



SUBJECT: PURCHASING POLICY

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PURPOSE

To establish a policy regarding the purchase of goods, services, construction and professional services as required under Section 270 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time.

The Library is committed to ensuring that its procurement decisions are open, fair and transparent. Purchases made by the Library should reflect the best value for the taxpayer, protect the Library/Town's financial interest and encourage competitive bidding. Effective planning, monitoring and control of public sector procurement are essential for maintaining public trust and confidence. The Library/Town must be prepared to manage extraordinary circumstances from time to time, which may require immediate procurement decisions that are necessary to prevent or alleviate serious delay, a threat to public health, safety or welfare, the disruption of essential services or damage to public property, or to respond to an emergency.

This Policy has been adapted from the Town's policy to meet the specific needs of the Innisfil Public Library Board ("Library"), and is designed to work in conjunction with the Purchasing Processes and Procedure Document, which is administratively held and managed by Staff as approved by the CEO.

POLICY

Application

This Purchasing Policy applies to all appointed trustees, elected officials and Staff of the Innisfil Public Library.

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PART I

1. INTRODUCTION

1.1 Title and Administration of Policy

This policy will be known as The Purchasing Policy. Staff, who are members of the Library's Purchasing Team, under the direction of the Chief Librarian/CEO, is responsible for the administration of this policy, which includes updating and evaluating for effectiveness, as appropriate but no later than every five (5) years.

1.2 Validity and Severability

Should any section, subsection, clause, paragraph or provision of the Policy be declared by a court of competent jurisdiction to be invalid or unenforceable, the decision shall not affect the validity or enforceability of any other provision of this Policy as a whole.

1.3 Interpretation

In this Purchasing Policy,

- i. The word "may" is permissive.
- ii. The words "shall" and "will" are imperative.
- iii. Words used in present terms include the future.
- iv. Words in the singular number include the plural number, and vice versa.
- v. Where an Official of the Library is authorized to do any act pursuant to this Policy, such act may be done by such Official's authorized delegate or Designate, unless specifically stated otherwise.
- vi. Where the context so requires, the masculine gender shall include the feminine and neutral genders and vice versa.

1.4 Public Purchasing Code of Ethics

All employees authorized to purchase Goods, Services and/or Construction on behalf of the Library shall adhere to the following principles, which are based on the tenets of the *Ontario Public Buyer Association's* Code of Ethics:

- i. ***Open and Honest Dealings with Everyone Who is Involved in the Purchasing Process.*** This includes all businesses with which the Library contracts or from which it purchases Goods and Services, as well as all members of Staff and of the public who are involved with Purchasing.
- ii. ***Fair and Impartial Award Recommendations for All Contracts and Tenders.*** This means that the Library does not extend preferential treatment to any Vendor, including local companies. Not only is it against the law, it is not good business practice, since it limits fair and open competition for all Vendors and is therefore a detriment to obtaining the best possible value for each tax dollar.

- iii. ***An Irreproachable Standard of Personal Integrity on the Part of All Those Designated as Authorized Purchasers for the Library.*** Absolutely no gifts or favours are accepted by any library employees, appointed trustees or elected officials in return for business or the consideration of business. Also, employees and appointed trustees and elected officials do not publicly endorse one company in order to give that company an advantage over others.

- iv. ***Cooperation with Other Public Agencies in Order to Obtain the Best Possible Value for every Tax Dollar.*** The Library participates in the Town's cooperative purchasing group. Made up of several public agencies, this group pools its expertise and resources in order to practise good value analysis and to purchase Goods and Services in volume and save tax dollars.

PART II

2. PURCHASING PRINCIPLES & GOALS

The Library adheres to the following purchasing principles:

- 2.1** To purchase, rent or lease the required quality and quantity of Goods, Services and/or Construction by promoting an open, fair, and transparent competitive process in an efficient, professional and cost effective manner while maintaining budgetary control and protecting the best interests of the Library.
- 2.2** To encourage open, fair, and transparent competitive processes for the Acquisition and Disposal of Goods and Services and to obtain the best value for the Library.
- 2.3** To offer a variety of Acquisition Methods and to use the most appropriate method depending on the particular circumstances of the Acquisition.
- 2.4** To consider all costs and factors, including, but not limited to, Acquisition, operating, training, maintenance, quality, warranty, payment terms, Disposal value and Disposal costs, in evaluating submissions.
- 2.5** To utilize comprehensive and unbiased specifications in order to maximize competition.
- 2.6** To give full consideration to the annual aggregate value or to consider the total project cost of specific Goods, Services and/or Construction which will be required by each library location and by the Library as a whole prior to determining the appropriate Acquisition Method.
- 2.7** To operate centralized procurement through Library Administration.
- 2.8** To encourage the purchase of Goods, Services and Construction with due regard to the preservation of the natural environment; Vendors may be selected to supply Goods made by methods resulting in the least damage to the environment and to supply Goods incorporating recycled materials where practicable.
- 2.9** To avoid real and perceived conflicts between the interests of the Library and those of Library Staff, Board Members, and elected officials, and to ensure compliance with the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.5, as amended.
- 2.10** To promote respect for International and Interprovincial Trade Treaties and Agreements.
- 2.11** To promote, and incorporate, whenever possible, the relevant requirements of the *Ontarians with Disabilities Act, 2001*, S.O. 2001, c. 32 and *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, in Procurement for the Library.

