

Town of Radisson	POLICY	NO.	2023-06
	POLICY TITLE: Purchasing Policy	EFFECTIVE DATE:	
		APPROVAL DATE:	
		Date Amended:	Resolution No.:

1.0 PURPOSE

- 1.1 To guide the **Town of Radisson** to ensure value for all expenditures, control over the purchase of goods and services, fair competition, and to establish limits on purchasing authority.

2.0 DEPARTMENT(S) AFFECTED (SCOPE)

- 2.1 Department(s) Affected: **ALL DEPARTMENTS**
- 2.2 All Municipal expenditures shall be made in accordance with this policy.

3.0 DEFINITIONS

- 3.1 The following terms are defined as such but limited too:

“Administrator”: means the Administrator for the **Town of Radisson** as outlined in *The Municipalities Act*.

“Capital Spending”: means any expenditure for an asset with a life expectancy greater than one year.

“Council”: means duly elected Council of the **Town of Radisson**.

“Best Value”: means the Municipality shall purchase in the open market and shall seek the greatest possible value and services for its purchasing dollars. The placement of orders and awards of contracts shall be based on *“Best Value”* to the Municipality. This is defined as, but not limited to, the following as applicable to the purchase:

- Adherence to Government Legal Requirements (Trade Agreements).
- Price.
- Lowest Life Cycle Cost.
- Timely Delivery.
- Adherence to Conditions of Purchase.
- Adherence to Specifications.
- Resale Value.
- Suitability for Intended Use.
- Safety Standards.
- Parts Availability.
- Low Maintenance.
- Service Response Time.
- Quality of Workmanship and Product.
- Dependable Service.
- Warranty.
- Standardization.

“Bid”: means a competitive bid received from a Request for Quotation, Request for Tender, Two-Phase Bid or Request for Proposal.

“Emergency”: means a presence of imminent situation or condition that requires prompt action to prevent or limit: loss of life; harm or damage to the safety, health or welfare of people; or damage to property or the environment.

“Emergency Operational Purchases”: means a purchase made by the Administrator, Public Works Foreman or other authorized individual in order to continue operations that are typically needed on short notice for repairs resulting from plant, equipment or infrastructure failures.

“Equipment and Vehicle Capital Leases”: means equipment and vehicles acquired by capital lease must comply with the purchasing and tendering guidelines set out in this policy. As with other types of purchases, the concept of life-cycle costs should be used when evaluating capital leasing costs. In other words, lease costs should include all lease payments (exclusive of taxes) over the term of the lease and all relevant renewal periods, and where applicable, should consider any additional costs relating to the operations and maintenance of the leased equipment or vehicle.

“Expression of Interest”: means a process of obtaining standing fixed prices from three or more businesses for the on demand (as needed, short notice, short term, contract, lease or rental) supply of services and equipment for fixed project costs when additional work of a seasonal/operational nature or special project is required and the Municipality does not have the necessary equipment, time or resources to safely, efficiently and effectively complete the work or the tendering process. Expression of Interest rates shall be reviewed annually and adjusted if necessary. Once fixed on demand (as needed) prices and project costs are obtained through an expression of interest they may be used for ongoing as needed operational expenditures considering the qualified lowest fixed cost supplier. If the lowest qualified supplier is not available to perform the work the Municipality shall go to the next qualified supplier until a supplier is found.

“Invitational Tender”: means tenders in which only certain vendors are requested by direct invitation to bid on a given contract. This type of tender shall often be used after a prequalification process has been completed to short-list qualified vendors. Invitational tenders should be used for smaller projects and/or on projects requiring special skills which limits the number of qualified bidders. Advertising is not required in these instances.

“Indigenous Supplier”: means a business that is:

- (a) A limited, non-profit, or professional corporation with at least 50% of its shares beneficially owned by an Indigenous Person(s);
- (b) A sole proprietorship conducted by an Indigenous Person(s);
- (c) A partnership in which at least 50% beneficial interest belongs to an Indigenous Person(s);
- (d) A cooperative in which an Indigenous Person(s) has at least 50% of the beneficial interest of the cooperative;
- (e) A band as defined in the Indian Act (Canada) located in Saskatchewan; or
- (f) A joint venture of entities described in subclauses (a) through (e), or of a non-Indigenous business and at least one of the entities described in subclauses (a) through (e) as long as an Indigenous Person(s) has at least 50% of the beneficial interest in the joint venture.

“Local Preference”: means local supplier shall be given the opportunity to bid on supplies and services that they are able to supply.

“Local Supplier”: means a business or supplier within the Municipality’s boundaries or next closest business or supplier to the Municipality based on travel distance.

