the Division Director may seek Council approval to award tender. Reductions to meet budget will be negotiated once the project is awarded.

18. EVALUATION PROCESS

18.1 All responses to a competitive bid process will first be reviewed by the Department Manager issuing tender or their designate to ensure compliance to both standard mandatory criteria and project specific mandatory criteria; checking of costs; and verification of extensions, additions etc. All submissions determined to be qualified for further consideration will be forwarded to the appropriate Division Director for further review in determining a Respondents understanding of and capability of performing the works or services requested. Those found to be non-compliant will be rejected by the Purchasing Supervisor or their designate at this point.

18.2 Responses to a Request for Proposal will undergo further evaluation incorporating the scoring and weighting criteria as presented in the original RFP document. This scoring will be carried out by the evaluation committee.

18.3 The evaluation committee will be comprised of a mix of staff and/or department committee members as deemed appropriate by the Division

Director or their designate for the project. A minimum of two people will review and score each proposal.

18.4 Responses to a Tender Call are subject to the standard preliminary evaluation to ensure compliance to both standard mandatory criteria and project specific mandatory criteria; checking of costs; and verification of extensions, additions etc. All submissions determined to be qualified for further consideration will be forwarded to the appropriate Division Director for further review in determining a Respondents understanding of and capability of performing the works or services requested in a fully qualified manner.

18.5 A copy of the consolidated evaluation forms along with committee recommendation will be forwarded to the Municipal Clerk to be kept in a confidential file and utilized for debriefing and/or dispute resolution if necessary.

18.6 The Division Director or their designate shall prepare a recommendation to Council if required based on the total cost of the purchase.

18.7 Immediately following the evaluation tenders, the Division Director or their designate shall notify the Municipal Clerk in writing that the highest scoring two bids are in order, and that the bid deposit other than the highest scoring and second highest scoring bidder should be returned by the Municipal Clerk.

19. CONTRACT AWARD/CONTRACT EXECUTION AND PERFORMANCE

19.1 In the event that it is deemed beneficial to listen to delegations from bidders, each one chosen must be given an equal opportunity to present themselves. Individual written invitations, stating time, date and purpose of the presentation, must be extended to each bidder.

19.2 The successful bidder has twenty-one (21) working days from official notification to produce evidence of appropriate insurance, performance surety's if applicable, executed contract or agreement, WSIB, Certificate of Clearance, Ministry of Labour – Notice of Job Commencement, Labour and Materials Payment Bond, and Police Checks if necessary et cetera. to the Department Manager issuing tender. Under no circumstance will the successful bidder commence work until the appropriate documentation has been submitted and acknowledged by the Town. Non-compliance will result in a stop work order. For larger scale projects, timing may be adjusted with pre-approval from the CAO.

19.4 If a formal contract other than the agreement in the bid document is required, it shall be prepared by the Purchasing Supervisor or their designate and submitted to the contractor for execution. At that time, the Municipal Clerk and Mayor will be asked to execute the document and the Town seal will be applied.

19.5 Where Engineering contracts are entered into, and the size of the contract warrants, the engineering firm will be responsible for preparation of the standard Municipal Engineers Association / Professional Engineers Ontario (MEA/PEO) agreement as amended by the Town.

19.6 Once the contracts, bonds, et cetera, of the awarded bidder have been signed and found acceptable by the Division Director or their designate, the bid deposit if provided of all but the successful bidder shall be returned.

19.7 If the contract has been awarded and the successful bidder fails to provide a contract bond, cash or other acceptable collateral within the specified time, the Division Director or their designate may grant additional time to fulfill the necessary requirements or may recommend one of the following:

i. That the contract shall be awarded to the second ranking eligible bidder; or
ii. That the contract shall be cancelled.

19.8 In either of the above cases, any bid deposit of the successful bidder shall be forfeited. If the contract is to be awarded to the next best responsible bidder, their deposit shall be retained until he/she has actually completed the contract to the satisfaction of the Division Director or their designate.

19.9 If the next best responsible bidder fails, or declines to execute the contract if awarded to him/her, their deposit shall also be forfeited.