PART III

3. DEFINITIONS

In this Policy,

“Acquisition” means the purchase of Goods, Services and/or Construction;

“Acquisition Method” means the process by which Goods, Services and/or Construction are purchased;

“Advertisement” means the public communication of Bid opportunities through one or more predetermined methods which may include electronic mail, newspapers, an electronic tendering method, to ensure an open, fair, transparent and competitive solicitation process;

“Agreement” means a legal document that binds the Library and other parties;

“Alternate Dispute Resolution” means a series of steps put in place to resolve competitive Bid process protests and Contract disputes without the use of litigation, where the unresolved issue is raised to a higher level of authority, as required, with the hope that a solution satisfactory to both parties can be found;

“Approval” means authorization to proceed with the purchase of Goods, Services and/or Construction, or a Disposal;

“Award” means the authorization to proceed with the purchase of Goods, Services and/or Construction from a selected Proponent(s);

“Bid” means an offer or submission received from a Proponent in response to a Call For Bid, which is subject to acceptance or rejection;

“Bidder” means the entity or person who submits a response to a Request for Quote, Request for Tender or Request for Standing Offer;

“Bid Irregularity” means a deviation between the requirements (including terms, conditions, specifications, or special instructions) of a Bid Request and the information provided in a Bid;

“Bid Request” means a written request for Bids or a solicitation, which may be in the form of a Call For Bid;

“Bid Review Committee” means a committee constituted to review Bid Irregularities as required;

“Board” means the Innisfil Public Library Board;

“Branch or Service Area Manager” means the person responsible for the direction and operational control of a Library Branch or Service Area, or their authorized designate(s).

“Call For Bid” means a formal or informal request for Bid, on the terms and conditions set forth in the Library’s Bid documents, that may be in the form of a Request for Quotation, Proposal, Tender, or Standing Offer;

“Chief Administrative Officer” or “CAO” means the person appointed to that position as approved by Council and includes their Designate.

“Chief Executive Officer” or “CEO” means the Chief Executive Officer (CEO)/Chief Librarian for the Library and includes their Designate.

“Collusion” means an activity undertaken by two or more people for the purpose of dividing the market, setting prices, limiting production, or limiting open competition, by deceiving, misleading, or defrauding others of their legal rights, or to obtain an objective forbidden by law, typically by defrauding or gaining an unfair advantage;

“Compliant Bid” or “Compliant Bidder/Proponent” means a responsive and responsible Bid or Bidder/Proponent that submits a Bid, respectively, that meets all requirements stipulated in the Call For Bid and that possesses the capacity and ability, including financial and technical abilities, to perform as contractually required;

“Conflict of Interest” means a situation where the existence of a personal or business relationship or interest of a Library Employee or Board Member, an elected official, officer or employee of the Town, creates a potential conflict with the best interest of the Library and/or Town;

“Construction” means a creation, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work, including site preparation, excavation, drilling, seismic investigations, soil investigations, the supply of products and materials and equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering design or architectural work, but DOES NOT include the Consulting and Professional Services related to the construction Contract unless they are included in the specifications for that Procurement;

“Consulting and Professional Services” means those services requiring the skills of a specialist for a defined service and includes architects, engineers, designers, surveyors, planners, accountants, auditors, management professionals, marketing professionals, software and information technology experts, financial consultants, lawyers, law firms, real estate agents and brokers, environmental planners and engineers, hydro geologists, transportation planners and engineers, communications consultants and any other consulting or professional services required by the Library;

“Contract” means a legally binding agreement between two or more parties that creates an obligation to supply Goods, Services and/or Construction in return for money or other consideration;

“Contract Change Order” or “CCO” means a mutually agreed upon addition to, deletion from, or modification of a Contract between the Library and the Vendor that could not have been reasonably foreseen and thereby included in the Call For Bid document;

“Cooperative Purchase” means an Acquisition Method that combines the requirements of two or more entities in order to obtain the benefits of volume purchases and/or reduction in administrative effort and costs;

“Corporate Purchasing Card” means a credit card issued to an authorized Library Staff Member to be used for procuring and paying for Goods and Services within established guidelines;

“Council” means the Council of the Town of Innisfil, as comprised of elected officials;

“Designate” means a person authorized by the CEO to act on his/her behalf or on behalf of the Library Board;

“Disposal” means the removal of physical materials or assets owned by the Library and deemed to be Surplus through its sale, trade-in, auction, alternative use, gift, or destruction;

“Electronic Tendering System” means a web-based platform used by the Library and/or Town as a method of electronically issuing solicitations and/or receiving Bids where the process of email or Internet is considered appropriate. Also referred to as electronic tendering/bidding;

“Emergency Purchase” means an Acquisition that does not follow the regular procurement process because of a circumstance described in Section 8.3 of this policy;

“Evaluation Committee” means a group of individuals involved in evaluating submissions and which may include one or more representatives from Purchasing Services to facilitate the process where required in accordance with the Purchasing Procedures;

“GBAPPC” means the *Georgian Bay Area Public Purchasing Cooperative*;

“Goods” means moveable property including the costs of installing, operating, maintaining, or manufacturing such moveable property, and any necessary raw materials, products, supplies, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a Construction Contract;

“Lease” means a time limited grant of either real or personal property from the owner of that property (known as the “lessor”) to another party (known as the “lessee”), under which the lessee is entitled to the use and benefit of the property in question for the period so granted, in exchange for the payment of a stipulated rent or other consideration to the owner;

“Library” means the Innisfil Public Library Board;

“Library Administration” for the purposes of this policy means the CEO, the Deputy Chief Librarian, and designated Purchasing Staff;

“Low Cost Purchases” or “LCP” means a purchase of Goods, Services and/or Construction, at the thresholds indicated in this Purchasing Policy;

“Manager” means the person responsible for the direction and operational control of a Library Branch or Service Area or authorized designate(s);

“Negotiation” means the action or process of conferring with one or more Vendors with the goal of reaching an agreement on an Acquisition made pursuant to this Purchasing Policy;

“Procurement” means purchasing, renting, leasing or otherwise acquiring any Goods, Services and/or Construction; including the description of requirements, solicitation method, selection of sources, preparation and Award of Contract and all phases of the Contract administration;

“Proponent” means the entity or person who submits a response to a Request for Proposal or Request for Pre-Qualification;

“Purchase Order” means a Contract with a successful Bidder/Proponent that has a unique number issued by Library Administration, which formalizes the acceptance of an offer received in accordance with this Purchasing Policy;

“Purchasing Procedures” means the administrative document that establishes procedures to be followed by Library Staff for Acquisition that represents “best practices” and that is consistent with the intent of the Purchasing Policy;

“Purchasing Services” means the service area of the Town responsible for facilitating and overseeing Acquisitions for the Town;

“Purchasing Team” means those working within Library Administration, including Managers, who are responsible for the Library’s centralized purchasing function and are hereby authorized to act as agent in all such matters pertaining thereto;