“Lowest Evaluated Bid/Quotation”: means the bid/quotation meeting the specifications at the lowest cost to the Municipality, considering such factors as suitability, price, availability, parts availability, warranty, service, related administrative or maintenance cost, disposal value, equipment, financial ability, previous experience and any other applicable criteria as established by Council as well as local supplier on procurement below the minimum thresholds set out in the New West Partnership Trade Agreement (“NWPTA”). With regard to construction contracts, further

consideration shall be; the ability to do the work, past performance on previous work and references provided. The Municipality reserves the right to make its own inquiries in evaluating the above criteria.

“Municipality”: means the **Town of Radisson**.

“Operational Spending”: means any expenditure on items whose life is normally expected to be less than one year or on repairs and maintenance to longer-term assets.

“Petty Cash”: means an imprest fund to be used for purchases up to a per transaction value set out within this *Purchasing Policy*.

“Professional Services”: means the services of a Consultant, Engineer, Environmental Monitor or Insurance Broker.

“Public Tender”: means tenders that are open to the general public; anyone may submit a bid. A description of the project and/or materials shall be advertised publicly, in a local and/or regional newspaper and/or on an electronic site, setting out detailed instructions to bidders as to how the process of competition shall be conducted.

“Purchases”: means any purchase made by the Municipality that conforms to a plan, project or program approved by Council in the budget process, in compliance with established spending limits as out in this *Purchasing Policy*.

“Qualified”: means that in the opinion of the Municipality, the contractor has the equipment, expertise and ability, physically and financially, to supply or perform the goods, services or work tendered, bid or proposed and whose past performance or references are satisfactory to the Municipality.

“Quotation”: means a verbal or written bid to provide goods and/or services. The goods and/or services are usually fairly standard amongst vendors; consequently, there is no need for in-depth proposals or tenders outlining detailed specifications and vendor qualifications.

“Request for Quotation (RFQ)”: means an invitation for a quotation or bid from an approved or qualified supplier, used for purchases of goods and services where criteria including service, quality, delivery, shall be evaluated as well as price. Is commonly used for the purchase of equipment, parts, or projects that are of a lesser value and completed/required on a regular basis (i.e. graders and small road projects, etc.). The criteria for evaluating RFQ’s is based on weighting established by Council and typically includes price, qualifications/abilities of bidder and any other available criteria.

“Request for Proposal (RFP)”: means a formal request for sealed Proposals similar to the Tender system which seeks the creative input of the marketplace. It details the “what,” the “when,” and the “why” but not the “how”. An RFP seeks the best value through the competition of rival proponents. It describes in detail the project to be undertaken, the intended result of the project and the criteria for choosing the successful Contractor. A tender pre-qualification may be incorporated into the prices based on the established criteria. RFP proposals are ranked based on weighted criteria as established by Council.

“Spending Limits”: means the maximum amount that can be expended without exceeding the authority to do so.

“Standard Billing Items”: means regular operational spending that is necessary to ensure the efficient, effective and safe day to day operations of the Municipality such as wages, benefits, deductions, telephone, heat, power and others as provided for in separate Policy or Bylaw.

“Telephone/Email Quotation”: means the process of securing a price quotation by telephone or email.

“Tender”: means a bid or an offer to provide goods and/or services that are submitted in response to an invitation that indicates in very specific terms what the Municipality requires.

“Tender VS. Non-tendered Purchases”: means goods and/or services costing in excess of the limits (excluding taxes) set in the **Purchasing Guidelines** (see 6.1) must comply with the procedures established under the Municipality’s tendering guidelines. Purchases and/or expenditures less than the set limits, as well as recurring, noncompetitive expenditures may be exempt from formal tendering procedures but must adhere to the Municipality’s purchasing guidelines. There may also be other exemptions outlined in Municipal Bylaw or Policy that fall outside of the Municipality’s Purchasing Guidelines such as, but not limited to Expenditure Authorization Bylaw.

4.0 POLICY

4.1 This policy states that the **Town of Radisson** shall:

4.1.1 Ethics in Purchasing

Municipal staff involved in contracting with suppliers for goods and/or services must comply with the “Values and Norms of Ethical Behavior” and the “Rules of Conduct” as stated in the Professional Code of Ethics established by the Purchasing Management Association of Canada (PMAC). These sections are intended to emphasize a fair and competitive process for the acquisition of goods and/or services.

4.1.2 Conflict of Interest

An employee cannot participate in a purchasing decision that involves a direct relative, a person married to a direct relative, or a person sharing the same household as the employee. A direct relative is defined as a spouse, common-law partner, parent, grandparent, grandchild, brother, sister, son, or daughter.

4.1.3 New West Partnership Trade Agreement (NWPTA)

NWPTA is applied to all government procurement. It requires open and nondiscriminatory procedures in the purchase of:

- 1) Goods of \$75,000 or greater.
- 2) Services of \$75,000 or greater.
- 3) Construction of \$200,000 or greater.

