

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 174-79

BEING A BY-LAW TO DEFINE THE DUTIES AND RESPONSIBILITIES OF THE PURCHASING AGENT: AND TO ESTABLISH, AND DEFINE THE ADMINISTRATION AND FUNCTION OF A CENTRAL PURCHASING DEPARTMENT.

WHEREAS the Council of the Corporation of the City of North Bay considers it advisable to establish a Central Purchasing Department, and to define the administration and function thereof, and the duties and responsibilities of the Purchasing Agent of the Corporation;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS:

1. In this By-law,
 - (a) "City" means the Corporation of the City of North Bay;
 - (b) "City Administrator" means the City Administrator of the Corporation of the City of North Bay;
 - (c) "City Engineer" means the City Engineer of the Corporation of the City of North Bay;
 - (d) "City Solicitor" means the Solicitor of the Corporation of the City of North Bay.
 - (e) "City Treasurer" means the Treasurer of the Corporation of the City of North Bay.
 - (f) "Director of Planning and Works" means the Director of Planning and Works for the Corporation of the City of North Bay;
 - (g) "Council" means the Municipal Council of the Corporation of the City of North Bay;
 - (h) "Goods" includes all supplies, materials, services, publications, and every other commodity or service purchased or engaged by the City, excluding services of the City employees for which salaries are paid by the City;
 - (i) "Purchase Order" means the form approved by the City Administrator from time to time as the Purchase Order;
 - (j) "Purchasing Agent" means the Purchasing Agent for the Corporation of the City of North Bay as appointed from time to time by by-law;
2. The Purchasing Agent shall have the following duties, powers and responsibilities:
 - (a) To have charge of and be responsible for Central Purchasing Department;
 - (b) To have responsibility under the direction of the City Treasurer for the purchase, storage and distribution of goods required by the City;
 - (c) To co-ordinate the storage of purchased goods in one or more warehouses and administer in connection therewith an efficient system of stores control based on perpetual inventory, maintaining therein on a continuous basis such quantities of goods as will fulfill the estimated needs of the City;

- (d) To maintain an accounting system for the warehouse storage operation, which system shall meet the requirements of the City Treasurer, and be subject to audit;
 - (e) To group, correlate, and unify, so far as possible, requirements of the City, and through standardization where practicable, reduce the varieties of goods used by the City to the smallest number consistent with the needs of the City; to this end he shall consult with the City Engineer and the heads of other departments of the City;
 - (f) To obtain from the heads of the departments of the City, estimates of future requirements of such departments so that the quantities of goods which should be contracted for in advance of actual current need can be determined;
 - (g) To be responsible for the issuing of all tender calls and distributing the associated documents to prospective bidders for all tenders other than those relating to capital construction contracts. The City Engineer or head of the department concerned shall supply the Purchasing Agent with a sufficient quantity of contract documents including all necessary plans and specifications;
 - (h) To be responsible for the receiving of all tenders on behalf of the City;
 - (i) Except where a non-competitive commodity is required, to ensure that all purchases are made on a competitive basis, consistent with quality, service and delivery;
 - (j) To obtain from the City Engineer and the heads of the departments of the City, from time to time, itemized lists of all goods which have been worn out or scrapped, or which are no longer used or have become obsolete. Should any of such goods not be useable by any other department, he will arrange for the disposal of same, in a manner approved in writing by the City Administrator;
 - (k) To visit suppliers when necessary to assess the ability of a supplier to meet specifications and expedite deliveries to the City;
3. Each Department of the City shall from time to time supply the Purchasing Agent with such information, specifications, and other material as may be required by him in the discharge of his duties.
4. The following procedures apply to purchases of goods by the City:
- (a) Every purchase of goods shall be covered by a Purchase Order.
 - (b) Each department of the City shall make requisition to the Purchasing Agent for its requirements; each requisition shall be signed by the head of the department concerned or by an authorized member of his department.

