

**The Corporation of the Township of
South Algonquin By-Law #21-665**

BEING a bylaw to establish a policy for the procurement of goods and services for the Township of South Algonquin.

WHEREAS Section 270(1) of the *Municipal Act, 2001, c.25*, as amended, states that a municipality and a local board shall adopt and maintain policies with respect to the procurement of goods and services;

WHEREAS in accordance with Sections 5 and 6 of the *Integrated Accessibility Standards* (Ontario Regulation 191/11) municipalities as designated public sector organizations must incorporate accessibility criteria and features into procurement practices when procuring or acquiring goods, services or facilities, including self-service kiosks;

AND WHEREAS the Township of South Algonquin needs to establish a Procurement Policy to ensure the appropriate financial and operational management controls are applied to the decision process in spending public funds and to the accountability of the authority process;

AND WHEREAS Council of the Corporation of the Township of South Algonquin deems it expedient to amend the Procurement Policy to ensure the policy remains in compliance with provincial legislation, International/Inter-Provincial Trade treaties or agreements and the Discriminatory Business Practices Act;

AND WHEREAS this By-Law establishes the authority and sets out the methods by which goods and services will be purchased or disposed of for the purposes of the Township of South Algonquin subject to certain exceptions set out therein;

Therefore, the Council of the Township of South Algonquin enacts as follows:

1. **That** the Procurement Policy #FIN006-01 attached hereto and forming part of this By-Law be adopted;
2. **That** this by-law shall be read in conjunction with the Township Delegation of Authority By-law No. 21-,661 as amended; and
3. **That** this By-law repeals all previous purchasing By-laws
4. **That** this By-law shall come into force and effect on the day of its passing.

Read a first & second time this 1st Day September 2021

Jane A E Dumas, Mayor

Bryan Martin, CAO Clerk /Treasurer

Read a third time and passed this 1st Day September 2021

Jane A E Dumas, Mayor

Bryan Martin, CAO Clerk /Treasurer

POLICY MANUAL	POLICY NO. FIN006-01
For Township of South Algonquin	EFFECTIVE DATE: September 1,2021
SUBJECT: Procurement Policy	DEPARTMENT: Administration

1.0 POLICY

This is a policy of the Township of South Algonquin to establish clear procedures for the procurement of goods and services.

2.0 PURPOSE

The purpose of this Procurement Policy is to:

- a. Provide a process for the most efficient and effective use of municipal funds consistent with the required quantity and quality of goods and services;
- b. Encourage an open and competitive bidding process for the acquisition and disposals of goods and/or services, and the objective and equitable treatment of all vendors;
- c. Ensure openness, accountability and transparency while protecting the financial best interests of the Township;
- d. Provide clear direction and accountabilities for Council, staff and vendors involved in the process; and
- e. Reduce the amount of solid waste requiring disposal through the purchase of environmentally responsible goods and services.

3.0 RESPONSIBILITY

The Procurement Policy is administered by the Chief Administrative Officer/Clerk Treasurer and Department Heads, as highlighted herein. This policy shall be reviewed every 5 years or earlier to evaluate its effectiveness.

4.0 DEFINITIONS

In this policy,

"Award" shall mean the authorization to proceed with the purchase of goods and services from a chosen vendor.

"Bid" shall mean an offer or submission from a vendor or vendor in response to a bid solicitation.

"Bid Solicitation" means a formal request for bids that may be in the form of Request for Quotation, Request for Tender, Request for Proposal or Request for Standing Offer.

"Buyer" shall mean employees of the Township of South Algonquin who, in the normal course of their duties, are authorized to procure goods and services on behalf of the Township.

"CAO/Clerk-Treasurer" shall mean the Chief Administrative Officer/Clerk-Treasurer for the Township of South Algonquin.

"Consultant" shall mean persons and professional firms who by virtue of their expertise in a particular field are hired by the Township to undertake a specific task or assignment and includes architects, auditors, engineers, designers, surveyors, management and financial consultants, brokers, legal services, and any other professional and consulting services.

"Contract" or "Agreement" shall mean any formal or deliberate written agreement for the purchase of goods, services, equipment or construction that binds the Township and the

parties involved, subject to the provisions of the agreement.

"Council" shall mean the Council of the Corporation of the Township of South Algonquin.

"Declared Emergency" shall mean a declared emergency in accordance with the Emergency Measures and Civil Protection Act RSO 1990 CH E.9, as amended.