There are some exceptions to procurement under the Agreement, including:

- 1) Procurement of health and social services, and services provided by lawyers and notaries.
- 2) Purchases from philanthropic institutions, prison labour or persons with disabilities.
- 3) Purchases from a public body or non-profit organization.
- 4) Goods purchased for representational or promotional purposes.
- 5) Goods required in response to an unforeseeable situation of urgency.
- 6) Goods intended for resale to the public.

See <http://www.newwestpartnershiptrade.ca> for more information.

5.0 RESPONSIBILITIES

- 5.1 Council shall review this policy every three years for compliance and effectiveness of the policy.
- 5.2 The Administrator is responsible for ensuring compliance with this policy.
- 5.3 The person responsible for initiating the purchase shall ensure that all capital items acquired have been identified in the Budget and fully approved by Council prior to acquisition.
- 5.4 This policy cannot be amended without Council approval, though all Appendices may be amended from time to time.

6.0 QUOTATION/RFQ/RFP ACCEPTANCE CRITERIA

- 6.1 In all cases the Municipality reserves the right to refuse any or all tenders, bids or proposals where it is deemed to be in the best interest of the Municipality to do so.
- 6.2 In the case of public tenders, the Municipality shall accept the lowest qualified tender or bid meeting the Municipality's specifications, unless the tender documents set out additional and/or other acceptance criteria.
- 6.3 For greater certainty, qualified means that, in the opinion of the Municipality, the contractor has the expertise and ability, physically and financially, to supply or perform the goods, services or work tendered, bid or proposed, and whose past performance or references are satisfactory to the Municipality.
- 6.4 In the case of requests for proposals, the Municipality shall accept the proposal which, in the opinion of the Municipality, best meets the requirements of the Municipality, unless the proposal documents set out additional and/or other acceptance criteria.
- 6.5 The Municipality may procure goods and services and promote and participate in viable procurement opportunities with Indigenous Suppliers.
- 6.6 The Municipality may procure goods and services and promote and participate in viable Procurement opportunities with Local Suppliers.

7.0 IMPLEMENTATION - PROCEDURE

7.1 Purchase Guidelines:

7.1.1 Approval Authority

Before any purchase is made, approval shall be obtained as per the following authorization levels (All figures excluding taxes):

- Foreman \$0 - \$500
- Administrator \$0 - \$2,000
- Resolution of Council Over \$2,001

The division of required quantities in a manner designed to reduce administrative burden or avoid the obligations of this policy is not permitted.

7.1.2 Purchases from \$0 - \$2,000 (Excluding Taxes)

- a) Quotations are required, and reasonable effort shall be made to obtain the best value.

7.1.3 Purchases from \$2,001 - \$74,999(Excluding Taxes)

- a) Requires Request for Quotation (**RFQ**) (see Appendix A)
- b) Reasonable effort shall be made to obtain **quotations** from at least three suppliers.

- c) A purchase order or some other form of approval shall be issued to the successful bidder. All of the **quotations** related to the purchase should be kept for reference.
- d) If the lowest quote is not accepted, justification should be provided and kept for the non-acceptance of the lowest **quotation**.

7.1.4 Purchases over \$75,000 (Excluding Taxes)

The vendor shall be chosen by **Tender** or **Request for Proposal (RFP)**. See Section 7.2.

7.1.5 Selection of Consultants and Professional Trade Services

Guidelines for the **Selection of Consultants** are detailed in Section 7.4

7.1.6 Lowest Bid

In general, it is the Municipality's policy to award purchases to the lowest bidder meeting all of the designated specifications. However, when arriving at the best, qualified, acceptable bid, consideration should be given to such matters as qualifications, quality, source of supply, availability, supplier's past performance and others as identified in the definitions under "**Best Value**". The Municipality reserves the right to accept other than the low bid.

7.1.7 Recurring Expenditures

Non-competitive recurring expenditures such as staff training, professional membership fees, receiver-general, utilities and those expenditures described in Bylaw No. 1-2018, Bylaw to Authorize Certain Expenditures do not lend themselves to the competitive bid process. Consequently, **quotations** and **tenders** are not required, however, these expenditures must be reviewed and approved by the administrator or by staff authorized to approve such expenditures.

7.1.8 Authorization to Proceed

Staff may proceed with authorizing expenditures based on **quotations** received (in accordance with the signing authority limits outlined in 7.1.1) providing the Municipality's purchasing guidelines have been followed and the criteria listed below have been met:

- a) The funds for the quoted expenditures in question have been budgeted for in the Approved Annual Budget.
- b) The **quotation** is within the amount budgeted for the work in question.
- c) The **lowest bidder** is being awarded the work.

