



## R.M. of Frenchman Butte No. 501

POLICY TITLE  <h3 style="text-align: center;">Purchasing Policy</h3>		ADOPTED BY 2018-03-07-022	POLICY NO. <h3 style="text-align: center;">100-06</h3>
ORIGIN/AUTHORITY RM Council	JURISDICTION RM of Frenchman Butte No. 501 Bylaw 2013-24 a Bylaw to Authorize Certain Expenditures	Amended:	Resolution No.

**1. PURPOSE:**

To ensure value for all expenditures, control over the purchase of goods and services, fair competition, and to establish limits on purchasing authority so that the Rural Municipality of Frenchman Butte No. 501 (“the RM”) may operate effectively and efficiently.

**2. DEFINITIONS:**

**2.0 CAO:** Chief Administrative Officer

**2.1 Capital Spending:**

Refers to any expenditure for an asset with a life expectancy greater than one year.

**2.2 Council:**

Means Council for the Rural Municipality of Frenchman Butte No. 501.

**2.3 Lowest Evaluated Bid/Quotation:**

The bid/quotation meeting the specifications at the lowest cost to the RM, 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 will be; the ability to do the work, past performance on previous work and references provided. The RM reserves the right to make its own inquiries in evaluating the above criteria.

**2.4 Qualified:**

Means that in the opinion of the RM, 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 RM.

**2.5 Purchases:**

Any purchases made by the RM that meets the following criteria: Conforms to a plan, project or program approved by RM Council in the budget process; and complies with established spending limits as set out in this *Purchasing Policy*.

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- 2.6 Professional Services:**  
Shall include the services of a Consultant, Engineer, Environmental Monitor, or Insurance Broker.
- 2.7 Emergency Operational Purchases:**  
A purchase made by the CAO or Public Works Coordinator or Supervisor that is required in order to continue operations that is typically needed on short notice for repairs resulting from plant, equipment or infrastructure failures.
- 2.8 Operational Spending:**  
Refers to any expenditure on items whose life is normally expected to be less than one year or on repairs and maintenance to longer-term assets.
- 2.9 Spending Limits:**  
The maximum amount that can be expended without exceeding authority to do so.
- 2.10 Telephone/Email Quotation:**  
The process of securing a price quotation by telephone or email.
- 2.11 Invitation to Tender:**  
Is primarily used in construction projects and other large purchases wherein the RM identifies what it wants and how the work will be done or the good supplied. An invitation tender package will be sent to select contractors providing a detailed description of the work/service the RM is seeking as well as setting out detailed instructions to bidders and how the process of competition will be conducted.
- 2.12 Public Tenders:**  
Are primarily used in construction projects and other large purchases wherein the RM identifies what it wants and how the work will be done or the good supplied. The tender will be advertised publicly at large to the general community providing a detailed description of the work/service the RM is seeking as well as setting out detailed instructions to bidders and how the process of competition will be conducted. See attached Appendix A: Request for Tender form.
- 2.13 Request for Quotation (RFQ):**  
A Request for Quotation is typically a shorter, simplified competitive tendering process used when the scope or specifications of the good, service or project are known and clearly defined and is commonly used for the purchase of equipment, parts, or projects that are of a lesser value and done/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 applicable criteria, using a template as identified in Appendix "A" based on specifications established by Council.

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A Request for Proposal is used when the scope or specifications of the project are only generally defined and a qualitative evaluation process with clearly defined criteria is utilized. The RFP typically provides bidders an opportunity to propose and present their unique approach, quality, ability, creativity, ingenuity and other outstanding qualities and qualifications/experience as well as the knowledge, skill and ability of their representatives in achieving the outcome desired. A two-envelope system or tender prequalification may be incorporated into the prices based on the established criteria. RFP, proposals are ranked based on weighted criteria as established by Council using a template as identified in Appendix “A”, tender price is only one criteria used to score the proposals.

**2.15 Emergency:**

Means a present or imminent situation or condition that requires prompt action to prevent or limit:

- 1) Loss of life;
- 2) Harm or damage to the safety, health or welfare of people; or
- 3) Damage to property or the environment;

**2.16 Standard Billing Items:**

Regular operational spending that is necessary to ensure the efficient, effective and safe day to day operations of the RM as provided for in Bylaw No. 2013-24 (wages/benefits/deductions/telephone/heat/power), annual salt purchases from the Department of Highways and such other spending as may be approved by Council resolution or through bylaw or policy.