“Request for Expression of Interest” or “RFEOI” means a written, formal, non-binding solicitation document to determine if there is any interest in the market place to provide the Goods, Services and/or Construction that the Library is contemplating procuring. It is typically used when it is unknown if a market for the desired Goods, Services and/or Construction exists. A subsequent Call For Bid may follow an RFEOI;

“Request for Information” or “RFI” means a written, formal, non-binding solicitation document to obtain information on product or service details, comments, feedback or reactions from potential Bidders/Proponents prior to issuing a Call For Bid. It is typically used when the specifications are unknown. Price is generally not required. Feedback may include best practices, industry standards, and technology issues;

"Request for Pre-Qualification" or "RFPQ" means a written, formal, non-binding solicitation document to obtain detailed information from firms and/or individuals that may include their experience, financial strength, education, background and personnel, to prequalify to supply Goods, Services and/or Construction to the Library. The RFPQ may be a precondition to a further Call For Bid opportunity;

"Request for Proposal" or "RFP" means a written, informal or formal, Call For Bid document to obtain proposal submissions from firms and/or individuals where detailed specifications are not able to be clearly identified and/or where price is not the primary evaluation factor. RFP's may have provisions for Negotiations and may be in a single or multi-step process;

"Request for Quotation" or "RFQ" means a written, informal or formal, Call For Bid document used for Acquisitions based on clearly defined specifications;

"Request for Tender" or "RFT" means a written, formal, Call For Bid document used for Acquisitions based on clearly defined specifications;

"Request for Standing Offer" or "RFSO" means a written, formal, Call For Bid document used for Acquisition based on clearly defined specifications from one or more Vendors to provide pricing for a defined time period on an "as needed" basis, where there are no defined quantities nor commitment to utilize the awarded Vendor(s);

"Service" means the services to be provided under a Contract and includes labour and Consulting and Professional Services;

"Service Area" means a specific service provided by the Library and Library Staff, including but not limited to "Collections", "Creative Making & Discovery", "Customer Experience", "IT", and "Programming & Outreach";

"Single Source" means the Procurement decision whereby Acquisitions are made from one source where other sources may be available;

"Sole Source" means the Procurement decision whereby Acquisitions are made from one source where only one source of supply exists that meets the requirements of the Library;

"Sponsorship" means a mutually beneficial contractual agreement between the Library and an external company, organization, association or individual where the Library leverages a municipally owned asset to receive financial or "in-kind" support in exchange for recognition, exposure, activation opportunities, and/or other marketing benefits for the external party;

"Surplus" means Goods fully owned by the Library that have been deemed surplus by the CEO or Designate and are no longer required by the Library;

"Tender" or "RFT" means a Bid specifically provided in response to a Request for Tenders;

“Town” means the Corporation of the Town of Innisfil;

“Treasurer” means the person as appointed by Council and includes his or her Designate(s);

“Unsolicited Proposal” means an offer or proposal submitted by a contractor, supplier, Vendor or consultant in the absence of a Call For Bid. It may be submitted in response to a perceived need but not in response to a Call For Bid;

“Vendor(s)” means the entity or individual(s) who may or does currently supply Goods, Service(s) and/or Construction to the Library.

PART IV

4. GENERAL CONDITIONS

- 4.1 No Library Staff, appointed Board Member or elected official shall purchase or offer to purchase, on behalf of the Library, any Goods, Services and/or Construction except in accordance with this Policy and following the rules set out in the Purchasing Procedures as amended from time to time.
- 4.2 Any Library Employee who intentionally and knowingly acquires or disposes of any Goods and or Services for the Library in contravention of any section of this Policy, or the Purchasing Procedures, as amended from time to time, may be subject to disciplinary action.
- 4.3 Exceptions to this Purchasing Policy are identified in Schedule A.
- 4.4 All purchases must have appropriate pre-approved financing and must be authorized prior to the preparation of a Call For Bid.
- 4.5 A Designate shall not award a Contract where the CEO has determined that the provisions of this Purchasing Policy have not been adhered to and has so advised the Designate.
- 4.6 No Library Employee or designated representative for the Library shall prepare, design or otherwise structure Procurement, select an evaluation method or divide Procurement requirements into two or more parts in order to circumvent any obligation and/or threshold of this policy.
- 4.7 The Library shall not enter into any Contract for Goods, Services or Construction where there would be the establishment of an employee-employer relationship, except as exempted under Schedule A.
- 4.8 For the purpose of determining whether a Contract falls within the prescribed financial limits on Contracts that may be awarded under the authority of the CEO or Designate or provides for financial limits on Contracts required to be reported to the Innisfil Public Library Board, the Contract amount shall be the sum of all costs to be paid to the Proponent under the Contract, including the non-rebated portion of tax.
- 4.9 **Standardization:**
It shall be the policy of the Library, wherever possible, to standardize the purchase of goods and services to allow for:
- a) Reduced amount of Goods, Services and/or Construction required;
 - b) Increased volume on common cross departmental items or services;
 - c) Maximizing volume buying opportunities;
 - d) Providing economies of scale;
 - e) Reduced handling, training and storage costs;
 - f) Minimizing maintenance costs;
 - g) Cooperative Purchasing activities;
 - h) More competitive Bid results; and

- i) Reduced overall costs.

4.10 No Local Preference and Non-Discrimination:

The Library shall not practise local preference in awarding purchases, pursuant to the *Discriminatory Business Practices Act*, R.S.O. 1990, c. D12; *Agreement of Internal Trade Implementation Act*, S.C. 1996, c. 17; and, the *Competition Act*, R.S.C. 1985, c. C-34.

4.11 Code of Conduct and Conflict of Interest:

All Procurement by the Library shall be undertaken in accordance with the Library's current *Staff Code of Conduct Policy*, The Library's current *Conflict of Interest Policy*, the Library's current *Board Code of Ethics Policy* and the *Municipal Conflict of Interest Act*, R.S.O. 1990, c.M.50, as amended.

4.12 Lobbying Restrictions:

4.12.1 Vendors, their staff members, or anyone involved in preparing Bids shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the purchasing process or subsequent Award. This restriction extends to all of the Library's appointed Board Members, elected officials, and Employees.