- (c) The Purchasing Agent shall not order goods the purchase of which has not been authorized by Council, except goods required for current needs.
 - (d) Authorization of capital work by Council constitutes authorization for any purchases necessary to carry out such work.
 - (e) The Purchasing Agent is authorized to order goods to the amount of Two Thousand and Five Hundred Dollars (\$2,500.00) in such manner and from such supplier and upon such reasonable terms and conditions as he shall deem advisable.
 - (f) The Purchasing Agent, with the prior written approval of the City Administrator, is authorized to order goods to the amount of Five Thousand Dollars (\$5,000.00) and transit equipment replacement parts to the amount of Ten Thousand Dollars (\$10,000.00) in such manner and from such supplier and upon such reasonable terms and conditions as he shall deem advisable.
 - (g) The Purchasing Agent shall not order goods to an amount exceeding Five Thousand Dollars (\$5,000.00) without requesting and obtaining sealed tenders for such goods unless specifically authorized so to do by a Resolution of Council.
 - (h) The rental of construction equipment shall be exempted from provisions of this By-law and such equipment rental shall be subject to the policy of Council as may be adopted from time to time.
5. The tender procedures set out in the "Municipal Tendering Procedures Manual", attached as Schedule "A" hereto apply to all city tenders.
6. The Purchasing Agent shall report in writing to the Clerk of the City on the results of tenders with his recommendation as to which tender, if any, should be accepted by the City; provided that recommendations as to tenders for construction and maintenance contracts shall be made by the Director of Planning and Works of the City.
7. (a) Any local Board or Commission of the City may request Council to make the services of the Purchasing Agent available to such Board or Commission. If such services are provided, they shall be governed by the terms, stipulations, and procedures set forth herein, with the "Board" or "Commission" substituted for the word "department" wherever the latter appears.
- (b) The Purchasing Agent shall report in writing on such tenders with his recommendation, as to which if any should be accepted. Such report shall be forwarded to the "Board" or "Commission" for approval.
8. Notwithstanding Section 4 of this By-law, for emergency situations,
- (a) purchases of goods may be made directly by a department head, or his authorized representative where the immediate purchase of goods is essential to prevent disruption of the work in any department, danger to life, damage to property or disruption of service to the public; provided however, that where such goods are so purchased the department

head shall on the immediately following working day, submit to the Purchasing Agent an emergency requisition for such goods;

- (b) The Purchasing Agent in co-operation with department heads of the City has authority to arrange for and to issue requisitions to selected suppliers on a regular basis, provided detailed confirming Purchase Orders are subsequently issued so as to cover the goods so purchased.

9. (1) The Treasurer may pay for any goods purchased on behalf of the City upon receipt of:

- (a) A materials receipt form signed by an authorized employee of the City other than the Purchasing Agent acknowledging receipt of the goods on behalf of the City; and
- (b) A priced copy of the Purchase Order, signed by the Purchasing Agent or his delegate. In cases where it is impracticable to establish prices on Purchase Orders, or where the price on the invoice differs from the Purchase Order by more than ten per cent (10%), the Purchasing Agent, shall approve the invoice for payment.
- (c) Paragraphs (a) and (b) do not apply to utility invoices consisting of charges for the supply of water, electricity, gas and telephone equipment rental.

(2) The Treasurer is authorized to pay for work performed or materials supplied in accordance with any contract entered into by the City upon receipt of

- (a) A Progress Certificate, or
- (b) other evidence satisfactory to the Treasurer that the work has been performed or the material supplied.

which certificate or evidence has been signed by:

- (a) The Director of Planning and Works or his authorized delegate;

or

- (b) by the department head directly responsible for the performance of the contract,

provided that final payment certificates are subject to approval of Council prior to payment thereof.

(3) In the case of contracts to which The Mechanic's Lien Act applies, the Treasurer shall not make any payment or partial payment without the prior written approval of the City Solicitor.

10. By-law Numbers 4-70 and 36-76 are hereby repealed.

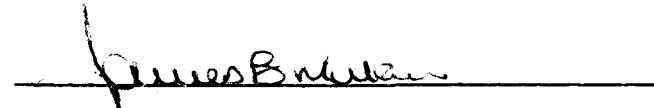
This By-law shall take effect as of and from the date of final passing thereof.

