

<b>Approval Date:</b> <b>Motion:</b>	<b>Policy Number:</b> P-12-21-C
<b>Supersedes:</b> P-12-21-B	
<b>Title:</b> Purchasing Policy	

**Purpose**

The purpose of the Purchasing Policy is to provide guidance to all Town of Peace River employees and Council members with respect to purchasing functions. This policy is augmented by the Town of Peace River’s Local Preference within the Purchasing Policy. Users should be cognizant of the provisions provided within both policies when acting on behalf of the Town.

**Policy Statement**

- The Town is committed to achieving the maximum financial prudence in purchasing while ensuring open, transparent, integrity, quality, applicable standards and professionalism.
- The Town observes all applicable legislation including the *Municipal Government Act*, the *Canadian Free Trade Act (CFTA)*, the *New West trade Partnership Agreement (NWTPA)*, and the *Canadian-European Comprehensive Economic and Trade Agreement (CETA)*.
- All procurement activities shall provide have regard for economy and efficiency of service, and shall provide fiscal responsibility and accountability.
- All employees delegated with purchasing authority shall follow the guidelines set out in the purchasing policy.

**Related Documents**

- Local Preference within Purchasing Policy
- Signing Authorities Directive

**Definitions**

In this policy, the following definitions apply:

"Authorized Purchaser" means a person authorized by the CAO to procure Goods and Services for the Town of Peace River.

"Best Value" means the most advantageous balance between performance, price and quality achieved through competitive procurement methods in accordance with stated selection criteria. Best Value may include the useful life of an asset and track record.

"Bid" means an offer or submission from a bidder in response to a call regardless of the purchasing

method utilized.

“Bid Solicitation” means a formal request for Bids including, but not limited to, Request of Quotation, Request for Tender, or Request for Proposal.

“CETA” means the Canadian-European Union Comprehensive Economic and Trade Agreement (CETA) an agreement between Canada and the European Union.

“CFTA” means the Canadian Free Trade Agreement.

“Chief Administrative Officer” (CAO) means the Chief Administrative Officer for the Town of Peace River or their delegate.

“Compliant Bid” means a Bid that meets or exceeds the terms and conditions of the Bid Solicitation.

“Contract” means a binding agreement by way of a Purchase Order, or Purchase Order incorporating a formal agreement, or a formal agreement between parties that creates an obligation for the supply of Goods, Services or construction in return for money or other considerations.

“Council” means the duly elected Council of the Town of Peace River.

“Director” means the head of a department of the Town of Peace River or their delegate.

“Emergency Purchases” are purchases arising from situations where a lack of immediate action jeopardizes operations, disrupts public services, or involves the safety of employees, the public or both employees and the public.

“Evaluation Team” means the group of individuals who undertake the evaluation of various Bids related to the purchase of Goods or Services. The Evaluation Team may be comprised of Town staff, a mix of external resources, subject experts and internal staff or external resources only.

“Goods” means tangible things that can be consumed.

“Invitational Tender” is a means of purchasing that is generally not advertised and Bids are invited from a selected number of parties.

“Non-Price Factor” means any evaluation criteria, performance, or requirement that is not expressed as a dollar amount. Examples include, but are not limited to:

- service,
- warranties,
- quality metrics,
- satisfactory past performance; etc.

“NWPTA” means the New West Partnership Trade Agreement.

“Peace River” means the Town of Peace River in the Province of Alberta.

“Public Tender” is a means of purchasing that is widely advertised and intended to solicit Bids from any and all interested parties.

“Purchase Order” means written authorization to purchase Goods, Services or undertake construction.

“Purchaser” means the authorized employee initiating the purchasing process on behalf of the Town of Peace River.

“Purchasing Group” means an association of buyers who use their combined purchasing power to achieve the best price from suppliers. This includes Alberta Municipalities (AM), Rural Municipalities (RMA) and other public bodies and municipal associations.