4.12.2 No Library Employees and/or appointed Board Members or elected officials shall provide information regarding the Library's need for a specific Good, Service or Construction to prospective Vendors where the provision of the knowledge could provide an unfair advantage whether perceived or actual to that Vendor.

4.12.3 The Library may reject any Bid by any Bidder/Proponent that engages in lobbying, without further consideration, and may terminate that Bidder's/Proponent's right to continue in the purchasing process.

4.12.4 During a formal Call For Bid process, all communications shall be made through the CEO. No Vendor or person acting on behalf of a Vendor or group of Vendors, shall contact any appointed Board Members, elected official or Employee of the Library or Town to attempt to seek information or to influence the Award. This restriction extends to all of the Library's appointed Board Members, elected officials, and Employees.

4.13 Access to Information:

The disclosure of information received in relation to a Call to Bid or the Award shall only be made by the appropriate Staff in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.

4.14 Persons with Disabilities:

When procuring Goods, Services and Construction, Library Staff will incorporate accessibility criteria and features when applicable and practical, as may be required from time to time by applicable legislation.

When applicable, Procurement documents will specify the desired accessibility criteria to be met and provide guidelines for the evaluation of proposals with respect to those criteria. When it is not practical for the Library to incorporate accessibility criteria and features for Acquisition, the CEO or Designate will provide a written explanation, upon request.

4.15 Green Procurement:

Through Acquisitions, Library Staff is encouraged to seek ways of enhancing environmental sustainability by incorporating green Procurement requirements where possible, practical and feasible.

4.16 Legal Claims:

The Library reserves the right to neither accept nor Award to any Bidder/Proponent, inclusive of its sub-contractor(s), a Contract with whom the Library/Town is in litigation.

4.17 Collusion:

Collusion will not be tolerated and Bids will be rejected without further consideration if Collusion is suspected or present.

4.18 Board Members:

All Members of Innisfil Public Library Board, both appointed and elected, shall completely separate themselves from the Procurement process. This includes but is not limited to obtaining information on any particular Procurement and participating as an evaluation member in any Procurement process.

4.19 Disposal of Surplus Goods or Assets:

The Purchasing Team/Purchasing Services is responsible for the administration of the disposal of surplus goods or assets (excluding Library/Town owned Land and/or buildings) as outlined in the Purchasing Procedures.

No Staff or Board Member shall personally obtain any real or personal property with a market value of greater than \$500 that has been declared Surplus, unless it is obtained through a public process.

5. REQUIREMENT FOR APPROVED FUNDS

- 5.1** The beginning of the procurement and payment process commences with the establishment of and approval by the Board and Council of the operating and capital budgets for the Library. Upon approval of these budgets the CEO, Library Administration/ Purchasing Staff have the authority to purchase Goods and Services (excluding leasing of greater than one year). The CEO is authorized to spend up to fifty percent (50%) of the previous year's approved operating budget before receiving the current budget year's approval from the Board and Council.

5.2 Sufficient funds must be allocated for each Acquisition in the appropriate accounts within the Board/Council approved operating or capital budget prior to the Award and execution of the Contract.

5.3 Multi-Year Contracts:

Where certain Goods and Services are routinely purchased on a multi-year basis, the exercise of authority to Award and execute such a Contract is subject to the following:

- I. The identification and availability of sufficient funds in appropriate accounts for the current year within Board approved estimates; and
- II. The opinion of the CEO and the Deputy Chief Librarian that the requirement for the goods or services will continue to exist in subsequent years and, the concurrence of the Town Treasurer that the required funding can reasonably be expected to be made available.

5.4 Acquisitions Outside of the Approved Budget:

- I. Acquisitions that are deemed by the CEO or Designate to be necessary but that are **not in the approved capital budget** must be approved by the Library Board prior to the commencement of the solicitation process.
- II. Acquisitions that are deemed by the CEO or designate to be necessary but that are **not in the approved operating budget** must be approved by the Library Board and Council prior to the commencement of the solicitation process if the Acquisition value is over \$50,000.00.

5.5 Insufficient Budget at Time of Award of Solicitation:

In the event that the Bid that is recommended for Award exceeds the approved funds available, the Library may pursue any of the following options:

- I. The Library may add additional funds to the approved budget, provided that there are sufficient funds available to allow the Library to Award. The CEO is required to submit a Staff Report to the Board seeking approval for the use of the additional funds.

When the total amount requested exceeds the approved budget and additional funds are not available within the Library Board's Budget, then the CEO shall submit a report for additional funds to the Board. With Board approval, the CEO shall submit a request for additional funding to the Treasurer of the Town. In consultation with the Town Treasurer, the CEO shall submit a request to Council for the additional funds

- II. Award part of the Call for Bid;
- III. Negotiate if the Call For Bid permits it;
- IV. Cancel the Call For Bid; or
- V. Materially revise the Call For Bid and issue the revised Call For Bid.

6. RESPONSIBILITIES AND AUTHORITIES

Overall Considerations

All Library Staff are accountable for the decisions and actions, which they take pursuant to this Policy and in the administration of Contracts, which have been Awarded.

Where the CEO is authorized to undertake any activity pursuant to this Policy, such activity may be undertaken by their authorized Designate. In the absence of the CEO, the Deputy Chief Librarian shall act as the authorized Designate.

6.1 Chief Executive (CEO)

- 6.1.1 The CEO shall ensure that all Staff adhere to the Purchasing Policy and shall address any non-compliance.
- 6.1.2 The CEO shall award Contracts during the time that regular Board meetings are suspended, during a period of recess, in an Extraordinary Circumstance (Emergency Purchase per Schedule B), and as a result of a Call For Bid, provided that a report is submitted to Board, as soon as is reasonably possible, setting out the details of any Contract awarded pursuant to this authority.
- 6.1.3 The CEO or Designate is responsible for the authorization of all Single, Sole, and Emergency Purchase Acquisitions, and any acquisitions where the provisions of the Purchasing Policy were waived.
- 6.1.4 The CEO or Designate may authorize the approval of any Contract Change Order that is in excess of the service area authority level, providing that the conditions outlined in the Contract Change Order section of this policy have been satisfied.
- 6.1.5 The CEO or Designate shall ensure that all required reports to the Board and Council are prepared, including but not limited to a semi-annual Board report for all authorized Contract Change Orders (CCO), and an annual report for the Board, listing all Single Source, Sole Source and Emergency Purchases.