READ A FIRST TIME IN OPEN COUNCIL THIS 17TH DAY OF SPETEMBER, 1979.

READ A SECOND TIME IN OPEN COUNCIL THIS 1ST DAY OF October ,1979.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY ENACTED AND PASSED THIS 1st DAY OF October ,1979.



MAYOR

DEPUTY CITY CLERK

THIS IS SCHEDULE "A" TO BY-LAW NO. 174-79

THE CORPORATION OF THE CITY OF NORTH BAY

MANUAL OF MUNICIPAL TENDERING PROCEDURES

1:01 DESIGNATED OFFICIALS

The designated officials have the following functions to perform:

- (1) Purchasing Agent - shall have responsibility for the issuing, recording, receiving and safekeeping of tenders.
- (2) Tender Opening Chairman - an elected member of City Council having responsibility for the recording and checking of tender bids.
- (3) Adjudicator - an appropriate Departmental representative who shall have responsibility for the answering of queries from prospective bidders, the reviewing of bids received and the preparing of a report and recommendations to Council.

Depending on the tender, the Purchasing Agent may also fulfill the function of Adjudicator.

1:02 ADVERTISING

In order to attract as many competent bidders as possible, requests for tenders will be advertised at least three times in the North Bay Nugget. In the case of major construction projects, requests for tenders will also be advertised in at least one major construction trade publication.

The tender advertisement shall contain the following information:

- (a) The name - Corporation of the City of North Bay
- (b) The contract number
- (c) The type of work
- (d) The official designated to receive tenders
- (e) The time of tender closing
- (f) The location of the work, if applicable
- (g) The location where tender documents may be obtained
- (h) The charge, if any, for contract documents
- (i) The type and amount of security deposit that must accompany the tender.
- (j) The time and place of tender opening
- (k) Information that "The lowest or any tender, not necessarily accepted."

1:03 RELEASE OF INFORMATION TO BIDDERS

Upon the request of a prospective bidder the Designated Official shall supply the following material for each contract:

- (i) Two copies of the official tender form
- (ii) One standard tender envelope of distinctive colour
- (iii) Tendering material which shall include specifications and plans as may be appropriate
- (iv) An agreement to bond form if required.

1:04 RECORDING AND CONTROL OF TENDERING MATERIAL

A list of plan takers shall be maintained by the Designated Official responsible for issuing tendering material. The list shall be available to the public and shall contain the prospective bidder's name, address and telephone number.

1:05 TENDER REQUIREMENTS

Tenders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- (a) The correct Tender Form, as supplied by the Corporation must be used and in the possession of the official designated to receive tenders, or his duly authorized representative on or before the Tender Closing Date and Time. BIDS RECEIVED AFTER CLOSING TIME WILL NOT BE CONSIDERED.
- (b) The tender must be legible, written in ink or typewritten and ALL ITEMS MUST BE BID, where stipulated, with the unit price for every item and other entries clearly shown.
- (c) Alternative proposals will not be considered unless requested in the tender documents.
- (d) Adjustments by telephone, telegram or letter to a Tender already submitted will not be considered. A Bidder desiring to make adjustments to a Tender must supercede it with a later Tender submission.
- (e) The Official Tender envelope supplied by the Corporation must be used for tendering purposes without any extra exterior covering. Provision shall be made on the Tender envelope for the Contract Number, closing date and actual time of receipt.
- (f) The Tender Form must be signed in the space(s) provided with the signature of the bidder or of a duly authorized official of the organization bidding. If a joint bid is submitted, it must be signed on behalf of each of the bidders, and if the signing authority for both bidders is vested in one individual he shall sign on behalf of each bidder.

In the case of an incorporated company the Corporate Seal must be affixed to the Tender Form.
- (g) Erasures, overwriting or strike-outs must be initialed by the person signing on behalf of the organization bidding.
- (h) The Tender shall be accompanied by an Agreement to Bond, if required, and a tender deposit in the form of a certified cheque or money order made payable to the CITY OF NORTH BAY in the amount specified in the tender. These documents must be enclosed in the same envelope as the tender.