“Request for Pre-Qualifications” (RFPQ) means a public request by the Town seeking submissions (Bids) outlining identified factors including experience, financial strength, education, background, and significant personnel of potential suppliers who may, from time to time, qualify to supply Goods, Services or both to the Town.

“Request for Proposal” (RFP) means the purchasing method used for more complex deliverables where bidder ranking is based on a number of factors such as price, vendor experience, quality, value and customer service.

“Request for Quotation” (RFQ) means the purchasing method that is used to procure simple Goods and Services where specifications may not be conclusive, and a review process may be required after the quotes have been received.

“Request for Tender” (RFT) means the purchasing method where formal written requests are made to vendors to offer in writing pricing for Goods or Services where the exact specifications for the Goods or Services are known.

“Services” means intangibles provided by a third party.

“Sole Source” means purchasing when there is only one available supplier of a required product or service that meets the needs of the Town.

“Town” means the Town of Peace River in the Province of Alberta.

“Two Envelope Process” means a Request for Proposal where the proposal details and the price information are submitted in separate envelopes within the submission package and designed to permit review and evaluation of proposal content without the knowledge or influence of price.

## Schedules

1. The following Schedules are part of this policy:
  - 1.1. Schedule "A" – Purchasing Exemptions.
  - 1.2. Schedule "B" - Chart of Bid Irregularities.

## Policy

### General

2. This chart provides a summary of the methods of purchasing detailed under this policy. The Town will provide specific and detailed bidding requirements when seeking competitive bids. The document execution authority must conform to the Town's Signing Authority Directive.

Method of Purchasing	Financial Limits	Type of Agreement with Supplier or Vendor	Approval Authority
Low Value (routine purchases of low dollar values)	Up to \$1,000	Cash, purchase order, credit card, or purchasing card (ie. fuel card)	Town staff as assigned as per signing authority directive.
Request for Quotation (obtain, if possible, 3 verbal or written quotations for Goods and Services)	\$1,001 to \$5,000	Purchase order, credit card, or legally executed agreement.	Supervisor, Coordinator or Foreman
Request for Quotation (obtain, if possible, 3 verbal or written quotations for Goods and Services)	\$5,001 to \$10,000	Purchase order, credit card, or legally executed agreement.	Manager
Request for Quotation (obtain, if possible, 3 verbal or written quotations for Goods and Services)	\$10,001 to \$30,000	Purchase order or legally executed agreement	Director
Request for Quotation (formal Bid Solicitation to obtain quotations from at least 3 suppliers)	\$30,001 to \$50,000	Purchase order or legally executed agreement	CAO
Request for Tender	>\$50,000	Purchase Order and Legally executed agreement	Director or CAO
Request for Proposal	>\$50,000	Purchase Order and legally executed agreement.	Director or CAO
Sole Source Purchases	Up to CAO's approval limit unless otherwise approved by Council	Purchase Order and legally executed agreement	CAO

Emergency Purchases	Up to CAO's approval limit unless otherwise approved by Council	Purchase Order and legally executed agreement	CAO
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3. Subject to the limitations above the Town will follow the provisions of Canadian-European Comprehensive Economic and Trade Agreement (CETA), Canadian Free Trade Agreement (CFTA) and the New West Partnership Trade Agreement (NWPTA).
4. The Town considers the overall cost in purchases and evaluates both price and Non-Price Factors. Factors may receive different weight in the decision process; therefore, the lowest unit cost supplier may not be the chosen supplier. Factors include but not limited to:
  - 4.1. Price;
  - 4.2. Life cycle;
  - 4.3. Delivery time or the ability to provide the Goods or Services promptly or at a time specified without delay or interference;
  - 4.4. Transportation costs;
  - 4.5. Quality of workmanship;
  - 4.6. Condition of equipment;
  - 4.7. Warranty or service work and the bidders ability to perform future maintenance and Services;
  - 4.8. Supplier expertise in a product or service;
  - 4.9. Previous experience with supplier or brand;
  - 4.10. Location of supplier;
  - 4.11. The only manufacturer or supplier;
  - 4.12. Quality of design;
  - 4.13. Meets proposed criteria;
  - 4.14. The number and scope of conditions attached to the Bid;
  - 4.15. Safety;
  - 4.16. References; and
  - 4.17. Local preference or content, as allowed under the terms of the Canadian Free Trade Agreement (CFTA) and the New West Partnership Trade Agreement (NWPTA).
5. Only the CAO or Authorized Purchaser may approve expenditures within the approved (by Council) operating and capital budgets.
6. Council must approve any expenditures not included in the approved operating or capital budgets before the expenditure is made, unless the purchase is due to an emergency.
7. The Chief Administrative Officer can authorize exceptions to this policy when deemed necessary, which must then be ratified by Town Council at its next Regular Meeting.
8. The purchasing methods described in this policy generally do not apply to the items detailed in

