

**Form 1**

**MUNICIPALITY OF CASSELMAN**

**PURCHASING PROCEDURES**

The present document contains the purchasing procedures for the Municipality of Casselman and must be included as an annex, as an integral part of all the official bid documents. All tenderers must comply, without exception, with all of the following procedures.

1. Any changes to these procedures must be made in writing by the Head of Department responsible for the bid and must be sent to all individuals participating in the bid solicitation. A copy of the procedures shall be given to anyone intending to submit a bid for goods or services along with a statement indicating that the procedures have been read and understood and must be signed by the tenderer.
2. All bid documents must be signed and bear the seal of the firm or witness signature and inserted in an envelope with a bid label affixed at the bottom left side. Envelopes must be delivered to the Clerk at City Hall at 751 St-Jean Street, Casselman, **by 3:00 p.m.** local time on a **Monday** or the day specified in the bidding document.
3. All envelopes for bids must bear the date and hour they were received.
4. Bids received after the date and/or time specified will be refused. Bids received by mail after the date and/or time specified, regardless of the date or time on the postmark, will be returned unopened. The bids could be mailed or may be picked up at the Clerk's office.
5. The bid documents must be fully inserted in an envelope with a tender tag affixed at the bottom left of the envelope and must include all the requested information.
6. Unless otherwise indicated, bids will be opened in the City council room immediately after the bid closing time. All bids will be open publicly by the Clerk in the presence of the Head of Department and the names of other individuals present will be registered.
7. At the opening, if some documents are missing, the bids will be declared non-compliant. After their opening, the Clerk and Head of Department will review all the bids. A bid will be rejected when there is an agreement that it does not meet the requirements.

8. When the Clerk confirms that the bid has all the required documents and necessary information, the submitted price will be made public. All compliant bids will be reviewed by the Head of Department.
9. No announcement regarding the bid shall be made at the opening of the bids. An analytical report will be prepared by the Head of Department or consultants and will be submitted to the Council for a decision.
10. All tenderers must review the documentation provided with the bid solicitation (drawings and specifications, requirements and other) to ensure that they will be able to meet all the contract's requirements and conditions.
11. The Municipality of Casselman reserves the right to reject any or all bids and to accept any bids in the best interest of the Municipality.
12. A tenderer may withdraw its bid after being filed if the request is in writing and received at the Clerk's office prior to the opening of the bids.
13. More than one bid per firm, partnership, company or association under the same name or under different names will not be considered. Collusion between tenderers is sufficient cause to reject a bid.
14. The tenderer may submit different quotes for consideration and at its discretion, the Municipality has the right to accept or reject the quotes. In such circumstances, the Municipality of Casselman will be the sole judge.

15. Incomplete conditional or vague bids that include additional unrequired information, amendments, cancellations or irregularities may be rejected as non-compliant. However, the tenderer may submit other prices for consideration and the Municipality reserves the right to accept or reject those prices at its discretion.
16. Bids containing prices that could affect the interest of the Municipality may be rejected. The Municipality of Casselman will be the sole judge in the circumstance.
17. Should a tenderer identify a discrepancy or omission in the bid document or questions the interpretation of its content, he must clarify any questions with the Head of Department. If required, an addendum will be forwarded to all tenderers. No verbal explanation or interpretation will be given.
18. Any bids must be prepared with the form provided by the Municipality and must be signed by the tenderer. A bid prepared by a corporation must bear the seal and signature of one or more officers and the Municipality may require proof from the authority who signed on behalf of the said corporation.
19. When sub-contractors are hired, a complete list of their name, name of the owners, telephone numbers and addresses must be attached to the bid. The amount to be disbursed to the sub-contractors for their work must also be clearly identified. Following the written approval of the Head of Department or by the Municipality's consultant, the tenderer may change sub-contractors.
20. The Contractor must enter its Workplace Safety and Insurance Board (WSIB) number in the space provided in the bid solicitation (if applicable). This number is required to verify the company's standing with the Board when issuing the contract.
21. Any contingency reserve will be established by the Municipality and no tenderer shall include a contingency reserve within the bid.
22. The quantities specified in the bid solicitation shall be used as the basis for the calculation under which the bid will be awarded. Quantities are not guaranteed to be accurate and the Municipality is not responsible for variances.
23. Where unit prices and quantities do not agree with the price extensions in the bid, the unit price shall be the one selected and the total amount of the bid shall be corrected accordingly.

24. The unit or lump sum price of all items listed in quantity and unit price schedule shall be designated as compensation in return for work, including labour, equipment and material specified in the provisions, standards and additional requirements.
25. The Head of Department will notify the successful tenderer within five days after the City Council's meeting where the bid documents were accepted and the decision rendered.
26. When a deposit is required in the bid solicitation, it must be submitted in accordance with the bid solicitation and in accordance with the following:
  - 26.1 It should be noted that the deposit by cheque, money order or surety is given as a guarantee that the supplier or contractor will complete the contractual agreement with the Municipality for the delivery of a service, material or equipment specified in the bid. In the event that the tenderer and/or contractor does not complete the contract in accordance with the Agreement or does not submit the necessary documentation to the Municipality when required, the tenderer will be considered at fault and the Municipality will have the right to cash the deposit made by cheque or money order or to start proceedings with the Surety that was included with the bid solicitation. There is no recourse against the Municipality for tenderers at fault.
  - 26.2 Cheques, money orders, letters of credit and sureties are payable to the Municipality of Casselman. Within ten (10) days of the bid closing date, the Municipality of Casselman will return all deposits except those of the two (2) lowest tenderers. If errors are found in the analysis of the two lowest tenderers, then the third tenderer's deposit shall be selected. The retained deposits and all the documents required by the Municipality will be returned after the contract's completion. If the tenderer refuses or is negligent in the performance of the Contract or fails to deliver all the specified and required bid documents, within three (3) weeks after the contract is awarded, the Municipality of Casselman may at its discretion cash the deposit even if the delays are presumed expired.
  - 26.3 Tenderers will not receive any interest on deposits.
  - 26.4 If a form is attached to the bid solicitation, the bond agreement must name the Municipality of Casselman, otherwise the format of the bonding company will be sufficient
27. After being notified, the successful tenderer must respect the following procedures as per the bid solicitation.