1:06 DEPOSIT REQUIREMENTS

At the discretion of the Purchasing Agent or the respective Department Head and in accordance with the following guidelines, tender security deposits may be required.

Security deposits will not normally be required for equipment rentals or for stock items.

A one hundred dollar (\$100.00) security deposit will be required on other contracts for which the estimated total tender value is less than five thousand dollars (\$5,000.00).

A security deposit in the amount of five percent (5%) of the total tender value will be required for all tenders for which the estimated total tender value is in excess of five thousand dollars (\$5,000.00).

If the specified tender deposit requirements have not been met, the Tender shall be considered an "Improper Bid". The security deposit is held by the Corporation to ensure that the tenderer will enter into a formal contract with the Corporation, and when he does so, the security is returned to him. The security deposit of all bidders, except that of the lowest and next lowest bidder shall be returned immediately after the tender opening.

The tender shall state that the security deposit will be forfeited to the Corporation if the accepted tenderer fails to enter into the formal contract (see also withdrawal of tenders).

The only acceptable form of security deposit is cash, certified cheque or money order.

Tender deposits shall not be cashed or deposited unless the successful bidder fails to enter into the formal contract.

1:07 PERFORMANCE BONDING REQUIREMENTS

In order to protect the Corporation, security to guarantee completion of the contract is required.

For those contracts with an estimated value of \$100,000. or greater, the security will be in the form of a Performance Bond issued by an approved Bonding or Surety Company or a certified cheque or irrevocable letter of credit in a form satisfactory to the Corporation in an amount equal to one hundred per cent (100%) of the amount of the tender.

For those contracts with an estimated value less than \$100,000., no performance bond is required although the tender deposit is to be held until the contract has been completed or until the value of the holdback exceeds the amount of required deposit.

1:08 LABOUR AND MATERIALS PAYMENT BONDING REQUIREMENTS

In order to protect labour and material suppliers, the Corporation will require the successful tenderer to provide a Labour and Materials Payment Bond for those contracts with an estimated value of \$100,000. or greater. The security will be in the form of a Labour and Materials Payment Bond issued by an approved Bonding or Surety Company or certified cheque or irrevocable letter of credit in a form satisfactory to the Corporation in an amount equal to one hundred per cent (100%) of the amount of the tender.

CHANGES TO TENDERS UNDER CALL

2:01 PREPARATION OF ADDENDUM

Interpretations should be made in reply to queries from bidders only in the form of written addendum.

An addendum will be issued when it becomes necessary to revise, delete, substitute or add to tendering material for a contract under call.

2:02 NOTIFICATION OF ADDENDUM TO PROSPECTIVE BIDDERS

A copy of each addendum shall be forwarded by registered mail or private courier to each prospective bidder who obtained tender forms for the contract.

A copy of the addendum notice shall also be stapled to each tender form not yet distributed.

If an addendum notice is prepared too late to allow notification by mail prior to the contract closing time, in addition to mailing the notice, each prospective bidder who obtained tender forms for the contract shall be notified of the revision by telegram, and the closing date shall be extended.

In addition to the above procedure, prior notice of the mailing will be telephoned to the prospective bidder.

2:03 CONTRACT EXTENSION OF TIME

When it becomes necessary to extend the closing date for receiving tenders for a contract, an advertisement setting out the new closing date shall be inserted in the publication originally used.

2:04 NOTIFICATION TO PROSPECTIVE BIDDERS OF EXTENSION OF TIME

Each prospective bidder who received tender documents shall be notified by registered mail of the extension of time. Prior notice of the mailing will also be given by telephone.

2:05 DISPOSITION OF TENDERS WHEN CLOSING DATE HAS BEEN EXTENDED

When the closing date for receiving tenders has been extended, tenders already received shall be handled as follows;

- (a) If the extension of time is two weeks or less the prospective bidders shall be advised that his tender will be returned on request.
- (b) If the extension of time is more than two weeks, all tenders shall be returned unopened.