"Department" shall mean each the main operational units organized in departments of the Township and identified on the Township of South Algonquin organization chart as established by the CAO/Clerk-Treasurer.

"Department Head" shall mean the Public Works Superintendent and Fire Chief for the Township of South Algonquin.

"Deputy Treasurer" shall mean the Deputy Treasurer for the Township of South Algonquin.

"Emergency" shall mean an operational situation or condition other than a declared emergency which in the opinion of the CAO/clerk Treasurer could affect the health and safety of the public, impact the welfare of public or private property or Township infrastructure, or seriously impact service delivery and the restoration of essential services to a minimum acceptable level is warranted.

"Good(s)" shall mean all tangible and intangible property including but not limited to supplies, products, wares, merchandise, materials, equipment, and property insurance.

"Multi-use list" means a list of suppliers that a procuring entity has determined satisfy the conditions for participation in that list, and that the procuring entity intends to use more than once.

"Procurement" shall mean the process of acquiring goods and services by purchase, rental, or lease.

"Quotation" shall mean a written response to a Request for Quotation.

"Request for Quotations" shall mean an informal request for prices on goods or services.

"Request for Information" shall mean a process where information is requested from vendors regarding the feasibility and availability of specific goods and services to determine if there are enough suppliers to justify a Request for Proposal or Request for Tender

"Request for Proposals" shall mean a formal request for prices and details on goods and services from vendors, where the goods and services may not be able to be fully defined or specified or when alternate methods are being sought to perform a certain function or service, at the time of request.

"Request for Tenders" shall mean a formal request for prices on goods and services from vendors, where the goods and services are able to be fully defined or specified at the time of the request.

"Sealed Bid" shall mean a formal sealed response received as a part of a tender or submission.

"Sealed Proposal" shall mean a formal sealed response received as a part of a request for proposal.

"Services" shall mean non-goods, including all professional services and consulting services, all services in relation to real property and personal property including the installation, construction, maintenance, rental, repair, restoration, demolition or removal of real property or personal property.

"Sole Source" shall mean either:

- (i) There is more than one source in the open market but for reasons of function, service, unique technology or proprietary interest only one Vendor is sought or selected for consideration of the particular goods and/or services; or
- (ii) There is only one known source of supply of particular goods or services.

"Standing Offer" shall mean a procurement which establishes prices or methods for determining prices, terms and conditions and the period of time during which a Vendor agrees

to provide specified goods or services to the Township upon demand.

"**Township**" shall mean the Corporation of the Township of South Algonquin.

"**Vendor**" shall mean any party selected to provide a quotation, proposal, bid or to supply goods or services to the Township.

5.0 PROCEDURES

5.1 Compliance

All municipal departments, Boards and Committees, and their respective staff, over which Council has direct control, shall adhere to the purchasing procedures established in this policy when procuring goods, services and facilities, as follows:

- a. Comply with the requirements of the *Ontario Human Rights Code*, the *Ontarians with Disabilities Act, 2001*, the *Accessibility for Ontarians with Disabilities Act, 2005* and its associated standards enacted through regulation, as well as related Township policies. Where applicable, procurement documents will specify the desired accessibility standards to be met and provide guidelines for the evaluation of proposals in respect of those standards. Where it is impractical for the Township to incorporate accessibility criteria and features for procuring or acquiring specific goods, services or facilities, the Township will provide a written explanation, on request.
- b. Ensure compliance with applicable International/Inter-Provincial Trade treaties or agreements, as amended from time to time.
- c. Endeavor to achieve best overall value in commercial transactions while abiding by the provisions of the *Discriminatory Business Practices Act* when awarding purchases.
- d. No preference will be given to local suppliers in awarding contracts.

With regard to timelines for posting procurements, implement procedures that ensure suppliers are provided with an adequate response time that meets the minimum requirements outlined in applicable laws, including applicable trade agreements. Where no trade agreement applies, the Department Head in consultation with the CAO/Clerk-Treasurer will determine the appropriate response time for the solicitation.