**2.17 Expression of Interest:**

An Expression of Interest is used as 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 or for fixed project costs when additional work of a seasonal/operational nature or special project is required by the RM to expand RM services and the RM 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 evaluated bid. If the lowest qualified bid is not available to perform the work the RM will then go to the next qualified lowest evaluated bidder until a service provider is found. See Appendix “E” – Expression of Interest Form

**3.0 SCOPE:**

All RM expenditures shall be made in accordance with this policy.

**4.0 POLICY:**

It is the policy of the RM to:

- 4.1** Provide the CAO, and the Public Works Coordinator or Supervisor, with discretionary purchasing authority congruent with their professional responsibilities to the RM.



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- 4.2** As such, the CAO and the Public Works Coordinator or Supervisor shall ensure the financial resources of the RM are managed effectively and efficiently, that spending alternatives are examined prior to expenditures taking place, and that suppliers are treated equitably, assuring no preferential treatment and taking into consideration the best interests of the RM.
- 4.3 Subject to Section 3, Scope**
- 1) The RM CAO, or designate in the CAO's absence, shall have the authority to:
    - a) Call for tenders, expressions of interest and arrange for contracts for the supply to the RM of goods, services and work as authorized by the budget.
    - b) Conduct negotiations with the Reeve or designate on behalf of the RM for the purchase, sale or exchange of land; secure options and purchases land under the direction of the Reeve and Council and execute agreements for the purchase, sale or exchange of land; subject to obtaining a resolution of council authorizing it.
    - c) Standard right of way agreements and borrowing area agreements templates shall be drafted by the CAO in accordance with the RM's borrowing area policy and right of way policy, and be approved by Council.
  - 2) The CAO's authority is subject to these limitations:
    - a) Council is to be provided with a detailed monthly summary of all purchases, contracts, services less than \$24,999.
    - b) All purchases up to \$25,000 unless otherwise stated in policy.
    - c) Resolutions of council are required for ALL purchases/contracts/ services greater than \$25,000.
    - d) Council approval shall be obtained before an Invitation/ Public Tender, RFQ, RFP is drafted, and before it is sent out.
    - e) All professional services over \$10,000 value must be hired after Council approval.
    - f) Council will be provided with a current summary of Expressions of Interests received by the RM.
- 4.4** The Public Works Coordinator or Supervisor shall be authorized to make capital and operating expenditures up to \$5,000 per purchase provided that a detailed monthly summary is provided to council.
- 4.5** The CAO and the Public Works Coordinator or Supervisor are authorized to delegate all or part of their spending limits to designated employees by way of written authorization accepted by the employee. Copies of all authorization letters are to be provided to the RM CAO or Reeve and placed in the employee's personnel file.
- 4.6** The CAO shall ensure that all purchase requests are formally documented using "Form D" and bear spending authority.
- 4.7** The RM Council shall authorize the RM Solicitor to commence, defend or conduct any action or proceeding in any court or before any board or tribunal; and to settle any claims, grievances or lawsuits. The settlement of claims, grievances or lawsuits must be reported to RM Council for their information.