## Schedule A.

### Responsibilities

9. All employees are responsible for:
  - 9.1. Maintaining high legal, ethical, managerial, and professional standards in the management of the resources entrusted to them, as a publicly funded institution.
  - 9.2. Shall not subdivide, split, or otherwise structure the purchasing process to reduce the purchasing value and avoid the requirements of this policy.
  - 9.3. Shall protect information received in relation to a purchasing process or award in accordance with the provisions of the Freedom of Information and Protection of Privacy Act (FOIP Act).
  - 9.4. Obtaining the best value by achieving fulfillment of specified needs including quality, health and safety standards, productivity, and service life.
  - 9.5. Using a fair and transparent process when calling for, receiving, and evaluating quotations and proposals.
  - 9.6. Meeting the legal and ethical obligations in the acquisition of Goods and Services by either purchase or lease.
  - 9.7. Using appropriate purchasing techniques including negotiating contractual terms and conditions, cost reduction techniques, and cooperative buying processes.
  - 9.8. Considering the environment in all purchasing decisions and selecting environmentally beneficial Goods and Services where the additional cost is not prohibitive.
  - 9.9. Securing expense authorization, within authorized approvals, prior to any purchase except emergency purchases. All related documentation shall be retained for review and auditing.
  - 9.10. Using purchasing groups when the Town gains an advantage by doing so.
  - 9.11. Identifying and investigating a full range of potential Goods or Service providers before selecting one for an exclusive contract.
  - 9.12. Obtaining appropriate authorization for all purchasing contracts.
  - 9.13. Obtaining legal assistance or advice, if necessary, for any non-standard clauses in purchasing contract.
  - 9.14. Staff involved in the evaluation of any purchase must maintain all written or electronic notes relating to the evaluation.
  - 9.15. Undertake any training or development to ensure compliance with this policy.
  - 9.16. Failure to adhere to the requirements of this policy may lead to disciplinary action up to and including termination.
  
10. Directors are responsible for:
  - 10.1. Ensuring all purchases are performed in accordance with this policy.
  - 10.2. Delegating expense authorization in writing to the appropriate levels.
  - 10.3. Ensuring that corporate standards regarding purchases are adhered to.
  - 10.4. Ensuring bid evaluations are not biased and the evaluation team members independently undertake the evaluation and have the necessary subject expertise.
  - 10.5. Coordinating administration and the continuous review of the department's use of Goods or Services or both to ensure the Town is receiving the best quality, quantity, service, price, etc.
  - 10.6. Coordinating purchasing record keeping (RFP documentation, quotes, etc.) and retaining

records for a period of seven years for auditing purposes.

11. The Chief Administrative Officer, or Acting CAO, is responsible for:
  - 11.1. Approving all purchasing contracts on behalf of the Town that are in excess of the authorized amounts as stated in the Signing Authorities directive.
  - 11.2. Ensuring organizational compliance with this purchasing policy, applicable laws, trade agreements and regulations in force.
  - 11.3. Delegating, revoking, or amending purchasing authorities to employees.
  - 11.4. Providing training and documentation on how to utilize the Purchasing Policy efficiently and effectively.
  - 11.5. Establishing administrative policies in accordance with all applicable laws, trade agreements and regulations.
  - 11.6. Communicating regarding all developments in the field of purchasing by all government agencies and professional bodies as applicable.