- e. In absence of any other measures, a minimum response time of 40 days is required for goods and services valued in excess of \$250,000 and for construction contracts valued in excess of \$2,000,000. Response time may be further reduced as follows:
 - i. For open procurements, the minimum response time is reduced to 35 days if the procurement notice is posted electronically on MERX, to 30 days if the procurement documentation is made available by electronic means from date of publication notice, and further reduced to 25 days if submission by electronic means is accepted.
 - ii. The posting period for open procurements may be further reduced to 10 days if a notice of planned procurement is published at least 40 days and not more than 12 months in advance of the publication notice of intended procurement.
 - iii. Bid posting periods for commercial goods and services may be reduced to 13 days if both the publication notice and procurement documentation are published electronically and may be further reduced to 10 days if submissions are received electronically.
 - iv. For selective procurements using a vendor list, response time may be reduced to 10 days by agreement between the municipality and the selected suppliers.
 - v. Other than situations of emergency, as herein defined, procurements shall be posted for not less than 10 days.

5.2 Financial Authorities

- a. Expenditures or commitments shall not be incurred or made and no account shall be

- paid by the Township for goods and services, except as authorized in accordance with this policy unless approved by Council.
- b. Notwithstanding any provision contained herein, all expenditures shall be within the current approved budget or within approved estimates, except as provided for in the Township's Delegation of Authority By-law, as amended. In the event that the annual budget has not yet been approved, Departments are authorized to expend funds at the previous year's service levels, unless specifically directed otherwise by Council until the current year's operating budget has been approved
 - c. In the event the bid amount exceeds the anticipated approved budgeted amount, the CAO is authorized to approve an excess of 10% or \$10,000, whichever is lowest.
 - d. For spending limitations identified in section 6.1, value of goods and services are to be inclusive of HST (less the rebate, if applicable) and delivery charges.
 - e. Offers to procure shall not be divided up in any manner in an effort to circumvent the financial limitations and approval authorities. For the purposes of value limits, recurring contracts will use the value for the preceding 12 months or estimated value for the following 12 months. For procurement by lease, rental or hire purchase of a good or service, the total estimated value includes any estimated residual value for a fixed-term contract or if for an indefinite or uncertain duration, the estimated monthly instalment multiplied by 48 is used.
 - f. An Offer to Procure may only provide for an option to renew where the value of the original term and the renewal term is within the authorization level of the Buyer or with Council approval.
 - g. Where goods and/or services are routinely purchased on a multi-year basis, the exercise of authority to award a contract is subject to:
 - i. The identification and availability of sufficient funds in appropriate accounts for the current year; and
 - ii. The demand for the goods and/or services will continue to exist in subsequent years, and where, in the opinion of the CAO/Clerk-Treasurer, the required funding can reasonably be expected to be made available.

5.3 Provisions / Practices

- a. All proposals and tenders shall include the following provisions:
 - i. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP (or Tender), and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim."
 - ii. "The lowest or any proposal will not necessarily be accepted, in particular, if only one proposal is received".
- b. All solicitations issued by the Township of South Algonquin shall clearly identify the requirements of the procurement, the criteria that will be used in the evaluation of bids or proposals and, where appropriate, the methods of weighting and evaluating the criteria. In addition, all solicitations issued will, where appropriate:
 - i. Clearly outline mandatory, rated, and other criteria that will be used to evaluate submissions, including the weight of each criterion;
 - ii. State that submissions that do not meet the mandatory criteria will be disqualified;
 - iii. Clearly establish the formula for calculating the total price/cost;
 - iv. Ensure that all mandatory and rated criteria comply with the Non- Discrimination section of the by-law and this policy;
 - v. Minimize mandatory requirements (e.g., submission and performance mandatory requirements) to ensure that no bid is disqualified except to serve a legitimate business or public policy objective; and
 - vi. Allocate maximum justifiable weighting to the price/cost component of the evaluation criteria.
 - vii. Procurements should, wherever possible and without affecting the intended use of the good or service, include specifications that encourage environmental benefits and provide for expanded use of durable and reusable goods including those services containing the maximum post-consumer waste and/or recyclable content.

5.5 Exemptions

- a. Expenditures required during a "declared emergency" are not subject to this policy and may be approved by the CAO/Clerk-Treasurer in accordance with the Delegation of Authority by-law. The CAO is authorized to waive provisions of this policy in the event of an "emergency" as described in section 4.0 Definitions of this policy.
- b. Notwithstanding any other provisions of this Policy, the acquisition of the items listed in Schedule "A" are considered exempt and do not fall under the guidelines established in this Procurement Policy.
- c. Notwithstanding any other sections within this Procurement Policy, the CAO or delegate, will have the option of entering into negotiations with a Vendor within spending authority limits and when it is deemed to be in the best interest of the Township.