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### 5.0 SPECIFIC SPENDING THRESHOLDS AND REQUIREMENTS

- 5.1** For procurement of goods and services with a value greater than \$75,000 and for construction projects with a value greater than \$200,000, the RM shall utilize a competitive, open and transparent purchasing process. Without limiting the generality of the foregoing, the tender/RFQ's/RFP's quotation/proposal process shall exhibit the following principles:
- 1) The evaluation criteria set out in paragraph 2.3 of this Policy shall be applied to every bid to determine the Lowest Evaluated Bid.
  - 2) The tender package must be advertised on the national electronic tendering service ([www.sasktender.com](http://www.sasktender.com)) and comply with the MASH (Municipal Authorities, Schools, and Hospitals) procurement agreement as amended from time to time.
  - 3) The bid period will be appropriate for the item being tendered and the tender will set out the bid period.
  - 4) Tender packages shall be complete with full disclosure of all information available related to the project.
  - 5) The tender packages shall be complete with reasonable estimations of all quantities.
  - 6) The tender opening shall be in public. If the RM bids on its own project it shall submit a copy of its tender package to the Saskatchewan Association of Rural Municipalities at least 24 hours in advance of the tender opening.
- 5.2** For procurement of all goods and services and for construction projects of \$25,000 or greater but less than the thresholds set out in paragraph 5.1, the RM shall utilize a competitive, open and transparent purchasing process. Without limiting the generality of the foregoing, the RFQ's/RFP's/ tender /process shall exhibit the following principles:
- 1) The evaluation criteria set out in paragraph 2.3 of this Policy shall be applied to every bid to determine the Lowest Evaluated Bid.
  - 2) For the purchase of goods and services in excess of \$50,000, or \$100,000 for construction projects, the bid will be advertised on the national electronic tendering service ([www.sasktender.com](http://www.sasktender.com)) unless otherwise directed by Council.
  - 3) The bid period will be appropriate for the item being tendered and the tender will set out the bid period.
  - 4) Tender packages shall be complete with full disclosure of all information available related to the project.
  - 5) The tender packages shall be complete with reasonable estimations of all quantities.
  - 6) The tender opening shall be in public. If the RM bids on its own project it shall submit a copy of its tender package to the Saskatchewan Association of Rural Municipalities at least 24 hours in advance of the tender opening.
- 5.3** For procurement of all goods and services and for construction projects where the value of the purchase is expected to be between \$1,000.00 and \$24,999:
- 1) If value is expected to be less than \$5,000.00 and either the CAO or Public Works Coordinator or Supervisor deem it to be in the best interest of the RM or to be controversial in nature, three separate prices be obtained in writing and attached to the appropriate detailed monthly summary.

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- 2) In the event that three written prices cannot be obtained, a written explanation shall be included on Appendix D.
- 3) If an Expression of Interest has been received and is used for the procurement of services and/or construction projects, the RM shall award the work to the qualified lowest evaluated bidder based on availability and operational needs.

**5.4** Notwithstanding sections 5.1 to 5.3, when the RM is capable of completing a project, Council may determine that the work will be done without competitive purchasing practices and Council may authorize municipal staff and equipment to perform the work.

## **6.0 EVALUATING BIDS**

**6.1** In every competitive procurement process, the RM shall include the following rights in every bid solicitation:

- 1) The bid evaluation process will be conducted at the discretion of the RM, and the RM may decide to utilize other criteria other than those set out above. Without limiting the generality of the foregoing, the price to complete the work is not the only or primary criterion to be used by the RM in awarding the contract;
- 2) No bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in a tender/RFQ/RFP, and by submitting a proposal each proponent shall be deemed to have agreed it has no claim;
- 3) Waive minor non-compliance at its sole discretion;
- 4) Seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
- 5) Contact any or all references to verify and validate any information submitted by them;
- 6) Request, before the award of any contract, specific information with respect to bidders' legal status;
- 7) Conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
- 8) Verify any information through independent research, use of any government resources or by contacting third parties;
- 9) Interview, at the sole cost of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation;
- 10) The R.M. may choose not to accept any bid;
- 11) All bidders shall be to disclose all companies that will be performing work in their bid whether it is for goods or labour.





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#### **7.0 AWARDING CONTRACTS**

All tenders will be evaluated based on the evaluation criteria set out in the tender to determine the lowest evaluated bid.

**7.1** Where there are equal bids, the RM may award to either bidder. For the purpose of making this decision the RM may ask for additional information from, or negotiate with, either or both bidders. Within thirty (30) days, the appropriate RM Official shall notify, in writing, all unsuccessful bidders who submitted bids.

**7.2** All tenders shall be opened publicly; however details shall not be disclosed. Disclosure shall be limited to a summary of qualified submissions received. In cases where the lowest evaluated bid is not the lowest dollar bid, the total scores of all bids received will be made public within thirty (30) days but not individual criteria scores or the individual weighted evaluation. Council reserves the right to allow sufficient time to evaluate all tenders/RFQs, and RFPs and may, at its sole discretion, extend the thirty (30) day provision. Council will provide notice to all bidders in this case.

**7.3** All contracts shall be executed prior to the commencement of work and/or acceptance of goods/services as provided for in Appendix C. Contracts shall be prepared for all goods and services that are provided over an extended period of time or require ongoing payments. Purchasing contracts exceeding \$25,000.00 will require a resolution of Council prior to such expenditure or execution of a contract. The CAO must complete and attach the "Approval for Execution of Agreements/Contracts" form (see attached Appendix B).