20. ACCESS TO INFORMATION

20.1 The disclosure of information received relevant to the issue of a bid solicitation or the award of contracts emanating from bid solicitations shall be made by the appropriate offices in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, as amended.

21. DISPUTE RESOLUTION

21.1 Wherein the spirit of this policy is to promote a sense of fairness and transparency, in the event of possible dissatisfaction, the following process will be followed in order:

i. The vendor would be required to submit in writing to the CAO, a notice clearly stating contract details and nature of perceived problem.

ii. The CAO would respond to same in writing, and attempt to provide the information requested.

iii. Should the vendor still not be satisfied, a meeting between the vendor, CAO and appropriate Division Director or their designate will be scheduled to further discuss the issues and debrief the vendor with regards to their bid submission evaluation. (Information regarding the scoring of other proponents is confidential and will not be discussed)

iv. If articles (i –iii) do not lead to a resolution, the decision may be referred to Council if deemed appropriate

The acquisition methods describe in this policy do not apply to the following items:

1. Training and Education

1 Conferences, conventions, courses and seminars
2. Magazines, books, periodicals
3. Memberships

2. Refundable Employees Expenses

1. Advances
2. Meal Allowances
3. Travel and Entertainment
4. Miscellaneous - Non-Travel

3. Employer's General Expenses

1. Statutory Payroll Deduction Remittances
2. Medicals
3. Licenses (Vehicle, Firearms, etc.)
4. Debenture Payments
5. Liability and Property and Other Forms of Insurance Premiums, Payments and Adjusting Fees
6. Grants to Agencies
7. Employee Benefit Payments and Premiums
8. Building Lease Payments
9. Tax Remittances
10. Charges to and from Other Municipalities

4. Professional and Special Services

1. Committee Fees
2. Medical, Laboratory, and Pharmacy Services
3. Legal fees for expert or professional legal Services for all Municipal and Insurance Matters
4. Payments to Social Service and Health Agencies that are subject to Service Agreements
5. Medical and Dental fees
6. Appraisal Fees
7. Witness fees
8. Honorariums

5. Utilities (monthly charges and utility relocations)

1. Postage
2. Water and Sewer
3. Hydro
4. Gas
5. Telecommunications Services

6. Acquisitions and Disposal of Real Property

7. Petty Cash Items/Replenishment

Exempt from any provisions with the exception of Section 8, Subsection 5 of this Purchasing Policy.

8. Food or Pharmaceutical Products

Where foods or pharmaceutical products are required for the Home for the Aged. Any other food products required by the Town such as catering or vending/concession type services must follow the provisions of this Policy.

9. Public Works Items as follows:

1. Public Works tree removal and tree planting service.
2. Public Works crack filling material.
3. Public Works concrete.
4. Environmental lab analysis.
5. Environmental manhole replacement.
6. Environmental and Public Works cold mix asphalt.

Purchases required through the Municipal Emergency Plan.

The following will set out the various types of insurance, the limits depending on the size of the contracts for which these limits are applicable and also an indication of what contracts require this type of insurance:

TYPE OF COVERAGE	AMOUNT OF COVERAGE	SIZE OF CONTRACT	TYPE OF CONTRACT REQUIRED
Comprehensive General Liability (to include Products and Completed Operations Liability)	a) $2 million b) $5 million	Up to $50,000 $50,000 +	All contracts
Automobile Liability	a) $2 million b) $5 million	Up to $50,000 $50,000+	All except professional services
Non-owned Automobile	a) $2 million b) $5 million	Up to $50,000 $50,000+	All except professional services
Builder's All Risk (to include Boiler and Pressure Vessel)	Full construction price of the contracts	$50,000 and up	All construction contracts (City may waive sidewalks and roads)
All Risk Contractor Equipment	Replacement cost for any contractors' equipment	$50,000+	All construction contracts
Installation Floater Coverage	Replacement cost of supplies on City owned sites valued at $50,000 or higher	$100,000+	All construction contracts
Environmental Impairment Insurance	$2 million	$50,000 and up	Construction contracts or contracts involving any material environmental risk
Professional Liability	a) $1 million b) $2 million*	$50,000 or less Above $50,000	All professional services