6.0 PROCUREMENT METHODS

6.1 Financial Limitations for Procurements

Financial Limit (\$)	Method	Authority Level
COMPETITIVE		
Under \$5,000	Request for Quotation - Informal	CAO and Department Heads, approve if within budget authority.
\$5,000 to \$10,000	Request for Quotation (1) - Written	CAO, Department Heads
\$10,000 to \$25,000	Request for Quotation (3) - Written	CAO, Department Heads
\$25,000 to \$50,000	Request for Proposal (RFP) / Request for Tender (RFT)	CAO, Department Heads
\$50,000 to \$100,000	Request for Proposal (RFP) / Request for Tender (RFT)	CAO
\$100,000 or more	Request for Proposal (RFP) / Request for Tender (RFT)	Council
Non- Competitive		
Under \$25,000	Negotiated Quotation	CAO, Department Heads
\$25,000 to \$50,000	Negotiated Quotation	CAO, Department Heads
\$50,000 to \$100,000	Negotiated Quotation	CAO
\$100,000 or more	Negotiated Quotation	Council

6.2 Request for Quotations

- a. Quotations are solicited from potential suppliers and should contain a list or description of all relevant parameters of the intended purchase.
- b. Where a minimum of three (3) written quotations are required; however, when they

are not possible and/or practical to be requested, or are not received, approval of the CAO/Clerk-Treasurer is required.

6.3 Request for Tender

- a. All vehicle purchases require the issuance of a Request for Tender.
- b. Requests for Tenders are to be issued through an electronic means such as MERX, the Township website and may also be issued through public process such as placing a notice in the appropriate local and/or trade newspaper.
- c. Bids submitted in response to a tender shall be received in accordance with the following:
 - i. A secure facility shall be maintained under the control of the Deputy Clerk for the reception and safekeeping of Bids.
 - ii. When received, Bids shall be marked with the time and date and initialed by the Deputy Clerk. Late Bids shall not be accepted.
 - iii. All Tender Bid openings shall be done publicly at a predetermined time in the presence of the CAO/Clerk-Treasurer and the Department Head or delegate.
 - iv. During the recording of the Bids, each Bid shall be documented and referenced accordingly.
- d. After opening, each Bid shall be reviewed by the Department Head in consultation with the CAO/Clerk Treasurer to determine whether:
 - i. All requirements of the tender have been met;
 - ii. All unit prices have been correctly extended; and
 - iii. The extensions have been correctly totaled.
- e. Bid irregularities will be addressed by following the procedures outlined in Appendix "B" - Bid Irregularities.
- f. Tender awards shall be made to the lowest responsible bidder provided that the bid meets requirements and specifications of the tender. However, in determining the lowest responsible bidder, consideration may be given, in addition to price, to the bidder's:
 - i. Ability and experience to perform in accordance with the terms of the request;
 - ii. Record of past performance;
 - iii. Financial, staff and technical resources;
 - iv. Quality of bid; and/or
 - v. Predetermined criterion.
- g. Following approval of the award, the Department Head or delegate shall inform the successful vendor that its Bid has been accepted and notify all other prospective vendors of the award and the name of the successful vendor.
- h. Following approval of the award, the results of the tender are to be published in the same manner as the Request for Tender.

6.4 Request for Proposals

- a. Requests for Proposals with a value of more than \$250,000 are to be issued through an electronic means such as MERX, the Township website and may also be issued through public process such as placing a notice in the appropriate local, and/or trade newspaper.
- b. This method of acquisition involves the solicitation of proposals and shall generally be used when:
 - i. the requirements for goods and services cannot be definitely specified;
 - ii. the requirements of the Township are best described in a general performance specification; and for
 - iii. innovative solutions are sought.

- c. Request for Proposals are not formally opened in public, nor is it necessary to disclose prices or terms at the time of submission.
- d. A minimum of three (3) written proposals are to be requested wherever possible and practicable.
- e. Where a minimum of three (3) written proposals is not possible and practicable to request, or are not received, justification shall be documented and approved by the CAO/Clerk-Treasurer.
- f. Requests for Proposals may be issued through a public process such as placing a notice in the appropriate local and/or trade newspaper, or by "Invitation Only" to select consultants with proven expertise and experience.
- g. Notwithstanding any other provisions herein, the Township may at its sole discretion also consider a proposal with considerable added value in relation to other proposals received. In such cases, where a bidder clearly demonstrates that there is a significant and measurable added value to the proposal, the Township may at its sole discretion award to the bidder which demonstrates a considerable higher value provided that proposals meet requirements and are generally similar with the exception of the added value.
- h. Following approval of the award, the results of the procurement process are to be published in the same manner as the Request for Proposal.