All communication by mail shall be registered.

2:06 ACTION WHEN THE CONTRACT IS CANCELLED OR CANCELLED AND RECALLED

When in the opinion of the Corporation, it is advisable to cancel a contract under call, an advertisement shall be inserted in the same publication originally used, stating that the contract has been cancelled. Advertisements giving notice of cancellation should include information that the contract will not be recalled or will be recalled at a later date.

2:07 NOTIFICATION TO PROSPECTIVE BIDDERS OF CANCELLATION OF CONTRACT

Each prospective bidder who received tender documents shall be notified by registered mail of the cancellation of the contract. In addition, prior notice of the mailing shall be given by telephone.

2:08 RETURN OF TENDERS ON CANCELLATION OF CONTRACTS

When a contract is cancelled no tenders will be accepted.

All tenders received shall be returned unopened to the bidder by hand or by registered mail with a covering letter.

RECEIVING TENDERS

3:01 TENDER BOXES, ENVELOPES, DATE STAMPING, RECORDING, ADJUSTMENTS

(a) Tender Boxes

A secure tender box with twin locks shall be provided by the Purchasing Agent for the safekeeping of tenders and the keys for each lock shall be held by separate officials of the Corporation.

(b) Tender Envelopes

Tenders received in other than the tender envelopes supplied shall not be accepted and shall not be deposited in the tender box. When this does happen the bidder shall be advised that his tender can not be accepted and that he must use the envelope supplied or his tender will be returned unopened.

(c) Time and Date Stamping and Recording of Tenders

When a tender is received, the envelope shall be time and date stamped. If a time stamp is not available, the time received shall be noted in ink and initialled by the received and shall be deposited unopened in the tender box.

NOTE: THE NUMBER OF BIDS RECEIVED AND NAMES OF BIDDERS IS STRICTLY CONFIDENTIAL AND MUST NOT BE DIVULGED PRIOR TO THE TENDER OPENING.

(d) Official Time

To ensure accurate time, the official designated to receive tenders shall ensure that he is using the correct time.

(3) Late Tenders

Regardless of the time a bid is received, the envelope shall be time and date stamped. If the bid is for a contract already closed it shall be returned unopened to the bidder. If a tender is to be returned by mail, it shall be accompanied by a covering letter stating that the tender could not be accepted due to late arrival. The same explanation shall be given when refusing bids delivered in person.

NOTE: If a late bid is received without a return address on the envelope it shall be opened by the designated official, address obtained and then returned. The covering letter shall state why the envelope could not be returned unopened.

WITHDRAWAL PROCEDURES

4:01 WITHDRAWAL OF TENDERS PRIOR TO TENDER CLOSING

A contractor who has submitted a tender on a contract may request that his tender be withdrawn. (Adjustment or corrections to a tender already submitted will not be allowed). The withdrawal shall be allowed if the request is made before the closing time for the contract to which it applies. Withdrawal requests must be directed to the Purchasing Agent by letter, telegram or in person. Telephone requests shall not be considered.

When withdrawals are made in person, the official receiving tenders shall obtain a signed withdrawal form confirming the details. If the person is other than the Senior Official of the Company, and for letter and telegram withdrawals, the authenticity of the request must be confirmed by telephoning a responsible official of the contractor.

Tenders confirmed as withdrawn prior to being placed in the tender box shall be returned unopened to the contractor. Withdrawal notices received after the tender has been desposited shall, together with the confirmation of withdrawal be placed in the tender box. These bids are to be dealt with at the opening by announcing that the tender was withdrawn. The bid amount of a withdrawn tender shall not be read out.

The withdrawal of a tender does not disqualify a bidder from submitting another tender on the same contract.

Withdrawal requests received after the contract closing time will not be allowed. The party concerned shall be informed that the withdrawal request arrived too late for consideration.

4:02 WITHDRAWAL OF TENDERS DURING TENDER OPENING

In some instances several contracts are opened at the same tender opening. At such an opening, at the conclusion of the reading out of bids on a contract, the low bidder on that contract may withdraw any of his remaining tenders. Tenders withdrawn under this procedure cannot be reinstated.