#### General Purchasing Guidelines

12. Specifications should:
  - 12.1. Define the product or service required;
  - 12.2. Provide the minimum acceptable standards;
  - 12.3. Enable suppliers to bid requirements in a fair and equitable manner which allows the Town to conduct an “apples to apples” comparison of bid responses;
  - 12.4. Be written to reduce or eliminate ambiguities; and
  - 12.5. Generally document the requirements in terms of establishing a level of service or standard and the aim of avoiding reference to manufacturers or brand names if possible.
13. Technical standards must clearly delineate between mandatory requirements (e.g. CSA approved) and those which are preferable.

#### Low Value Purchase Process

14. Where the value of Goods and Services to be purchased is less than \$1,000 in any one instance, formal price comparisons are not required, although from time to time some comparisons should be done to ensure that the Town is getting the Best Value.

#### Standing Agreements

15. The Town will follow the Request for Proposal (RFP) process to obtain professional or other designated Services.
16. Contracts for professional or other designated Services will generally be for a period of three (3) to five (5) years.
17. Professional Services may include but are not limited to:
  - 17.1. Auditing services;
  - 17.2. Banking services;

- 17.3. Planning services;
- 17.4. Assessment services;
- 17.5. Legal services; and
- 17.6. Engineering and geotechnical consulting services.

- 18. The Town reserves the discretion to determine which designated Services will be subject to a standing agreement.
- 19. RFPs shall clearly state a scope of work to be covered for which professional or designated Services are to be provided.
- 20. In the RFP the Town will require bidders to supply:
  - 20.1. Resumes for professionals; and
  - 20.2. Rate schedules, including hourly rates, for the term of the standing agreement.

#### Prequalification Process

- 21. In a pre-qualification process, also known as a Request for Pre-Qualifications (RPFQ), the Town publicly requests submissions from businesses. Those businesses which meet the pre-qualifications are invited to participate in a subsequent Request for Tender or Request for Proposals.
- 22. Businesses that are not pre-qualified will not be invited to participate in the Request for Tender or Request for Proposal for the associated RPFQ.
- 23. The Town may consider a pre-qualification process when:
  - 23.1. The effort and expense incurred by businesses in preparing bids or proposals can be reduced.
  - 23.2. the Town may achieve a more efficient evaluation process, while maintaining competition to ensure quality, performance and value in the Town's procurement process.
  - 23.3. The Town is seeking engineering, architectural, other consulting services, general contractors for large scale or complex construction projects, and for the procurement of specialized equipment and technology solutions.

#### Request for Quotation Process

- 24. The Town may use a Request for Quotation when:
  - 24.1. The cost or nature of the work does not warrant the time and level of effort required for a formal process;
  - 24.2. Goods or Services are of a low dollar value and low risk to the Town; or
  - 24.3. Requirements and specifications for the Goods or Services are clearly defined.
- 25. The Town is considered the expert and the award criteria are weighted to price.
- 26. The Town will seek Request for Quotations from suppliers, where possible, when the cost of Goods and Services exceeds \$1,000 but is less than or equal to \$5,000.



27. Employees purchasing Goods and Services above \$5,000 must obtain a minimum of three written quotes unless authorized by a Director.
28. Employees purchasing Goods and Services above \$30,000 must obtain a minimum of three written quotes unless authorized by the CAO.
29. The employee should maintain and attach a record of quotes received to the purchase order or invoice.
30. When evaluating quotations, the Director shall consider the criteria identified in section 4, along with other factors that are to the best interest of the Town.
31. For Goods and Services up to and including \$30,000, the Town accepts a quote by issuing a purchase order. For Goods and Services above \$30,000, the Town accepts the quote by issuing a purchase order and a written contract.
32. Upon request for information about a Request for Quotation, the Town may release only the accepted price(s) upon request.