6.2 Purchasing Team

- 6.2.1 The Purchasing Team shall:
 - i. Monitor adherence to the provisions of this policy and the Purchasing Procedures and report any non-compliance to the CEO.
 - ii. Be responsible for all procurement activities within the Library and shall be accountable for determining and achieving specific objectives as outlined for each procurement project. This includes facilitating all aspects of the Call For Bid process.
 - iii. Ensure that best value is achieved throughout the procurement process as much as is possible and that there are sufficient funds available and identified for all purchase requests.

- iv. Have the authority to award and execute Contracts and/or delegate the authority to their Staff based on the requirements of this Policy up to the thresholds as per their Staff's signing authority.
- v. Along with their Staff, ensure that Vendor agreement templates are reviewed in advance, by the Library's legal resources;
- vi. Participate in negotiations with Vendors subject to other provisions within this Policy, monitor and document Vendor performance and compliance with Contracts.
- vii. Along with their Staff, ensure that Contract Change Order forms are properly completed with appropriate approvals, including the CEO, and then provided to the Town's Purchasing Services to process.
- viii. Along with their Staff, ensure that additional funding forms are properly completed with appropriate approvals, including the CEO, and then provided to the Town's Purchasing Services to process. The required additional funding must be in place prior to the execution of the Contract or amendment thereto.
- ix. Ensure that Emergency Purchase, Sole Source and Single Source forms are completed and issued to the CEO for review prior to Contract commitment consistent with the requirements outlined in Schedule B.
- x. Review in advance with the CEO when contemplating any acquisition where the provisions of the Purchasing Policy are being waived.
- xi. Responsible for the proper process and notifications (Purchasing Services) once an item has been deemed as a Surplus Asset (excluding Library land and/or buildings) over \$500 for Sale or Disposal as outlined in the Purchasing Procedures.
- xii. Responsible for reviewing all contemplated Lease agreements with the CEO, the Library's legal resources, the Town's Purchasing Services and the Town's Treasurer. A Staff Report may be prepared for Board and then Council consideration, if required.
- xiii. Act as the Library's representative with other public agencies including the GBAPPC, Broader Public Sector (BPS), Ontario Shared Services (OSS), Ontario Education Collaborative Marketplace (OECM), Ministry of Government Services (MGS), on initiatives and participate in cooperative contracts with these and related agencies where such involvement is in the best interest of the Library.

The Library's Purchasing Team may work with and seek advice from the Town's Purchasing Services depending on the type and level of procurement.

PART V

7. STANDARD METHODS OF PROCUREMENT

7.1. General

The Acquisition Methods described below shall be utilized, unless another section of this Policy applies, as recommended by the Chief Librarian and shall be advertised, reported, approved and the Contract executed in accordance with the provisions of this Policy and in accordance with Schedule B.

7.2. Low Cost Purchase (LCP)

A Low Cost Purchase (LCP) shall be conducted for Acquisitions not covered under an existing Contract or otherwise requiring another Acquisition Method as described in this Policy. Acquisitions within this category are not to be repetitive or ongoing and are instead intended to be “one-off” or small, multiple purchases with a cumulative value not exceeding the prescribed threshold.

Where practical, three written quotes should be solicited to ensure that a fair and competitive process has been conducted.

The threshold, advertising, approval and purchase execution parameters for this Acquisition method are outlined in Schedule B.

7.3. Informal Request for Quotation (RFQ)

Use of an Informal Request for Quotation for Goods, Services and Construction shall follow the process outlined below and shall be used only when specifications can be clearly defined:

1. A Call For Bid document shall be issued to the Purchasing Team for the solicitation;
2. Solicitation should be issued to a minimum of three (3) Bidders;
3. Award of the Contract shall be to the lowest Compliant Bidder; and,
4. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

7.4. Formal Request for Quotation (RFQ)

Use of a Formal Request for Quotation for Goods, Services and Construction shall follow the process outlined below and shall be used only when specifications can be clearly defined:

1. A Call For Bid document shall be issued to the Purchasing Team for the solicitation;
2. Solicitation shall be advertised through an electronic tendering method;
3. Award of the Contract shall be to the lowest Compliant Bidder;
4. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

7.5. Request for Tender (RFT)

Use of a Request for Tender for Goods, Services and Construction shall follow the process outlined below and shall be used only when specifications can be clearly defined:

1. A Call For Bid document shall be issued to the Purchasing Team for the solicitation;
2. Solicitation shall be advertised through an electronic tendering method;
3. Award of the Contract shall be to the lowest Compliant Bidder;
4. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

7.6. Informal Request for Proposal (RFP)

Use of an Informal Request for Proposal for Goods, Services and Construction shall follow the process outlined below and may be used when specifications cannot be clearly defined:

1. A Call For Bid document shall be issued to the Purchasing Team for the solicitation;
2. Solicitation should be issued to a minimum of three (3) Proponents;
3. Evaluation will be based on the criterion as outlined in the Call for Bid document of which price is only one criterion;
4. Award of the Contract shall be issued to the highest scoring Compliant Proponent;
5. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

7.7. Formal Request for Proposal (RFP)

Use of a Formal Request for Proposal for Goods, Services and Construction shall follow the process outlined below and may be used when specifications cannot be clearly defined:

1. A Call For Bid document shall be issued to the Purchasing Team for the solicitation;
2. Solicitation shall be advertised through an electronic tendering method;
3. Evaluation will be based on the criterion as outlined in the Call for Bid document of which, price is only one criterion;
4. Award of the Contract shall be issued or Negotiated (where permitted) with the highest scoring Compliant Proponent;
5. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

7.8. Request for Standing Order (RFSO)

Use of a Request for Standing Offer for Goods, Services and Construction shall be used when:

- (i) there is a need to develop a short list of qualified Proponents that have the capabilities to meet the Library's requirements;
- (ii) specifications can be clearly defined; and,
- (iii) there is a need for a roster list of Vendors for their services that will be provided on an "as needed or required" basis.