**7.4** Once contracts or agreements are signed and approved, the approval of progress payments or monthly payments set out in the contract shall be submitted to the CAO who shall obtain the approval of Council prior to making payment.

#### **8.0 SPECIFICATIONS, CRITERIA AND WEIGHTING:**

**8.1** The CAO shall be responsible for preparing specifications (and any changes thereto) and weighting of criteria for Council approval. Specifications, criteria and weighting are to be detailed to ensure that proper consideration is given to such factors as technical compatibility, safety, etc. yet practical to ensure competition. Where standards are required (i.e. valves, hydrants, etc.) specifications shall indicate the standard.

#### **9.0 EXCEPTIONS**

##### **9.1 Contract Renewals:**

- 1) The RM may utilize private sector contracts to provide some services to the ratepayers. This is done through contracts for specified periods of time and for specific services. The following provisions shall apply when it is in the best interest of the RM to renew the contract without going through the tendering process as identified above for the existing services.



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- 2) Contract renewals shall be subject to the following:
  - a) The Contractor has met all conditions of the existing contract.
  - b) The Contractor can continue to demonstrate ability to provide the service.
  - c) The Contractor continues to have the financial ability to carry out a new contract.
  - d) The RM in its sole discretion determines that the service remains substantially the same.
  - e) That the RM and Contractor can agree on a Without Prejudice basis to a new contract prior to the expiry of the current contract.
  - f) The contract is renewed for a period not to exceed three (3) years.

**9.2** NOTWITHSTANDING the criteria set forth in Section 9.1, Council will determine in its sole discretion whether or not a contract will be offered for renewal.

**9.3** The CAO will be authorized to process Standard Billing Items, Emergency Operational purchases and services obtained through an Expression of Interest without Council's approval. However, if for some reason the bills are not consistent with previous billings, then the CAO will investigate and report to the RM Council, depending upon the seriousness of the discrepancy.

### **10.0 CONTRACT FORMAT**

In efforts to standardize the format of all contracts, compulsory clauses may be incorporated as provided for in Appendix C.

### **11.0 RESPONSIBILITIES:**

**11.1** The RM CAO shall be responsible for interpretation of this Policy.

**11.2** 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.

**11.3** This policy cannot be amended without Council approval but all Appendices may be amended from time to time.

**11.4** This policy shall come into effect on March 7, 2018





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## Appendix A

### REQUEST FOR TENDER/QUOTATION/PROPOSAL

Today's Date:

NAME:

MUST BE RECEIVED BY: \_\_\_\_\_ p.m. on \_\_\_\_\_, 20\_\_\_\_  
<insert time & date>

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

\_\_\_\_\_  
<insert name of tender>

to:

RM of Frenchman Butte  
Box 180  
Paradise Hill, Saskatchewan SOM 2G0

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 RM and are irrevocable for thirty (30) calendar days following the date specified for tender closing. Yes  No

Tenders/Quotations/Proposals received after the date and time specified for closing will be marked late and be returned unopened. 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 good or service. Create this document and use it, in house, to evaluate the bids.



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### **Appendix B**

TO: Reeve 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 RM's proper signing officers.

\_\_\_\_\_  
RM CAO

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## **Appendix C**

*Sample Contract Form – see next page*

IMPORTANT NOTES re: completing Contracts/Agreements:

In an effort to standardize the format of all RM of Frenchman Butte contracts, the following clauses are compulsory and must be included:

- Complete mailing addresses 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 will identify any projects where an amount other than 2 million dollar liability insurance is required.
- Some projects may require a RCMP clearance and council will 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 questions, please contact the CAO at:

Box 180  
Paradise Hill, Sask. S0M 2G0  
Phone 306-344-2034  
Fax 306-344-4434  
rm501@sasktel.net



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### SAMPLE CONTRACT

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

#### **BETWEEN:**

**THE RM OF FRENCHMAN BUTTE,**  
a municipal corporation in the Province of Saskatchewan

hereinafter called the “RM”

- and -

<Name of Company/Individual>  
<mailing address & postal code of Company/Individual>

hereinafter called the “CONTRACTOR”

#### **Employee Clause**

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

#### **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, 2014*, and *The Occupational Health and Safety Regulations, 1996*, 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 Representative appointed by the RM.
- 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.



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Every Contractor shall, for himself, his heirs, executors, CAOs, successors and assigns, from time to time and at all times save harmless and keep indemnified the RM, 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, 1996*, 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 RM, 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 RM 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 RM 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 RM shall be provided with a copy of the MSDS listing.