If more than one tender is read out under the same name for the same contract and no withdrawal notice has been received, the tender contained in the envelope bearing the latest date and time stamp shall be considered the intended bid. The first tender received shall be considered withdrawn and returned to the bidder in the usual manner.

TENDER OPENING AND CHECKING PROCEDURES

5:01 OPENING TENDERS

(a) Public Opening of Tenders

Tender opening shall take place as soon as possible after closing time, preferably within two hours.

Tender openings for all contracts shall be open to the public and shall be under the direction of the Tender Opening Chairman. The Purchasing Agent and Adjudicator or their representatives shall also be in attendance at the tender opening.

(b) Opening of Tender Box

The Designated Officials holding the keys to the locks shall open the tender box, remove and sort the contents.

(c) Action on Correspondence requesting withdrawal when Tender Box Opened

Any correspondence requesting withdrawal of a tender shall be read by the Purchasing Agent who shall state the nature of the correspondence, the name of the bidder and the contract number. He shall then attach the withdrawal notice to the tender envelope which shall remain unopened.

(d) Opening and Sorting of Tenders

When the correspondence in the tender box has been dealt with, the remaining tenders shall be opened. Each tender form shall be stapled to the applicable tender envelope, the deposit cheque clipped to the tender form and the tenders sorted according to the contract number.

(e) Action on "Unknown" Tenders at Tender Opening

Any tender that does not have the contract number on the envelope shall be opened and placed with the other tenders for that contract. If the tender closing date is not the same date, the envelope shall be resealed and identified as to contract number.

(f) Action of Correspondence Found Enclosed in Tender Envelopes

If correspondence is found enclosed with a tender in the tender envelope, that tender shall be considered to be an "IMPROPER BID" and shall be so noted in the record of tenders opened and the tender read out in the normal manner. This correspondence and the tender shall be referred to the Adjudicator for consideration and subsequent recommendation to Council.

(g) All Tenders Must Be Accounted For

When tenders have been opened and sorted, the Tender Opening Chairman shall check the number of tenders opened to ensure that all tenders received are accounted for. If a discrepancy occurs, the tender opening proceedings shall be delayed until all tenders have been accounted for.

(h) Reading Out of Bid Amounts

When all tenders have been accounted for, the Purchasing Agent shall announce for each contract, the contract number, and the number of bids received and for each tender, the name of the bidder and total bid amount.

(i) Listing of Information Read Out

After reading out the bid amount the Purchasing Agent shall prepare a list of the bids received recording the name of each bidder, the amount of the tender and the deposit cheque amount on the Record of Tenders Opened.

(j) Action When Correspondence Requesting Withdrawal Attached To Tender

When, during the reading out of tenders, the official encounters a tender that has correspondence requesting withdrawal attached, he shall read out the contract number and the bidder's name and indicate to those in attendance that the tender is previously announced as withdrawn at the request of the bidder.

The bidder's name for each withdrawn bid shall be recorded immediately following the names of the bidders whose tenders will be considered, noting the method and date of withdrawal.

NOTE: If, during the reading out of tenders, the official receives a tender with correspondence other than a withdrawal request attached, he shall read out the tender in the normal manner.

(k) Action When All Tenders Have Been Read Out and Recorded

When all tenders for a contract have been read out and the information has been recorded, the Chairman shall close off the Record of Tenders Opened by drawing a diagonal line in the unused space under the information listed. The members of the Tender Opening Committee shall sign the form. The tender documents are to be considered confidential documents until such time that the contract is awarded by City Council.

(l) More Than One Tender Under Same Name

During the reading out of tenders the Purchasing Agent shall check for more than one tender under the same name (without a Notice of Withdrawal). If this situation occurs, it shall be dealt with as in 4:02.

If two tenders for the same contract are received in the same tender envelope and both are properly executed and the prices differ, the lower price shall be considered the intended bid, and this shall be so noted in the report to the City Council.