#### Requests for Tender Process

33. The Town may use a Request for Tender for projects up to and including \$50,000 at the discretion of the Director.
34. The Town shall use the Request for Tender process to obtain competitive prices for Goods and Services when the cost exceeds \$50,000.

#### Tender Process

35. In the tender process, the Director responsible for the item or project shall:
  - 35.1. Prepare or have prepared:
    - 35.1.1. Detailed plans, drawings or specifications, or all of them, outlining the Goods and Services to be provided; and
    - 35.1.2. Terms and conditions under which a tender is to be accepted for consideration.
  - 35.2. Publicly advertise all Request for Tenders on the Town's website, and on the Provincial electronic tendering website (Alberta Purchasing Connection). Tenders may also be advertised through the Construction Association Plan Rooms in Edmonton and Grande Prairie.
  - 35.3. Receive tenders under sealed single envelope format by a specified date and time of bid closure unless stated otherwise within the tender.
  - 35.4. Include award criteria and scoring within the Request for Tender.
  - 35.5. The Town shall accept the evaluated tender with the highest score. The highest score is the tender evaluated as being the most advantageous to the Town.

#### Request for Proposal Process:

36. The Town may use a Request for Proposal for projects up to and including \$50,000 at the discretion of the Director.
  
37. The Town may use a Request for Proposal in place of a tender for purchases where:
  - 37.1. The contract value is in excess of \$50,000; and
  - 37.2. The contract is for Goods and Services and the value of the Services exceeds the value of the Goods.
  
38. Request for Proposal is the preferred method when seeking out proposals for consulting and professional Services.
  
39. In the Request for Proposal process, the Director responsible for the item or project shall:
  - 39.1. Prepare or have prepared on its behalf, detailed plans, drawings or specifications or all of them outlining the Goods and Services to be provided as well as the terms and conditions under which a Request for Proposal is to be accepted for consideration.
  - 39.2. Publicly advertise all Request for Proposals on the Town's website, and on the Provincial electronic tendering website (Alberta Purchasing Connection). Requests for Proposals may also be advertised through the construction Association Plan Rooms in Edmonton and Grande Prairie.
  - 39.3. Receive Request for Proposals under sealed two envelope format by a specified date and time of closure.
  - 39.4. The Town may include terms within the Request for Proposal that it may refuse any or all proposals.
  - 39.5. When a Request for Proposal is used, the Town shall accept the highest evaluated proposal, subject to the right of the Town to refuse and or all proposals.
  - 39.6. When issuing a Request for Proposal, the cost criteria shall be no less than 10% and no more than 30%. The CAO and the responsible Director shall determine the percentages for cost criteria.
  - 39.7. The Town shall include award criteria and scoring weights for each criteria within the Request for Proposal.

#### Award Criteria

40. The Town may consider some or all the factors identified within this policy, in combination and not necessarily in their order of importance, in reviewing Request for Quotations, Request for Tenders, Request for Proposals and awarding contracts.
  
41. The Town reserves the right to accept or reject any or all tenders and to waive irregularities and informalities at its discretion. The Town reserves the right to accept a tender other than the lowest tender without stating reasons. Without limiting the generality of the foregoing, the Town may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision.

42. The Town reserves the right to cancel the award related to any purchasing method detailed in Section 0 - Purchasing guidelines at any time up to Contract award, and shall ensure that the confidentiality of any Bid submitted is maintained in accordance with the provisions of the Freedom of Information and Protection of Privacy Act (FOIP Act).

#### Use of Purchasing Groups

43. The Town may enter into agreements or utilize Purchasing Groups with any government body (such as Rural Municipalities Association and Alberta Municipalities including AMSC), municipal association, ministry, agency, corporation or authority on a co-operative or joint basis for purchases of Goods or Services or both where there are economic advantages of doing so and such purchases comply with this policy.