RFSO shall follow the process outlined below:

1. A Call For Bid document shall be issued to the Purchasing Team for the solicitation;
2. Solicitation shall be advertised through an electronic tendering method;

3. Evaluation will be based on the criterion as outlined in the Call For Bid document;
4. Selection methodology of the Proponents will be as outlined in the Call For Bid document;
5. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

7.9. Request for Information (RFI)

Use of a Request for Information for Goods, Services and Construction shall follow the process outlined below and shall be used when the requesting service area is seeking information, clarification, comments, feedback and/or reactions from the marketplace that may assist in compiling a potential future Call For Bids:

1. A written, formal, non-binding document shall be issued to the Purchasing Team for the RFI;
2. If applicable, the RFI may request publicly available commodity cost details for the purpose of budget planning;
3. An RFI submission shall not create any contractual obligation between the Library and the respondent;
4. The RFI document shall be advertised through an electronic tendering method;
5. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

7.10 Request for Expression of Interest (RFEIO)

Use of a Request for Expression of Interest for Goods, Services and Construction shall follow the process outlined below and shall be used when there is uncertainty regarding the market availability and interest in providing the Goods, Services and/or Construction for which the Library is contemplating Acquisition to assist with a potential future Call For Bids:

1. A written, formal, non-binding document shall be issued to the Purchasing Team for the RFEIO;
2. An RFEIO submission shall not create any contractual obligation between the Library and the respondent;
3. The RFEIO document shall be advertised through an electronic tendering method;
4. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

7.11 Request for Prequalification (RFPQ)

Use of a Request for Prequalification for Goods, Services and Construction shall follow the process outlined below and shall be used when the work is considered complex, high risk or there is a need to develop a short list of qualified Proponents that have the capabilities to meet the Library's requirements for an initial phase of a two or more phase solicitation process:

1. A Call For Bid document shall be issued to the Purchasing Team for the solicitation;

2. A subsequent Call For Bid document will be issued as outlined in the RFPQ only to the prequalified Proponents;
3. An RFPQ submission shall not create any contractual obligation between the Library and the Proponent;
4. Solicitation shall be advertised through an electronic tendering method;
5. Evaluation will be based on the criterion as outlined in the Call for Bid document;
6. Selection methodology of the prequalified Proponents will be as outlined in the Call for Bid document;
7. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

PART VI

8. ALTERNATIVE METHODS OF PROCUREMENT

8.1 Single Source

A Single Source may only be used when one of the following circumstances applies:

1. A Good or Service is compatible with an existing Library owned Good or Service where a substitute Good or Service is available, however the warranty, maintenance, or service will be affected if the substitute is used and it is therefore not in the Library's best interest to use the substitute;
2. A Good or Service is in short supply due to market conditions;
3. When either no Bids or no Compliant Bids were received in a Call For Bid process;
4. Specific Standards are adopted by the Library Board requiring certain Goods or Services;
5. A Good or Service is being purchased for defined testing or a trial use period;
6. A Good or Service is of a confidential condition or matter and where the disclosure of such in an open competition could compromise confidentiality of the Vendor or the Library or be contrary to public interest; or,
7. When the Library has a Lease with a purchase option and exercising the purchase option would benefit the Library.

Negotiations may be used with a Single Source. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

8.2 Sole Source

A Sole Source may only be used when one of the following circumstances applies:

1. A Good or Service is covered by an exclusive right such as a patent, copyright or exclusive licence; or,
2. A Good or Service is compatible with an existing Library owned Good or Service or is a replacement part for which there are no substitutes.

Negotiations may be used with a Sole Source. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

8.3 Emergency Purchase

An Emergency Purchase may be authorized by the CEO or Designate when it is required to:

1. Prevent or alleviate serious delay;
2. Maintain essential services;
3. Maintain security or order;
4. Protect public property;
5. Protect human, animal or plant life or health or prevent/alleviate a threat to same;
6. Comply with official orders issued by an upper tier government (e.g. Province); or,

7. Comply with the Emergency Response Plan or respond to a State of Emergency.

Negotiations may be permitted and used with this type of purchase. The threshold, advertising, approval and purchase execution parameters are outlined in Schedule B.

8.4 Cooperative Purchase

Cooperative Purchases are encouraged through any public sector agency where it is in the Library's best interest. Deviations from this policy may be required and are permitted when engaging with Cooperative Purchases because agencies may have different procurement procedures and strict compliance with all policies may not be practical.

8.5 Unsolicited Proposal

An Unsolicited Proposal received by the Library shall be reviewed by the CEO and Purchasing Staff. Any Acquisitions resulting from the receipt of an Unsolicited Proposal shall comply with the provisions of this policy.

8.6 Sponsorship

Sponsorship opportunities will arise from; unsolicited proposals, direct solicitation, or a competitive process. Sponsorship will not result in, or perceived to result in, any competitive advantage, benefit, or preferential treatment outside the sponsorship agreement. There shall be no actual or implied obligation to purchase product or services of any sponsor.

Sponsorship opportunities will be offered in an open, equitable and fair manner, however it is acknowledged that the majority of sponsorships shall be the result of direct solicitation by Library Staff for such purposes without the process of competitive bidding.

The Library will make the sole and final determination as to whether a sponsorship or advertising opportunity may be a competitive or non-competitive arrangement.

8.7 Negotiated Purchase

Negotiations during Acquisitions may be used under any of the following circumstances:

1. When only one submission is received and it exceeds the amount allocated in the budget, Negotiations may be conducted provided that the selected Vendor is Compliant;
2. During a Single, Sole or Emergency Purchase;
3. When a competitive Bid process has been conducted and an extension of the Contract term is available as outlined in the original Call For Bid;
4. When a competitive Bid process has been conducted and the Contract has expired or will shortly expire and unforeseeable circumstances have caused a delay in issuing a new Call For Bid; in such cases, the Contract extension should not extend beyond a one (1) year term;
5. Where a competitive Bid process has been conducted and expanded works or coordinated works are appropriate in the circumstances.