(m) Preparation of Notice of Withdrawal of Tender During Tender Opening

A contractor read out as low on a previous contract who desires to withdraw a tender(s) during an opening shall attest in writing to his identity and state the contract(s) on which he desires to withdraw. The Notice of Withdrawal of Tender must be signed by the Contractor. This Notice must be handed to the Chairman before the reading out of the first tender on the contract(s) to which it applies.

The Chairman shall have the completed notice attached to the applicable tender. The Official presented with the tender and withdrawal notice shall read out the bidder's name and announce that the tender has been withdrawn in accordance with established procedure.

The Official shall not read out the bid amount of a withdrawn tender.

NOTE: A contractor who withdraws a bid on the strength of being read out as low bidder on a previous contract does not have the right to reinstate the withdrawn tender if subsequent checking proves that his tender on the previous contract was not in fact low.

5:02 CHECKING TENDERS

The purpose in checking tenders is to determine whether -

- (i) all tendering requirements have been met
- (ii) all unit prices have been correctly extended
- (iii) the extensions have been correctly totalled

Tenders which do not conform to tender requirements or which require mathematical correction(s) shall be deemed "Improper Bids".

NOTE: All checking shall be completed by the Adjudicator immediately following the opening of tenders.

All tender documents shall be checked to ensure that:

- (1) The bidder's name and tender amount shown on the Record of Tenders Opened is correct
- (2) The tender form is signed as necessary, sealed or witnessed.
- (3) the correct tender form and envelope have been used
- (4) each tender envelope is time and date stamped prior to the contract closing time.
- (5) the deposit (when applicable) is sufficient and in an acceptable form
- (6) each item on the tender has been bid
- (7) all extensions and the total for each tender are correct. If an extension or total is incorrect, the checker shall cross out the incorrect figure shown on the tender form, enter the correct figure in red above it and initial the entry. If the extensions and total are correct the checker shall initial each tender adjacent to the total certifying that it has been checked.
- (8) the tender is free of restrictions or alterations
- (9) all other tendering requirements have been met

AWARD PROCEDURES

6:01 CONTRACT ON WHICH ALL BIDS ARE IN ORDER

When tenders have been checked, the Adjudicator shall review the bids in order to recommend an award.

6:02 CONTRACT ON WHICH IMPROPER BIDS HAVE BEEN RECEIVED

Following completion of the checking procedures outlined in 5:02, bidding infractions, if any, shall be noted on the Record of Tenders Opened. This notation must clearly state the reason the bid is considered improper. The Adjudicator shall review all tenders noted as improper and shall note such fact in his report to Council.

6:03 BASIS OF DECISIONS ON REJECTION OR ACCEPTANCE OF IMPROPER BIDS

The recommendation as to whether an improper bid shall be rejected or accepted shall be based upon the following general considerations.

- (i) is the intention of the bidder clear?
- (ii) has the bidder made a conscientious attempt to comply with the Tender Requirements?

Extreme care must be exercised by the Adjudicator to ensure that Improper Bids are handled in a manner which is fair to other bidders as well as to the public.

The following guidelines should be used:

- (a) Late Bids - must be rejected
- (b) Tender Form or Envelope not used - must be rejected
 - (i) bids received on other than supplied tender forms must be rejected
 - (ii) bids received in other than the tender envelope supplied must be rejected
- (c) Bids Not Completed in Ink or by Typewriter - must be rejected
- (d) Incomplete Bids (all Items Not Bid) - must be rejected.

Part bids must be rejected except when the tender form clearly states that an award may be made for individual items.

- (e) Qualified Bid - may be rejected

If a bid is restricted by a statement added to the tender form or a covering letter of alterations to a tender form are made, the tender may be rejected. The Adjudicator shall review the matter and make a recommendation to Council.

- (f) Bid not Signed - must be rejected.
- (g) Erasures, Overwriting or Strikeouts not initialled. Providing the price is legible these bids may be accepted.

(h) Arithmetic Errors

Bids containing arithmetic corrections from the checking procedure may be accepted. Bid unit prices shall ordinarily be used to correct extensions. Where there are obvious errors such as incorrect extensions or misplaced decimals the designated official shall consider the intent of the bidder.