#### Emergency Purchases

44. An Emergency Purchase occurs when a situation presents itself which requires serious and immediate attention which may not be reasonably met by any other procedure and includes the following limitation:

- 44.1. A condition where lack of Goods or Services may adversely affect the functioning of the Town of Peace River, residents, public property, private property, the environment or endanger the health of the public.
- 44.2. Interim contractual arrangements following the expiration, abandonment, or breach of a Contract; or the receipt of unacceptable Bids.

45. Emergency Purchases are to be completed in an expedient manner but should take economy into consideration.

46. In each case the authorizing person within their authorized purchasing limit is required to report in writing the Emergency Purchase to the next level of authority with a copy to the Chief Administrative Officer.

#### Sole Source Purchases

47. Town employees must obtain written approval of the Sole Source acquisition by the Chief Administrative Officer for exceptions to the requirement for Requests for Quotations and Requests for Proposals within this policy. Instances in which Sole Source acquisition may be appropriate include:

- 47.1. Where the compatibility of a purchase with existing equipment, facilities or service is a paramount consideration and the purchase must be made from a single source.
- 47.2. Where an item is purchased for testing or trial use.
- 47.3. Notwithstanding anything in this policy, where a purchase is determined by Council to be fair and reasonable and is made from a non-profit corporation supported by the Town.
- 47.4. Where the only supplier is a department, agency, or utility of the federal, provincial, regional, or municipal government.
- 47.5. Where the acquisition is of a highly specialized nature or is available from only one supplier or both.

### Information Technology

48. The Town will purchase information technology that is compatible with the current environment and strategic plans for information technology.
49. The Director of Corporate Services will approve and facilitate purchases of information technology (both hardware and software).
50. Department Directors will involve the Corporate Services Department in the early stages of specifications of information technology so that Corporate Services can advise on standards, compatibility, project feasibility, and cost and manpower estimates.

### Bid Irregularities

51. Schedule "B" sets out bid irregularities and the Town's response.

### Supplier Performance

52. The Director shall monitor and document the performance of suppliers providing Goods or Services or both to that department. The Director and CAO shall be notified in writing when the performance of a supplier has been unsatisfactory.
53. The Town may, in its sole discretion, disqualify a supplier from bidding on any Bid Solicitation or reject a Bid if a supplier:
  - 53.1. Has, at any time, threatened, commenced or engaged in legal claims or litigation against the Town;
  - 53.2. Is involved in a claim or litigation initiated by the Town;
  - 53.3. Previously provided Goods or Services or both to the Town in an unsatisfactory manner;
  - 53.4. Has failed to satisfy an outstanding debt to the Town exceeding \$10,000;
  - 53.5. Has a history of illegitimate, frivolous, or invalid claims against the Town;
  - 53.6. Provides incomplete, unrepresentative references or receives unsatisfactory external or internal references or both in a reference check undertaken by the Town.
  - 53.7. Has engaged in conduct contrary to Town policies that leads the Town to determine that it would not be in the Town's best interests to accept the Bid.

### Contract Execution

54. Successful bidder(s) or proponent(s) who are required to execute a Contract with the Town shall provide the following items for performance of a Contract:
  - 54.1. Contract security;
  - 54.2. Proof of insurance;
  - 54.3. Certificate of Workers Compensation compliance, if applicable;
  - 54.4. Policy and Procedures related to Health & Safety;
  - 54.5. Project schedule;
  - 54.6. Accrediting credentials; and

54.7. Any other relevant documentation as may be warranted and requested at the discretion of Town.

55. The CAO or Director shall select the appropriate means to guarantee execution and performance of the Contract which include but are not limited to financial bonds or other forms of security deposits, provisions for liquidated damages, progress payments, and holdbacks.