7.1.9 Authority of the Administrator

The Administrator, or designate in the Administrator's absence, shall have the authority to:

- a) Call for tenders, expressions of interest and arrange for contract for the supply to the Municipality of goods, services and work as authorized in the budget.
- b) Conduct negotiations with Mayor or designate on behalf of the Municipality for the purchase, sale or exchange of land; secure options and purchases land and execute agreements for the purchase, sale or exchange of land; subject to authorizing resolution of Council.

The Administrator's authority is subject to the following limitations:

- a) Council is to be provided with a detailed monthly summary of all purchases, contracts, and services.
- b) All purchases up to \$2,000 unless otherwise stated in policy or Bylaw.
- c) Resolutions of Council required for ALL purchases/contract/services greater than \$2,000.
- d) Council authorization/approval shall be obtained before an Invitation, Public Tender, RFQ or RFP is sent out.

- e) Award contracts to a value not exceeding \$2,000 for which purpose the Foreman shall submit a report to the Administrator. Details of all expenses shall be submitted to Council for their information.
- f) Council shall be provided with a current summary of Expressions of Interests.

7.1.10 Authority of the Foreman

The Foreman, or designate in the Foreman's absence, shall be authorized to make capital and operating expenditures up to \$500 per purchase provided that a detailed monthly summary is provided to Council.

7.1.11 Petty Cash

Expenditures up to \$200 may be expended from petty cash. Receipts for purchases made from petty cash shall be signed by the expending staff member and placed in the petty cash box.

7.1.12 WorkSafe Saskatchewan

- a) Vendors supplying services to the Municipality are to provide evidence of WorkSafe Saskatchewan (WCB) coverage. If using subcontractors, vendors are to provide evidence that the subcontractor is covered by WorkSafe Saskatchewan (WCB).
- b) For Vendors who are unable to obtain WorkSafe Saskatchewan (WCB) coverage, the cost of the premiums that the Municipality would be required to remit to WorkSafe Saskatchewan (WCB) for the labour provided shall be added to the cost quoted by the vendor when selecting a supplier.

7.1.13 Selection of Supplier

The selection of suppliers shall be based on the "**Best Value**" to the Municipality as defined in this policy. Suppliers of goods and services to the Municipality who operate their businesses in the Municipality must hold a valid business license at the time of supply.

7.2 Tendering and Requests for Proposals (RFP) Guidelines

7.2.1 Calls to Tender or RFP

- a) Purchases estimated to be in excess of \$75,000 (excluding taxes) or considered to be of sensitive nature must be approved by the Administrator and may be tendered. Whether a **Public Tender**, **Invitational Tender**, or **RFP** is used shall be based on the Administrator's judgment as to which process is the most cost-effective and provides bids from qualified vendors that are competitive and representative of the marketplace.
- b) An effort should be made to solicit Tenders or Proposals from at least three suppliers. If an **Invitational Tender** is used, a prequalification process may be employed whereby contractors are requested to provide expressions of interest (**REOI**) or qualifications (**RQ**) which are used to short-list, qualified suppliers. A prequalification process may also be utilized as a precursor to issuing an RFP if a large number of qualified firms have been identified. If a Public Tender is chosen, the administrator must use their judgment to determine the extent and type of advertisement, but it must be advertised.

7.2.2 Exception to calls for Tender or RFP's

- a) The Administrator shall have authority to bypass normal procedures in the event of a disaster, labour dispute, and emergency or where the cost or delay resulting from a competitive bidding process would create a personal hazard or cause economic hardship to the Municipality.

- b) In the event of an emergency on weekends or after hours, the employee handling the emergency shall make a reasonable attempt to contact the Administrator and Mayor, or designate prior to making the necessary purchases to remedy the situation. If the employee is unable to contact the Administrator and Mayor, or designate, he/she is authorized to make the necessary purchases as per Emergency Spending Procedure Policy, and all expenditures must be listed and reviewed with the Administrator the next working day. Improper planning is not a justification for an emergency purchase.

7.2.3 Sole Source or Direct Award

Requests for any material or service to be supplied by a sole source should be accompanied by a written explanation fully justifying why conditions exist which require the item(s) to be purchased from only one vendor. Consideration for sole source may be given in the following situations:

- a) Where only one contractor has the unique qualifications or skills needed;
- b) Where the project is highly sensitive or confidential;
- c) Where the time frame for delivery is urgent and cannot be extended to allow the time needed for more competitive methods;
- d) Where the planned expenditure is small, and the savings of competitive bidding would not justify the increased cost involved with more competitive methods;
- e) Where the project is a "follow-on" assignment most appropriately done by the original contractor.

7.2.4 Inquiries and Clarification

Inquiries and clarification regarding the Municipality's tendering process may be directed in writing to the attention of the employee in charge of the tender. Any clarification given shall be provided to all bidders.