(i) Deposit not Submitted or of Insufficient Amount

If a cash or certified cheque is not submitted as a deposit the tender must be rejected, but if the cash, certified cheque or money order for insufficient amount is submitted, a bidder may be allowed a reasonable time to submit sufficient deposit. If the deposit is not received within the time allotted, the bid must be rejected.

(j) Agreement to Bond

If an Agreement to Bond is not submitted, the successful bidder may be allowed a reasonable time to have the Agreement properly executed.

6:04 ACTION WHEN TIE BIDS ARE RECEIVED

In the event of more than one low bid in the same amount and if in the opinion of the Adjudicator a recommendation cannot be made, the tender to be accepted will be decided by means of a draw to be held in public at a meeting of City Council or Committee of Council.

The bidders shall be advised of the time and location of the draw in order that they may be present.

6:05 DECISIONS ON IMPROPER BIDS

When an improper bid must be rejected as outlined in Section 6:03, the amount of the tender shall not be recorded on the Record of Tenders Opened but the words "Rejected Bid" shall be recorded instead.

When an improper bid is one that may be accepted as outlined in Section 6:03 it shall be noted as an "Improper Bid" on the Record of Tenders Opened along with the amount of the tender. All tenders shall then be referred to the Designated Official appointed as Adjudicator for review. In his report to Council he shall include all bids that are improper, he shall recommend acceptance or rejection of any bid, and recommend the award to the successful bidder, or if necessary, the cancellation of the contract.

6:06 DISPOSITION OF WITHDRAWN TENDERS

Following the tender opening, the officials responsible, shall return withdrawn tenders and the deposit cheques (when applicable) to the bidders by registered mail or by hand. If a tender and deposit cheque is returned by hand, a letter acknowledging receipt must be signed by the bidder or by an official identified as a representative of the bidding organization.

6:07 DISPOSITION OF DEPOSIT CHEQUES

Immediately following the award of tender, all deposit cheques other than the low and second low bidders shall be returned to the applicable bidders by registered mail or by hand.

The tender deposit cheques that are retained, shall NOT under any circumstances, be cashed except as noted in 6:11.

6:08 NOTIFICATION OF ACCEPTANCE OF TENDER

Upon the award of the contract the City Clerk shall immediately send a Notification of Acceptance to the successful bidder advising him that his tender has been accepted, and advising that documents follow for execution.

6:09 EXECUTION OF CONTRACT

When the tender has been accepted the formal contract agreement shall be submitted to the contractor for execution. The contractor shall be allowed ten working days between the date of mailing the Agreement and the date the executed contract must be returned to the Designated Official. This form of agreement is a written record of the business arrangement between the Corporation and the contractor. Items which should be included in the agreement are as follows:

- (a) the purpose of the business arrangement between the parties
- (b) the binding of heirs, assigns and successors, and
- (c) the date and place of execution and the signature

If the tenderer is a corporation, the seal of the corporation must accompany the signature. If the tenderer is a private individual his signature must be witnessed.

The signing officers that are authorized by by-law will sign the Agreement on behalf of the Corporation.

6:10 ACTION ON ACCEPTANCE OF CONTRACT

As soon as copies of the executed contract are returned and found acceptable to the Designated Official the deposit cheques of the successful bidder and the second low bidder shall be returned by registered mail or by hand.

6:11 ACTION WHEN SUCCESSFUL BIDDER DOES NOT FINALIZE CONTRACT

If a contract has been awarded and the successful low bidder fails to sign the contract or provide a contract bond, cash or other acceptable collateral within the specified time, the Designated Official 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 next higher bidder
- (ii) That the contract shall be cancelled

In the case of (i) or (ii) above, the deposit of the low bidder shall be forfeited. If a contract is to be awarded to the second low bidder his deposit cheque shall be retained until he has actually signed the contract.

If the second low bidder fails, or declines, to execute the contract if awarded to him, his deposit cheque shall be forfeited.