6.5 Non-Standard Procurements (Sole Source)

Non-Standard Procurements may only be approved in the following circumstances:

- a. Where a standard procurement process conducted in accordance with this By-law and applicable procedures and protocols has not resulted in the receipt of any Bids;
- b. Where only one Supplier is able to meet the requirements of a procurement in order to:
 - i. Ensure compatibility with existing products;
 - ii. Recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or
 - iii. Maintain specialized products that must be maintained by the manufacturer or its representative;
- c. Where there is an absence of competition for technical reasons and the Deliverables can only be supplied by one particular Supplier and no alternative or substitute exists;
- d. The procurement is for additional deliveries by the original Supplier of Deliverables that were not included in the initial procurement if a change of Supplier:
 - i. Cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services or installations procured under the initial procurement; and
 - ii. Would cause significant inconvenience or substantial duplication of costs for the Township;
- e. For the procurement of Deliverables relating to matters of a confidential or privileged nature where the disclosure of those matters through an open competition could reasonably be expected to compromise government confidentiality, cause economic disruption or otherwise be contrary to the public interest;
- f. For the procurement of Deliverables from a Public Body;
- g. For the procurement of goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases;
- h. For the procurement of a prototype of a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases;
- i. For procurement of goods purchased on a commodity market; and
- j. For procurement of goods and services resulting from a Design contest.

6.6 Standing Offers / Multi-Use Lists

Standing Offers or multi-use lists of suppliers may be utilized as an efficient method of managing the delivery of goods and services provided that the following provisions are met:

- a. Notice inviting interested suppliers for inclusion on the list is published annually and if published by electronic means, made available continuously.
- b. Notice shall include:
 - i. a description of the goods or services, or categories thereof, for which the list may be used;
 - ii. the conditions for participation to be satisfied by suppliers for inclusion on the list and the methods that the procuring entity will use to verify that a supplier satisfies the conditions;
 - iii. the name and address of the procuring entity and other information necessary to contact the entity and obtain all relevant documents relating to the list;
 - iv. the period of validity of the list and the means for its renewal or termination, or if the period of validity is not provided, an indication of the method by which notice will be given of the termination of use of the list; and
 - v. an indication that the list may be used for procurement covered by this section.
- c. if a multi-use list will be valid for three years or less, a procuring entity may publish the notice only once, at the beginning of the period of validity of the list, provided that the notice:
 - i. states the period of validity and that further notices will not be published; and
 - ii. is published by electronic means and is made available continuously during the period of its validity.

6.7 Co-operative Purchasing

Department Heads may participate with other governments, agencies or public authorities in co-operative ventures or contracts where the best interest of the Township would be served.

6.8 Expression of Interest

Department Heads may conduct a request for Expressions of Interest for the purposes of determining the availability of any goods and services, and for the purposes of keeping a list of available pre-qualified vendors.

6.9 Disposal of Surplus Goods

- a. Department Heads shall obtain the approval of Council for the disposal and/or sale of surplus assets where the value of the asset exceeds \$10,000.
- b. All surplus goods shall be sold by sealed bid and a reserve bid may be established.
- c. All identifying markings on Township assets shall be removed prior to disposal.

6.9 CONTRACT EXECUTION AND PERFORMANCE GUARANTEES

- a. The Department Head may require that a bid be accompanied by a Bid Bond or other similar security.
- b. In addition, the successful supplier may be required to provide:
 - i. a Performance Bond to guarantee the faithful performance of the contract; and
 - ii. a Payment Bond to guarantee the payment for labour and materials to be supplied in connection with the contract.
- c. The Department Head 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, financial bonds or other forms of security deposits, provisions for liquidated damages, progress payments, and holdbacks.
- d. Prior to commencement of work and where, deemed appropriate, evidence of Liability Insurance Coverage satisfactory to the CAO/Clerk- Treasurer must be

obtained, ensuring indemnification of the Township from any and all claims, demands, losses, costs or damages resulting from the performance of supplier's obligations under the contract.