7.2.5 Receiving Tender

Each tender must be submitted on a **formal tender form**, developed for that tender, in a distinctly marked and sealed envelope or package addressed to the department designated in the tender document. The use of the tender form is mandatory in every case in which a sealed tender is submitted. The envelopes of all unopened tenders shall be date and time stamped upon being received by the Administrator. Any tenders received after the specified closing time **shall** be returned to the vendor unopened. All tenders must contain the full name and address of the vendor tendering, and tenders must be signed in the spaces provided. In the case of companies or other corporate bodies, somebody with legal authority must sign the tenders. The vendor must initial each page of the tender form.

7.2.6 Public Opening

All tenders shall be opened in accordance with the tender document specifications and this process shall be open to the public. During the public opening, the tenders shall be tabulated, and the resulting list of bidders and total bid prices shall be made available to the public. The public opening of tenders shall be considered as an official notification of bid prices.

7.2.7 Evaluation and Award of Tenders

In general, it is the Municipality's policy to award tenders to the lowest bid meeting all of the Municipal specifications. However, when arriving at the best, qualified and acceptable bid, consideration should be given to such matters as qualifications, quality, source of supply, environmental impact, availability and vendors' past performance (i.e., best value). Preference may be given to local suppliers of acceptable, equivalent quality and readily available goods or services in the event of an equal bid. All provincial, federal, and national

trade agreements must be followed. The Municipality reserves the right to accept other than the low bid.

7.2.8 Evaluation and Award of RFP's

Proposals shall be evaluated in accordance with the criteria set out in the RFP and the relative importance or weighting of such criteria as determined before comparative evaluation. The evaluation criteria shall be developed to meet the requirements of a particular contract and shall vary from contract to contract in both number and substance. Additionally, the assigned weight shall be custom developed for each RFP and shall be listed in the RFP.

7.2.9 Negotiations RFP

Negotiations of an **RFP** shall be allowed:

- a) Prior to completion of the proposal evaluation, provided that they are held with all responding vendors that submitted Qualifying Proposals. Care must be taken to ensure that all responding vendors are treated equally and impartially, and negotiation proceedings must be such that the confidentiality of each responding vendor's negotiating position is assured.
- b) After the proposal evaluation with one vendor, provided that the vendor submitted the only Qualified Proposal.

If negotiations are to be entered into, the right to do so and the substantive matters that may be subject to negotiation must be explicitly indicated in the RFP.

7.2.10 Publicly Tendered Contract and Receipt of a Single Tender Submission

If only one Tender submission is received, such submission shall be accepted but shall remain unopened. The submission in question shall be forwarded to the Administrator who shall evaluate the circumstances of the contract to determine, whether such submission should be opened, or whether the project in question shall be re-tendered, with or without any changes to the Tender specifications or the method of proceeding to Public Tender or RFP.

7.2.11 Tender or RFP's that Exceed Budget

If all Tenders or RFP's submitted are over the budget designated for the project in the Financial Plan, all submissions must be forwarded to the Administrator who shall recommend, one of the following courses of action:

- a) Reject and re-tender the project, with or without any changes to contract specifications or the method of proceeding to Public Tender or RFP;
- b) Negotiate with all of the Qualifying Vendors to bring the project within budget;
- c) Direct administration to investigate sources of funding for the overage and, if necessary, recommend that Council amend the Financial Plan to allow for the increased expenditure if that is deemed fiscally responsible.

If funds are reallocated within a department's operating budget to accommodate a tender or RFP that has exceeded the budget, a report outlining the details of the reallocation shall be completed by the Administrator and submitted to Council for information.

7.2.12 Approval of Council

Council's approval must be obtained, for all contracts that exceed \$5,000 (excluding taxes) where:

- a) A tender other than the lowest bid is being recommended for acceptance;
- b) There are unusual circumstances

Where there is uncertainty amongst staff regarding the need for Council's approval, the Administrator should be consulted.

7.2.13 Notification of Bid Prices

All bidders shall receive written notification of the name of the successful vendor. The public opening shall be considered as a price notification to all interested parties. In all other cases, bid prices may be available to interested parties upon request and upon approval by the administrator, who is in charge of the tender. Other details shall be released in accordance with the *SASKATCHEWAN "Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP)"*, which protects the business interest of vendors and the "negotiating" techniques of the Municipality. It is the policy of the Municipality not to disclose separate unit prices.

7.2.14 Documentation

All contracts subject to the competitive bid process must be documented and filed according to the Records Retention Policy. File documentation should include the following where applicable:

- a) The original approved Purchase Order, if applicable, describe the item or services being purchased;
- b) A list of, or the letters to, the vendors submitting proposals;
- c) A copy of the RFP if applicable;
- d) The dated and time-stamped envelopes that the documents were received in;
- e) Evidence of having submitted the project to Public Tender, if applicable (i.e. newspaper clippings, web postings, etc.);
- f) Tender documents from all bidders;
- g) A list of bidders and a summary of their tenders;
- h) Reports to Council and evidence of Council approval (where applicable);
- i) The letter to the successful bidder and a signed contract;
- j) Letters to unsuccessful bidders; and
- k) Progress reports, payment claims, properly authorized certificate of completion copies of the bid bond, performance bond and, labour and materials payment bond as may be applicable.