- 27.1 The successful tenderer shall complete the contract and send deposits, insurance policies, valid certificates from the Workplace Safety and Insurance Board as requested by the Municipality, within three (3) weeks of the date the contract was awarded and must be maintained until the work is completed.
- 27.2 Failure to complete the contract or to return the deposit of sureties, insurance policies and valid certificates of the Workplace Safety and Insurance Board within the required timeframe, will be sufficient cause to cancel the contract and retain the deposits. The retention of a deposit is not considered as a fine but as a reimbursement for damages incurred. The Municipality of Casselman can then hire the services of another tender or restart the bidding process.
- 27.3 After a contract is awarded, the Contractor must provide its performance bond in the format specified in the bid document. This performance bond must meet the requirements of the Municipality of Casselman.
- 27.4 The performance bond must guarantee that the work will be done and completed satisfactorily or that the goods delivered or both will be in accordance with the terms of the contract. Therefore, the bonding company will be liable when the tender is liable to pay. Without limitation, this bond will cover all extras to the contract, amendments and a twelve (12) month warranty. The surety bonding company will not replace the main contractor or sub-contractors without the approval of the Head of Department or by the Municipality's consultants.
- 27.5 After the contract is awarded, the Contractor must provide the Municipality with a certified copy of an insurance policy as detailed in the bid document. The minimum amounts of insurance are as follows:  
\$2,000,000 - General Liability  
\$2,000,000 - Automobile (Third Party Liability)  
\$2,000,000 - Homeowners (e.g. for the rental of facilities)  
\$5,000,000 - General and Automobile Liability (Liability for Third Parties) - Work for the majority of Public Works Department projects.  
2,000,000 - Responsibility for professional errors and omissions, site insurance - at the cost of the project

This policy shall contain:

- 27.5.1 a clause or an endorsement of reciprocal liability;
- 27.5.2 an endorsement certifying that the Municipality of Casselman and the successful tenderer are mentioned as additional insured;

- 27.5.3 an endorsement stating that the policy or policies will not be altered cancelled or terminated without a 30-day written notice to the Municipality of Casselman.
  
- 27.6 the contractor's liability insurance policy shall not contain any exclusion from liability for damage to property, buildings or grounds resulting from:
  - 27.6.1 the removal or weakening of support of any property, building or land, support being natural or other;
  - 27.6.2 the use of explosives for blasting purposes;
  - 27.6.3 vibration due to drilling or working in a box. The minimum protection for such loss or damage shall be \$5,000,000.
  
- 27.7 The liability insurance policy and / or endorsements must be satisfactory to the Municipality of Casselman
  
- 27.8 When required and upon receipt of the Contract, the Contractor shall maintain and pay an all-risk construction insurance policy, satisfactory to the Municipality of Casselman, which will identify the Municipality and the Contractor as the 100% beneficiaries of the value of the contract. Monies paid by the insurance company will be received by the Municipality of Casselman, which will disburse the amount required to replace, rebuild or repair the work and replace the materials that have been damaged or destroyed according to the Head of Department or consultants. The rest will be given to the Contractor when completed. Replacement, reconstruction and repair will be carried out under the same terms and conditions stipulated in the original contract. The all-risk construction insurance policy will remain in the custody of the Municipality of Casselman and kept in force by the Contractor until the work is completed and approved by the Head of Department.

- 27.9 The Head of Department will notify the successful tenderer, within five (5) business days following the rendering of the decision by City Council. Prior to the beginning of the work, the successful tenderer will be required to submit performance deposits and certified copies of the necessary insurance policies, as required in the contract. Work may begin once all the required documentation has been received and approved by the Municipality.
- 27.10 The contractor shall provide and maintain in good order first aid kits and equipment required by the Workplace Safety and Insurance Board First Aid Regulations for the work being performed.
- 27.11 The successful tenderer shall process all claims immediately, including insurance claims, sub-contractor complaints, etc. If a complaint is resolved to the applicant's satisfaction, the successful tenderer will forward a copy of the applicant's release to the Head of Department.
- 27.12 According to the Health and Safety Act, the Contractor performing the contract clearly recognizes that he/she/it is the builder.
- 27.13 Payments to the Contractor and holdbacks, releases and progress certificates and completion of the said contract will be in accordance with the Construction Act, R.S.O, 1990.
- 27.14 In the bid price, the Contractor will have planned a provision for the publication of the copy of the contract progress certificate in the "Daily Commercial News" within seven (7) days of receipt of the certificate, to facilitate the reimbursement of retainers according to the progress certificate.
- 27.15 The successful tenderer will be responsible for all permits.
- 27.16 The contract shall be completed within the timeframe specified in the bidding document or as per the contract.

**MUNICIPALITY OF CASSELMAN**

**TENDERER'S CERTIFICATION**

TITLE OF THE BIDDING DOCUMENT: \_\_\_\_\_

BIDDING DOCUMENT NUMBER: \_\_\_\_\_

1. I / We examined the terms and conditions of all the forms included in the bidding document.
2. I / We have read and understood all the terms and conditions of all the forms included in the bidding document.
3. I /We understand that if our bid is successful, all the requirements for the successful tenderer, as mentioned in the bid document, will be met and completed in the time and manner required.

Signed at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Title