- e. Prior to payment to a supplier, a Certificate of Clearance from the Workplace Safety and Insurance Board shall be obtained ensuring all premiums or levies have been paid to the Board to date.
- f. The guarantee means selected will:
 - i. not be excessive but sufficient to cover financial risks to the Township,
 - ii. provide flexibility in applying leverage on a supplier so that the penalty is proportional to the deficiencies, and
 - iii. comply with provincial statutes and regulations.
- g. Financial bonds for contract performance shall only be required where the Township will be exposed to costs if the contractor does not complete the requirements of the contract.

7.0 RESOLUTION OF CONFLICT

The CAO is hereby authorized to resolve any conflict or ambiguity regarding the individual or individuals of the Township authorized to exercise any delegation.

8.0 Bid Dispute Resolution

- a. Within five business days from the date upon which a bidder is informed that they have not been selected as the winning bidder, an unsuccessful bidder has the right to submit a written request for a formal debriefing from the contract authority responsible for the procurement at issue.
- b. The Township will provide the debriefing within ten business days of having received such a request with a view to providing an unsuccessful bidder with an opportunity to learn why their bid was not selected for contract award.
- c. If the bidder remains dissatisfied after the debriefing, the bidder has an additional ten business days to prepare and file a formal complaint.
- d. A formal complaint must be made in writing and addressed to the CAO. The complaint should contain the identity of the complainant and the procurement process at issue as well as a clear and detailed statement of the legal and/or factual grounds upon which the complaint is based. The complaint should also include, as attachments, any information or documents relevant to the complaint that are in the bidder's possession.
- e. For the purpose of a complaint under this procurement process the CAO will review and address any proposal protest in a timely and appropriate manner.

9.0 INTERPRETATION

- 9.1** Each section of this policy and every part of each section is an independent section or part of a section, and the holding of any section or part thereof to be void or ineffective for any cause shall not be deemed to affect the validity of any other sections or parts thereof.
- 9.2** Headings are for reference purposes only and shall not affect in any way the meaning or interpretation of the provisions of this policy.
- 9.3** This policy includes the Appendices annexed hereto.

ATTACHMENTS

APPENDIX "A" - EXEMPTIONS APPENDIX
"B" - BID IRREGULARITIES

APPENDIX "A" - EXEMPTIONS

The following goods and services are hereby declared to be "Exempt" from this policy:

1. Petty Cash Items

2. Training and Education

- a. Conferences
- b. Courses
- c. Conventions
- d. Seminars
- e. Memberships
- f. Subscriptions
- g. Staff/Council training
- h. Staff/Council development
- i. Staff/Council workshops

3. Employee/Council Expenses

- a. Advances
- b. Meal Allowances
- c. Travel and Hotel Accommodations
- d. Miscellaneous Non-Travel

4. Employer's General Expenses

- a. Payroll Deduction Remittances
- b. Licenses
- c. Debenture Payments
- d. Grants to Agencies
- e. Payments of Damages
- f. Tax Remittances
- g. Charge to/from other Government or Crown Corporations
- h. Employee Income
- i. Honoraria

APPENDIX "A" - EXEMPTIONS (cont.)

5. Professional and Special Services ·

- a. Remuneration for Council, Committees, Appointees and Volunteer Firefighters
- b. Witness Fees
- c. Arbitrators, Mediators, Conciliators or judicial and like bodies
- d. Legal Settlements
- e. Insurance Claims
- f. Banking Services
- g. Operations critical core services (including but not limited to)
 - Chemicals
 - Salt/Sand
 - Critical road services

6. Utilities

- a. Postage
- b. Heat/Hydro
- c. Telephone
- d. Internet Services
- e. Information Technology Services

APPENDIX "B" BID IRREGULARITIES

BID IRREGULARITY

A bid irregularity is a deviation between the requirements (terms, conditions, specifications, special instructions) of a bid request and the information provided in a bid response. For the purposes of this policy, bid irregularities are further classified as "major irregularities" or "minor irregularities".

A "**major irregularity**" is a deviation from the 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. The Department Head in consultation with the CAO/Clerk-Treasurer or designate must reject any bid, which contains a major irregularity.

A "**minor 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. The Department Head in consultation with the CAO/Clerk-Treasurer or designate may permit the deviation or allow the bidder to correct the minor irregularity.