7.4 Selection of Consultants

7.4.1 Issues to Consider in the Selection of Consultants

In the selection of consultants, the following issues should be taken into consideration prior to calling for written proposals or issuing an invitation to selected consultants:

- a) The method of selecting the successful consultant;
- b) The information which should be provided to the consultant;
- c) The criteria used to evaluate the consultant's proposal;

Upon deciding on the above issues, either a Public Tender or Invitational Tender for consultants shall be issued where the anticipated cost of engaging the consultant is \$75,000 or more.

7.4.2 Criteria for Inviting Selected Consultants

Where the Administrator, is of the opinion that an Invitational Tender from selected Consultants would be more appropriate than a Public Tender, the following shall be taken into consideration when choosing the invitees:

- a) Consultant's relevant experience;

- b) Past performance of the Consultant (as indicated by references or reputation);
- c) Familiarity, if any, with the practices and procedures of the Municipality;
- d) Potential for conflict of interest or perceived conflict of interest.

7.4.3 Evaluation of Submissions

When submissions to either a Public Tender or an Invitational Tender from selected Consultants have been received, they shall be evaluated giving due consideration to the following:

- a) Consultant's and the project team's relevant experience (if applicable);
- b) Compliance with the submission requirements specified;
- c) Consultant's statement of understanding of the project;
- d) Information obtained through the references provided in the Consultant's submission;
- e) The project schedule;
- f) Cost-effectiveness of the Consultant's proposal to the overall project;
- g) Fees to be charged by the Consultant;
- h) Results of an interview with the Consultant.

7.4.4 Extended Contracts

Where deemed appropriate given the nature of the work to be performed, a contract term not to exceed three years may be entered into with the Consultant chosen. If an extended contract term is to be considered, this possibility must be detailed in the tender documents and/or the advertising.

7.5 Maintenance Contracts

Maintenance contracts may be used for acquiring ongoing maintenance on specific groups of items that can be easily identified and competitively bid. Maintenance contracts could include such items as building, electrical or plumbing maintenance. Maintenance contracts shall be issued for a maximum term, including renewals, of five years.

7.6 Corporate Purchasing Card

Administrator authorized through Council resolution for Corporate Purchasing Card with a \$3,500 credit limit. Purchasing Card holder responsibilities include:

- a) Purchasing Card application through approved Purchasing Card Provider/Banking Institution.
- b) Sign the card once it has been received.
- c) Keep PIN secure.
- d) To charge registration for conventions and meetings approved by resolution of Council.
- e) To charge accommodation and meal costs to attend conventions, meetings and training approved by resolution of Council.
- f) To charge municipal expenditures (under \$3,500), as included in the Budget.
- g) Reconcile card statements on a monthly basis.
- h) Submit reconciled card statements monthly through accounts payable.
- i) Ensure reconciled statement are being submitted timely to ensure interest charges are not incurred.
- j) Obtain resolutions for purchases as directed in Purchasing Policy.
- k) Keep purchasing card secure to avoid risk of unauthorized use.
- l) Resolve discrepancies or disputed charges with Purchasing Card provider, ensuring the transaction in dispute appear on the current or next monthly report.
- m) Report lost or stolen cards to the Purchasing Card provider/Banking Institution for cancellation and replacement.

- n) Return or destroy card upon Council request.
- o) Restrictions include personal purchases, unauthorized or inappropriate purchases.
- p) If employee incurs a charge that is not allowed, they shall be required to reimburse the Municipality and shall be responsible for any related interest or service charges. In addition, the purchasing card may be cancelled.

8.0 DOCUMENT APPROVAL

ROLE	POSITION	NAME OF THE APPROVER	DATE APPROVED (DD/MM/YYYY)
Author	Northbound Planning	Council	
Owner	Administrator	Norma Stumborg	
Final Approver	Council	Resolution No.	

TOWN OF RADISSON
Purchasing Policy

Appendix A

REQUEST FOR TENDER/QUOTATION/PROPOSAL

DATE:

NAME: _____

MUST BE RECEIVED BY: _____ a.m./p.m. on _____, 20____.