Exercise of Contract Renewal Options

56. Where a Contract contains an option for renewal, the CAO or Director may exercise such option provided that:

56.1. The Director has determined that the supplier's performance in supplying the Goods, Services or construction has met the requirements of the Contract;

56.2. The CAO or Designate agree that the exercise of the option is in the best interest of the Town; and

56.3. Funds to meet the proposed expenditure are available in appropriate accounts within Council approved budget.

Contract Amendments and Revisions

57. No amendment or revision to a Contract shall be made unless the amendment is in the best interest of the Town.

58. No amendment that changes the price of a Contract shall be agreed to without a corresponding change in requirement or scope of work.

59. Amendments to Contracts are subject to the identification and availability of sufficient funds in appropriate accounts within Council's approved budget.

Prohibitions

60. The following actions are not permitted under the policy:

60.1. The division of purchases to avoid the requirements of this policy by any method, including corporate credit cards.

60.2. Purchase by any employee or member of Council of any Goods and Services for personal use.

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Elaine Manzer, Mayor

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Christopher J. Parker, CAO

## **SCHEDULE "A" – PURCHASING EXEMPTIONS**

1. The purchasing methods described in this policy do not apply to the following Goods and Services:
  - 1.1. Petty Cash items up to \$100;
  - 1.2. Expenses and payments related to payroll and employment;
  - 1.3. Training and Education;
  - 1.4. Registration and tuition fees for conferences, conventions, courses and seminars;
  - 1.5. Magazines, books and periodicals;
  - 1.6. Memberships to associations as approved by a Director;
  - 1.7. Refundable employee/councillor expenses, honorariums and committee fees;
  - 1.8. Program event entertainment as may be approved;
  - 1.9. Employer's general expenses;
  - 1.10. Medical supplies, certificates;
  - 1.11. Licenses, (vehicles, etc.);
  - 1.12. Municipal expenses such as debenture payments, grants and tax remittances;
  - 1.13. Damage claims;
  - 1.14. Medical and laboratory services;
  - 1.15. Medical and dental fees;
  - 1.16. Funeral and Burial expenses;
  - 1.17. Appraiser fees;
  - 1.18. Witness fees;
  - 1.19. Advertising for municipal events in regional news carriers;
  - 1.20. Ongoing maintenance and software licensing agreements for equipment such as computer hardware/software, telecommunications equipment, elevators, and HVAC equipment;
  - 1.21. Banking Services and Charges; and
  - 1.22. Utilities for water, gas, electricity and communications (monthly charges).

### SCHEDULE "B" – CHART OF BID IRREGULARITIES

The chart below lists some common Bid irregularities and the Town’s response. The Town reserves the right to add to or amend this list at its sole discretion.

Irregularity		Response
Late Bids		Automatic rejection
Unsealed Envelope		Automatic rejection
Insufficient Financial Security	No Bid deposit, uncertified cheque, or financial security not an original	Automatic rejection
	Amount of Financial Security is insufficient	Automatic rejection (if expressed as a percentage of the total Bid sum and the insufficiency is trivial or insignificant, rejection is not required)
	Name, or signature of supplier, or bonding company is missing or incomplete	Automatic rejection
	Failure to provide a letter of agreement to bond (if applicable)	Automatic rejection
Bid Document - Execution	Bids completed in erasable medium	Automatic rejection
	Signature of representative authorized to bind the supplier missing or incomplete on the document	Automatic rejection
	Form of Proposal or Quotation missing or incomplete	Automatic rejection
	Form of Tender missing or incomplete	Automatic rejection
	Signature of witness, if required, missing or incomplete	Automatic rejection
	Date of Bid missing or incomplete	Automatic rejection
Bids received on documents other than those provided or specified by the Town		Automatic rejection

Bids containing minor obvious clerical errors or mathematical errors	Unless otherwise stated in the Bid, the unit price shall prevail, and the total Bid price shall be adjusted accordingly. The Town reserves the right to waive initialing and accept Bid as corrected.
Incomplete, illegible, or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed).	Automatic rejection
Document, in which all necessary Addenda have not been acknowledged.	Automatic rejection
Failure to attend mandatory site visit (if required)	Automatic rejection
Qualified Bids (Bids qualified or restricted by an attached statement)	Automatic rejection