MATHEMATICAL ERRORS - RECTIFIED BY STAFF

The Deputy Treasurer will correct errors in mathematical extensions and/or taxes, and the unit prices will govern. The responsibility for correcting mathematical errors may be delegated to the requisitioning department.

ACTION TAKEN

The CAO/Clerk-Treasurer, Deputy Treasurer and the Department Head will be responsible for all action taken in dealing with bid irregularities, and acts in accordance with the nature of the irregularity:

- a. major irregularity (automatic rejection)
- b. minor irregularity (accept or allow bidder to rectify)
- c. mathematical error (additions or extensions) as above

In the event that the vendor withdraws his/her bid due to the identification of a major irregularity, the municipality may disqualify such vendor from participating in a municipal quotations/tender/request for proposal for a period of up to one year.

Table 1 is for reference and guideline purposes and shall be interpreted by the Township of South Algonquin in its sole discretion.

**APPENDIX "B" TENDER BID
IRREGULARITIES**

Table 1

ITEM	DESCRIPTION	MAJOR	MINOR	ACTION
1.	Late bids	X		Automatic Rejection, not read publicly, returned unopened to bidder
2.	Unsealed envelopes	X		Automatic Rejection, not read publicly, returned unopened to bidder
3.	No bid deposit or other bid surety, cheque not certified, or not an original financial security (e.g., a photocopy or facsimile).	X		Automatic Rejection
4.	Insufficient financial security (i.e.: no deposit or bid bond or insufficient deposit)	X, or	X	Where security is required and amount is not specified in request, automatic rejection unless insufficiency is trivial or insignificant. Where security is required and amount of security is specified in request, automatic rejection.
5.	Signature of contractor, or of bonding company, or both, are missing from the bid bond.	X		A bid bond must be executed (signed) by both the principal (contractor) and surety (bonding company) to be valid. Automatic Rejection if either signature is missing.
6.	Bids not executed in non-erasable medium. (Electronic signatures are acceptable).	X		Automatic Rejection
7.	Bidder did not attend mandatory site meeting	X		Automatic Rejection
8.	Proper response envelope or label not used		X	Acceptable if officially received on time.
9.	Bid document missing signature of authorized representative (authority to bind), whether corporate seal affixed, or not.	X		Automatic Rejection
10.	Bid Documents in which all addenda issued have not been acknowledged.	X, or	X	Automatic Rejection, unless the addenda do not significantly impact the bid in which case the bidder will be given 2 working days to formally acknowledge the addenda with no change permitted to the original bid.
11.	Pricing or signature pages missing	X		Automatic Rejection
12.	Pages requiring completion of information by vendor are missing	X		Automatic rejection, unless the nature of the missing information does not impact the ability of the Township to conduct a fair, competitive evaluation.
13.	Bid received on documents other than those provided in request.	X		Automatic Rejection, unless the intention of the bidder is clear and the bid submission details do not deviate in any material manner from those provided in the request.
14.	Incomplete bids (partial bids, all required items not bid)	X, or	X	Automatic Rejection, unless the nature of the missing information does not impact the ability of the Township to conduct a fair, competitive evaluation.

15.	Qualified bids (bids qualified or restricted by a written statement, whether within the bid or included as an attachment)	X, or	X	Automatic Rejection, unless the qualification amounts to a minor irregularity
16.	Alternate items bid in whole or in part		X	Available for further consideration unless specified otherwise in request
17.	Bids containing minor clerical errors		X	2 working days to correct initial errors. Township reserves the right to waive initialing and accept bid.
18.	Uninitialed changes to the request documents which are minor (i.e.; the bidder's address is amended by overwriting but not initialed)		X	2 working days to correct initial errors. Township reserves the right to waive initialing and accept bid.
19.	Uninitialed changes to the unit prices in the price schedule and the contract totals are consistent with the price as amended.		X	2 working days to correct initial errors. Township reserves the right to waive initialing and accept bid.
20.	Other mathematical errors which are not consistent with the unit prices		X	2 working days to correct initial corrections. Unit prices will govern.
21.	Bid documents which suggest that the bidder has made a major mistake in calculations or bid.	X, or	X	Consultation with a solicitor on a case-by-case basis.
22.	Other Irregularities		X	The Township shall have the authority to waive minor irregularities provided substantial compliance with the bid documents has been achieved.