Please send sealed (quotation, tender, proposal) clearly marked:

<insert name of quotation/tender/proposal>

To:

Town of Radisson
Box 69, 329 Main Street
Radisson, SK S0K0N0

DETAILS OF TENDER/QUOTATION/PROPOSAL:

<Insert details or name of Schedule or Document that outlines the details>

Background, Purpose, Scope (including Phases), Proposal Documents/Specifications, Submission Guidelines, Selection Criteria, Selection Process, Terms and Conditions

OPTIONAL CLAUSES: Tenders/Quotations/Proposal shall remain open for acceptance by the Town and are irrevocable for thirty (30) calendar days following the date specified for closing.

☐ Yes ☐ No

CONTACT PERSON: Enquiries regarding the tendering procedure and particulars should be directed to:

<name of individual>

<phone number>

<fax number>

<e-mail address>

WEIGHTING CRITERIA should be established prior to tendering the goods or services. Create this document and use it, in house to evaluate the bids.

TOWN OF RADISSON
Purchasing Policy

Appendix B

TO: Mayor and Members of Council
RE: Approval for Execution of Agreements/Contracts

Date: _____

1. Agreement/Contract (Name):

For: ☐ Execution

OR ☐ Review and Comment

2. The attached Agreement/Contract is recommended for approval in accordance with:

☐ Purchasing of Goods and Services Policy

☐ Approved through 20____Budget

☐ Resolution of Council at a meeting held _____

☐ Bylaw No. ____/_____

☐ Other (Explanation) _____

And,

☐ Deposit/Payment has been received

3. In accordance with the terms and conditions provided within the attached Agreement/Contract the following documentation is attached and/or has been distributed:

☐ Liability Insurance Certificate

☐ Workers' Compensation Board Clearance or 5% holdback

☐ Surety/Performance Bond

☐ RCMP Security Clearance

☐ Necessary plans, drawings, maps, addendums, schedules or other supporting documents are attached

☐ Copy of the payment/progress schedule

☐ Executed and Sealed if Corporation

☐ PST Clearance

I have reviewed all of the provisions in the Agreement/Contract and recommend same for Council approval and execution by the designated signing officers.

Administrator

TOWN OF RADISSON
Purchasing Policy

Appendix C

Sample Contract Form – see next page

IMPORTANT NOTES re: completing Contracts/Agreements

In an effort to standardize the format for all Municipal contracts, the following clauses are compulsory and must be included:

- Complete mailing address is required on first page of all contracts
- Employee Clause
- Occupational Health & Safety Clause
- Termination Clause
- 2 Million Dollar Liability Insurance Clause-a road construction contractor is required to have a 2 million dollar liability insurance policy. Council shall identify any projects where an amount other than 2-million-dollar liability insurance is required.
- Some projects may require a RCMP clearance and Council shall determine which ones.
- Legal Requirements
- “Non-Assignable” Contract
- Binding Agreement
- Term of Agreement
- Laws & Regulatory Bodies
- Sign & Seal (for incorporated companies), OR Sign & Witness (for individuals)

If you have any questions, please contact the Administrator at:

Town of Radisson
Box 69, 329 Main Street
Radisson, SK S0K 3L0
Phone: 306-827-2218
Email: tradisson@sasktel.net

MUNICIPALITY
Purchasing Policy
SAMPLE CONTRACT

This agreement made in duplicate/triplicate this _____ day of _____, A.D. 20 _____.

BETWEEN:

THE MUNICIPALITY

a municipal corporation in the Province of Saskatchewan
hereinafter call the "**Town**"

-and-

<Name of Company/Individual>

<mailing address & postal code of Company/Individual>

Hereinafter called the "CONTRACTOR"

Employee Clause

The **Town** has not, by virtue of this agreement, appointed the Contractor or any employee thereof, as an agent for, servant of or employee of the Town.

Occupational Health & Safety Clause

The Contractor shall, at all times, conduct his work to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to ensure the protection of persons and property.

- a) The Contractor shall comply with *The Saskatchewan Employment Act, 2013* and *The Occupational Health and Safety Regulations, 2020*, as both may be amended from time to time, throughout the term of the Agreement.
- b) The Contractor shall co-operate with any Occupational Health and Safety Committee or any Occupational Health and Safety Representatives appointed by the **Town**.
- c) The Contractor shall, at all times, ensure protection of persons and property and provide such equipment and medical facilities as are necessary to supply first aid services to anyone who may be injured in connection with the work.
- d) The Contractor shall, at all times, ensure there is no harassment in the work place.

The Contractor shall give all required notices, hold all required meetings and comply with all laws, ordinances, rules, regulations, codes, guidelines, directives and permits of all authorities having jurisdiction relating to the work or workers, which are or become in force during the term of this Agreement to ensure preservation of the public health and safety.