TYPE OF COVERAGE	AMOUNT OF COVERAGE	SIZE OF CONTRACT	TYPE OF CONTRACT REQUIRED
WSIB Coverage or Employers' Liability Coverage	$1 million (Employers liability)	$50,000 and up (except WSIB all contracts)	All contracts other than professional services

*(Note: Insurance above the amount available through Professional Association may involve extra cost)

Additional Insurance Requirements

Town named as additional insured or named insured except on Automobile and Non-Owned Automobile policies. If Builders' All Risk or any replacement costs involved, the Town should be named insured; otherwise additional insured.

Waiver of Subrogation

30 days' notice of cancellation

Deductibles

Contractor assumes responsibility for deductible

Certificate of Insurance

A Certificate of Insurance is to be delivered prior to the commencement date of all contracts unless the Town waives this requirement.

Duration of Insurance

All insurance policies shall run at least 12 months past the end date of the contract unless the Town otherwise waives this requirement.

Special Cases

The Town has the right to change this policy if it perceives in its opinion there is a significantly different risk or additional or different insurance requirements.

	IRREGULARITY	RESPONSE
1.	Late Bids.	Automatic rejection and not opened or read publicly.
2.	Unsealed Envelopes.	Automatic rejection.
3.	Insufficient Financial Security (No Bid Security or agreement to bond or insufficient Bid bond or agreement to bond).	Automatic rejection.
4.	Bids not Completed in non-erasable medium and signed in ink.	Automatic rejection.
5.	Incomplete Bids (Part bids - all items not bid).	Automatic rejection unless, in the opinion of the Division Director and the Purchasing Services Division, in its sole discretion, the incomplete item is trivial or insignificant.
6.	Qualified Bids (Bids qualified or restricted by an attached statement).	Automatic rejection unless, in the opinion of the Division Director and the Purchasing Services Division, in its sole discretion, the qualification or restriction is trivial or not significant.
7.	Bids received on documents other than those provided by the Corporation.	Optional rejection, unless, in the opinion of the Division Director and the Purchasing Services Division, and in its sole discretion, the matter is trivial or insignificant.
8.	Bids Containing Minor Obvious Clerical Errors.	Optional rejection, unless, in the opinion of the Division Director and the Purchasing Services Division, and in its sole discretion, the matter is trivial or insignificant.
9.	Failure to execute Agreement to Bond (Performance Security) or Bonding company signature missing from agreement to bond.	Automatic rejection.
10.	Failure to execute Bid Security (Financial Security).	Automatic rejection.
11.	Other Bid Security - Uncertified Cheques.	Automatic rejection.
12.	Document Execution: Signature missing.	Automatic rejection.
13.	Erasures, Overwriting or Strike-Outs which are not Initialed:	Optional rejection by the Town, at the Town's sole discretion, or the Town may provide 48 hours to initial.

	IRREGULARITY	RESPONSE
(a)	un-initialed changes to the Tender documents which are minor (example: the tenderer's address is amended by over-writing but not initialed);	Optional rejection by the Town, at the Town's sole discretion, or the Town may provide 48 hours to initial.
(b)	unit prices in the Schedule of Prices have been changed but not initialed and the Contract totals ARE consistent with the price as amended;	Optional rejection by the Town, at the Town's sole discretion, or the Town may provide 48 hours to initial.
(c)	unit prices in the Schedule of Prices have been changed but not initialed and the Contract totals ARE NOT consistent with the price as amended;	Automatic rejection.
14.	Documents, in which all necessary Addenda, which have financial implications, have not been acknowledged.	Automatic rejection.
15.	Other Minor Irregularities.	The Purchasing Services Division and Division Directors shall have authority to waive irregularities, which they jointly consider in their sole discretion to be minor.
16.	Any Irregularity.	Despite the provisions herein contained, Council may waive any irregularity where it considers it to be in the best interest of the Town.