PART VII

9 OTHER

9.1 In-House Bids

The acceptance and Award of in-house Bids shall require the prior approval of the Library Board, and only be permitted where private sector Vendors have also been given an opportunity to submit Bids.

9.2 Specifications

- 9.2.1 Members of the Purchasing Team are responsible for the preparation of the specifications for the applicable Acquisition Method and same shall be approved by the CEO.
- 9.2.2 The Purchasing Team may review and recommend amendments to the specifications. The specific area Manager and the Purchasing Team shall collaborate in the finalization of the specifications and associated Procurement documents.
- 9.2.3 Specifications should be clear and concise. They must not be structured to restrict or limit competition due to brand or other similar requirements. They shall allow for potential Vendors to provide alternatives in the event that an equivalent product or method is available. Biasing of specifications in favour of, or against, a particular Good or Service is prohibited. Nothing in this section restricts the ability to design specifications in unique situations, e.g. standardization or compatibility with existing Goods or Services.
- 9.2.4 Vendors may be requested to expend time, money and effort on the content or in the development of a specification(s) or otherwise help define a requirement to be contained in the specifications that may be used in a Procurement document. A Vendor who provides such assistance shall be deemed as a consultant of the Library and the specifications are deemed property of the Library. Such a Vendor shall be prohibited from submitting a response to a Call For Bid for which those specifications apply.

9.3 Corporate Purchasing Card

- 9.3.1 Acquisitions made with the corporate purchasing card must comply with this Policy and the Library's/Town's purchasing card program and applicable policies.
- 9.3.2 No personal purchases may be made with the corporate purchasing card that are not authorized by Library/Town policy. Library Staff shall not use corporate purchases to gain personal points or other similar benefits in any Vendor reward program.

9.4 Bid Review Committee

- 9.4.1 Members of the Purchasing Team, in collaboration with Legal Services as required, comprise the Bid Review Committee who initially reviews submissions for compliance with the Procurement document requirements.
- 9.4.2 When a Bid Irregularity is present, action shall be taken in accordance with the attached Bid Irregularity Schedule (Schedule C).

9.5 Evaluation Committee

9.5.1 Evaluation Committees are used with some Acquisition Methods to allot points according to the criteria and submission requirements in the Call For Bid. The highest scoring submission will be the successful Proponent, subject to the terms and conditions of the Call For Bid and this Policy.

9.6 Tie Bids

9.6.1 In the case of a tie of the scores between two Compliant Bidders/Proponents, and where multiple Awards are not possible, the Library shall determine the successful Bidder/Proponent by a coin toss as outlined in the Purchasing Procedures.

9.6.2 In the case of a Tie Bid of the scores between three or more Compliant Bidders/Proponents, and where multiple Awards are not possible, the Library shall determine the successful Bidder/Proponent by a draw of the Bidder's/Proponent's names from a receptacle as outlined in the Purchasing Procedures.

9.7 Vendor Performance

9.7.1 Members of the Purchasing Team are responsible for monitoring and documenting Vendor performance and ensuring compliance with Contracts. Managers shall address performance issues directly with the Vendor to resolve and document all performance issues and acknowledgements related to same.

9.7.2 The CEO shall be advised of Vendor performance issues in writing from the Manager. The CEO or Designate will consult with the Manager and Library/Town Solicitor, where appropriate, to resolve any ongoing and/or escalating or unsatisfactory performance issues. If performance issues cannot be resolved, the CEO may, in consultation with Legal Services, terminate the Contract.

9.7.3 Any Vendor (or its subcontractors) that is involved in unprofessional conduct (the nature of which the Library will be the sole judge), a health and safety violation, criminally charged, or in dispute or litigation of any kind with the Library, the Library may terminate the Contract with that Vendor. That Vendor may also be excluded from bidding at the discretion of the CEO in consultation with the relevant Manager, and Legal Services where appropriate. The exclusion from Bid participation shall not last longer than two years.

9.8 Alternative Dispute Resolution – Competitive Bid Process Protest

9.8.1 All Vendors dealing with the Library or bidding on potential Contracts shall resolve any and all disputes they have specific to the competitive Bid process through the Alternative Dispute Resolution (ADR) process described in the Call For Bid and shall agree to such process as part of any response to the competitive Bid process.

9.8.2 The Award of any Contract shall not be rescinded or the progress of any project delayed by a request for the use of the ADR unless recommended by the CEO or Designate and/or the relevant Manager.

9.8.3 Any Vendor that has asked to participate in the ADR process will be provided with information by Purchasing Team Staff to assist them to understand the Bid process and to assist them to improve their future Bid submissions for the Library.

9.9 Alternative Dispute Resolution - Contract Disputes

Any Contract disputes that arise between the successful Bidder/Proponent and the Library during the term of the Contract shall be handled through the Contract dispute process as outlined within the Call For Bid or Contract.

9.10 Contract Change Order

- 9.10.1 A Contract Change Order shall be executed by the CEO or Designate provided that the total project cost has not exceeded the level authorized by Council.
- 9.10.2 Where a Contract Change Order exceeds the service area Designate signing authority level, the CEO may approve the execution of the Contract Change Order provided that the total project cost has not exceeded the level authorized by Council.
- 9.10.3 Where a Contract Change Order or the cumulative value of the Contract Change Orders plus the original Contract price exceeds the level authorized by Council by less than \$50,000, the CEO or Designate shall obtain the appropriate Additional Funding authorization, first from the Library Board. Additional Funding authorization from the Town CAO and Treasurer must be acquired prior to executing the Contract Change Order.
- 9.10.4 Where a Contract Change Order or the cumulative value of the Contract Change Orders plus the original Contract price exceeds the overall level authorized by Council by more than \$50,000, Board and Council approval of additional funds are required.
- 9.10.5 Where a Contract Change Order is to be paid by a third party and the security to ensure payment is in place to the satisfaction of the CEO, the CEO or Designate may execute the Contract Change Order. Where a portion of the Contract Change Order is to be paid by the Library, the appropriate provisions of the Policy shall be followed.
- 9.10.6 Funding should be in place prior to approving the CCO and prior to the execution of the works. When it is not possible to complete the CCO prior to the execution of the works, it shall be completed as soon as possible after commencement.