### Termination Clause

1. The RM 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 RM: RM of Frenchman Butte  
<Insert Contact Name & Dept.>  
P.O. Box 180  
Paradise Hill, Saskatchewan  
S0M 2G0  
Facsimile: (306) 344-4434 Phone 306-344-2034

To the other party: \_\_\_\_\_  
<Insert complete mailing address and facsimile here>

2. 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.





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#### **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 RM 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 RM free and harmless from any liability claim and the contractor shall further supply the RM with a Certificate of Insurance.

#### **RCMP Clause**

When required by the RM, RCMP security clearance will 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, CAOs, 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 there from for purposes of the interpretation, construction and enforcement of this Agreement.



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Witness:

IN WITNESS WHEREOF THE RM OF FRENCHMAN BUTTE has hereunto affixed its Corporate Seal attested by the proper signing officers on its behalf this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_\_.

RM OF FRENCHMAN BUTTE

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
CAO

**Use the following section for incorporated companies with a seal:**

IN WITNESS WHEREOF THE <name of Company/Individual>  
has hereunto affixed its Corporate Seal 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 <name of individual> has hereunto affixed his signature the day and year above first written.

Signed and Delivered in the presence of:

Witness: \_\_\_\_\_

PER: \_\_\_\_\_  
<name of individual>

PER: \_\_\_\_\_



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## Appendix D Project Approval Checklist

As per RM of Frenchman Butte Purchasing of Goods and Services Policy 100-06

Project Name: \_\_\_\_\_ Date: \_\_\_\_\_ Division: \_\_\_\_\_

Project Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Process Results (circle appropriate answer for each)

Yes	No	N/A	Phone Quotes = \$500 - \$5,000	Specifications Attached	Yes	No	N/A
Yes	No	N/A	Written Quotes = \$5,000 and up	Advertised/posted attached	Yes	No	N/A
Yes	No	N/A	Written Quotes Attached	On-site Inspection Completed	Yes	No	N/A
Yes	No	N/A	Expression of Interest-Lowest Qualified Available Bid		Yes	No	N/A

1. \_\_\_\_\_ \$ \_\_\_\_\_
2. \_\_\_\_\_ \$ \_\_\_\_\_
3. \_\_\_\_\_ \$ \_\_\_\_\_
4. \_\_\_\_\_ \$ \_\_\_\_\_
5. \_\_\_\_\_ \$ \_\_\_\_\_

Recommended Supplier: \_\_\_\_\_

Amount: \_\_\_\_\_ Budget Acct # \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approval Required:

Yes	No	N/A	Public Works Coordinator or Supervisor \$0-5000.	_____
Yes	No	N/A	RM CAO \$0-24,999	_____
Yes	No	N/A	Council Approved over \$25,000: Resolution No.	_____
Yes	No	N/A	Professional Services, Resolution No.	_____
Yes	No	N/A	Holdback Clause Required	_____
Yes	No	N/A	Worker's Compensation Letter of Good Standing Attached	_____
Yes	No	N/A	Copy of Insurance attached	_____

**If three quotes are not obtained, please state reasons:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# R.M. of Frenchman Butte No. 501

POLICY TITLE  
Purchasing Policy

## Appendix E Expression of Interest Form

I, \_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
(Phone Number) (Email)

would like to submit an **Expression of Interest** including but not limited to the following services and/or the supply of miscellaneous pieces of machinery and equipment:

- Fencing     With Supplies     Without Supplies
- Rock Removal from Roads and Ditches
- Brush Mulching for Ditches and Fence Lines
- \_\_\_\_\_

The terms are as follows: *(select as many as apply)*

- Rental and/or Short-term Lease, or
- Contract Basis, or
- On Short Notice, or
- On an As-Need Basis

The rate will be:

- Hourly at \_\_\_\_\_, or
- Daily at \_\_\_\_\_, or
- Per Mile at \_\_\_\_\_.

\* Please include list of available equipment.

\_\_\_\_\_  
(Signature) (Date)

**\*\*The Rural Municipality of Frenchman Butte No. 501 reserves the right to reject and refuse any and/or all Expression of Interest.**

WCB or 5% Holdback \_\_\_\_, Certificate of Liability Insurance \_\_\_\_, Occupational Health and Safety \_\_\_\_