Every contractor shall, for himself, his heirs, executors, Administrators, successors and assigns, from time to time and at all times save harmless and keep indemnified the **Town**, its successors and assigns, from and against all claims and demands upon or in respect of compliance with the above paragraph and the provisions of *The Saskatchewan Employment Act, 2014*, and *The Occupational Health and Safety Regulations, 2020*, as amended, and also from and against all actions, suits and other proceedings whatsoever which at any time or times hereafter shall or may be brought or prosecuted against the **Town**, its successors and assigns, upon or in respect of compliance with the said paragraph and the said Act and Regulations, and also from and against all costs, damages, interest and expense, which the **Town** may bear or incur for or by reason of any such claim as aforesaid being made upon or in respect of compliance by the Contractor with the said paragraph and the said Act and said Regulations.

In the event of any accident caused by or related to the work being carried out under this Contract, the Contractor shall, in addition to compliance with Provincial Regulations, submit to the **Town** detailed Incident/Accident Report forms, within twenty-four (24) hours of its occurrence, a full and complete written report of the accident, including names of persons involved, nature and character of the injury and property damage.

All hazardous chemicals shall be stored safely in accordance with the *The Saskatchewan Employment Act, 2014*, and *The Occupational Health and Safety Regulations, 1996*, as amended, and as stated in the Material Safety Data Sheets (MSDS), and the **Town** shall be provided with a copy of the MSDS listing

Termination Clause

The **Town** and the Contractor/Lessor/Tenant/etc. agree that this agreement/contract/lease may be terminated by either party at any time during the duration of this agreement/contract/lease by giving ninety (90) days written notice of such termination to the other party. Notice to be given hereunder shall be in writing and either delivered personally, sent by prepaid first-class mail, or faxed to the parties at the following addresses:

To the **Town**:

<Insert Contact Name & Dept.>

Town of Radisson

Box 69, 329 Main Street

Radisson, SK S0K 3L0

Phone 306-827-2218

To the other party: _____

<Insert complete mailing address and facsimile here>

Such notice shall be deemed to have been served on the expiration of twenty-four (24) hours after it is posted, if the notice is mailed; or such notice shall be deemed to have been served on the day of actual delivery, if the notice is served personally; or such notice shall be deemed to have been served on the business day following the transmission, if given by facsimile

Insurance Clause

Two Million Dollar Liability Insurance or any other amounts Council has determined necessary for the project. THE CONTRACTOR shall provide and maintain throughout the contract term, either by way of a separate policy, or by endorsement to their existing policy, Comprehensive General Liability insurance acceptable to the **Town** and subject to limits of not less than Two Million Dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and/or damage to property including loss or use thereof. THE CONTRACTOR shall hold the **Town** free and harmless from any liability claim and the contractor shall further supply the **Town** with a Certificate of Insurance.

RCMP Clause

When required by the **Town**, RCMP security clearance shall be received prior to the employing of any persons.

Legal Requirements

The Contractor shall pay all Worker's Compensation, holiday pay, employment insurance, income tax, Canada Pension Plan, or any other Provincial or Federal Assessments arising out of this agreement and payable in respect of any employee hired by the Contractor and shall fulfill all legal requirements as an employer, as required by the Province of Saskatchewan.

Non-Assignable Contract

This Contract is non-assignable and as such, the Contractor shall not have the right to assign this Contract in whole or in part to any person, firm or corporation. If the Contractor assigns such rights in whole or part, then upon happening of such event, this contract shall terminate forthwith.

Contract is Binding

That this agreement shall be binding upon and be for the benefit of the parties hereto, and their respective heirs, executors, Administrators, successors and assigns.

Term of Agreement

The parties to this Agreement agree that the term of this agreement shall be from _____ to _____. Either party to this Agreement may terminate this Agreement by giving to the other party at least ninety (90) days written notice of termination.

Laws & Regulatory Bodies

This Agreement and the rights and obligations of the parties hereunder are subject to all present and future laws, rules, regulations and orders of any legislative body or duly constituted authority now or hereafter having jurisdiction.

This Agreement shall be interpreted and construed in accordance with the laws of Saskatchewan, and the parties agree to accept the jurisdiction of the courts of Saskatchewan and all Courts of Appeal therefrom for purposes of the interpretation, construction and enforcement of this Agreement.

Witness:

IN WITNESS WHEREOF THE TOWN has hereunto affixed its Corporate Seal attested by the proper signing officers on its behalf this _____ day of _____ A.D., 20__.

TOWN

Mayor

Administrator

Use the following section for incorporated companies with a seal:

IN WITNESS WHEREOF THE _____ has hereunto affixed its Corporate Seal
<name of individual>
attested by its proper signing officers on its behalf this ____ day of _____ A.D., 20__.

<Name of Company/Individual>

PER: _____

PER: _____

Use the following section for individuals who require a witness:

IN WITNESS WHEREOF the said has hereunto affixed his signature the day and year above first written.

Signed and Delivered in the presence of:

Witness: _____
<name of individual>

PER: _____
<name of individual>

PER: _____
<name of individual>