9.11 Board Reporting & Approval

9.11.1 Board Reporting - The CEO or Designate shall create a Report for the Board in the following circumstances:

1. The value of the Acquisition is greater than \$1,000,001., but is within the level authorized by Council;
2. A Single Source, Sole Source or Emergency Purchase is greater than \$50,000.
3. The CAO and Treasurer have approved additional funding to award a project that is over the level authorized by Council when the overage is between \$25,000. and \$50,000.
4. A report is requested;
5. A report is required as per Schedule B.

The Board may subsequently direct the CEO/Designate to prepare a Memo to Council.

9.11.2 Board Approval – is required:

1. Where an Acquisition or Contract Change Order exceeds the level authorized by Council by more than \$50,000;
2. Where the lowest Compliant Bid submission is not being recommended for Award;
3. Where the highest scoring Compliant Bid submission is not being recommended for Award;
4. Where provision(s) of this Policy are being waived;
5. Where the Acquisition of a tangible capital asset was not included in the approved capital budget;
6. Where Goods, Services or Construction were not included in the approved operating budget and the cost is over \$50,000;
7. Any Contract requiring approval from the Ontario Municipal Board;
8. Any Contract prescribed by statute to be authorized by Council;
9. Where Council has directed Staff to provide a report for approval.

The Board may subsequently direct the CEO or Designate to create a Staff Report to be included in the Council agenda for consideration for approval.

Approved by the Innisfil Public Library Board on October 9, 2018
Motion Number: 2018.74

Supersedes Policy #2018-04, approved February 26, 2018, Motion #2018.20; & Policy #2014-22, approved November 17, 2014, Motion #2014.84; Policy #2011-28, approved November 21, 2011, Motion #2011.77; & Policy #2008-14, approved September 15, 2008, Motion #2008.55; & Policy #2004-10, approved December 13, 2004 Motion #2004.61.

SCHEDULE A
GOODS & SERVICES EXEMPT FROM PROVISIONS OF
THE PURCHASING POLICY

1. Training and Education:

- a) Books;
- b) Conferences;
- c) Courses;
- d) Conventions;
- e) Memberships;
- f) Seminars;
- g) Periodicals;
- h) Magazines;
- i) Staff training;
- j) Staff development;
- k) Staff workshops;
- l) Subscriptions.

2. Refundable Employee Expenses:

- a. Advances;
- b. Meal allowances;
- c. Travel & Hotel accommodation;
- d. Entertainment;
- e. Mileage;
- f. Miscellaneous – non-travel.

3. Employer's General Expenses:

- a) Payroll deduction remittances;
- b) Licences (vehicles, elevators, radios, etc.);
- c) Debenture payments;
- d) Grants to agencies/donations;
- e) Payments of damages;
- f) Tax remittances;
- g) Charges to/from other Government or Crown Corporations;
- h) Employee wages;
- i) Freight charges.

4. Professional and Special Services:

- a) Committee fees;
- b) Witness fees;
- c) Court reporters' fees;
- d) Honoraria;
- e) Arbitrators;
- f) Legal settlements;
- g) Temporary help;
- h) Programme instructor fees;
- i) Courier charges;
- j) Legal fees.

SCHEDULE A
GOODS & SERVICES EXEMPT FROM PROVISIONS OF
THE PURCHASING POLICY (Continued)

5. Utilities/Other:
 - a) Postage;
 - b) Water and sewer charges;
 - c) Hydro;
 - d) Cable television charges;
 - e) Telephone, connectivity (excluding cellular services);
 - f) Natural gas/propane;
 - g) Refunds and rebates to ratepayers;
 - h) Utility relocates by a Public Utility Vendor;
 - i) Collection Agencies (ex: Tax Sale Services);
 - j) Land and Building Acquisition and Disposal – Exempt unless otherwise directed in the current versions of the Town's *Sale & Other Disposition of Land Policy* and the *Real Property Acquisition Policy*, as amended.

6. Advertising:
 - a. Classified advertising such as help wanted, for sales, etc.;
 - b. Display advertising such as event notices;
 - c. Public Tender advertising.

**SCHEDULE B
SUMMARY OF THRESHOLDS FOR PURCHASING**

Purchase Type	Purchase Threshold	Procurement Method	Advertising	Approval	Purchase Execution
Low Cost Purchase (LCP)	\$0 - \$25,000	<ul style="list-style-type: none"> • Process facilitated by service area directly; • Three (3) written quotations where practical. 	<ul style="list-style-type: none"> • Not Required. 	<ul style="list-style-type: none"> • The CEO or Designate shall authorize specific Staff to make (LCP); and • Ensure that the personnel with the appropriate signing authority enters into contract with the awarded Bidder. 	<ul style="list-style-type: none"> • Corporate Purchasing Card or; • Purchase Order; and/or • Vendor invoice.
Informal Request for Quotation (RFQ)	*\$25,001 - \$101,100	<ul style="list-style-type: none"> • Process facilitated through the Purchasing Team & Purchasing Services (if required); • Call For Bid issued to minimum of three (3) Vendors. 	<ul style="list-style-type: none"> • By invitation through Electronic Tendering System; • Optional: Posted publicly through Electronic Tendering System 	<ul style="list-style-type: none"> • The CEO or Designate shall authorize specific Staff to create specifications for the Call For Bid; and • Ensure that the personnel with the appropriate signing authority enters into contract with the awarded Bidder. 	<ul style="list-style-type: none"> • Contract Agreement; and • Purchase Order.

Purchase Type	Purchase Threshold	Procurement Method	Advertising	Approval	Purchase Execution
Formal Request for Quotation (RFQ)	*\$101,101 +	<ul style="list-style-type: none"> • Process facilitated through the Purchasing Team & Purchasing Services (if required); • Call For Bid issued. 	<ul style="list-style-type: none"> • Electronic Tendering System; • Optional: Other forms of advertising where desired. 	<ul style="list-style-type: none"> • The CEO or Designate shall authorize specific Staff to create specifications for the Call For Bid; and • Ensure that the personnel with the appropriate signing authority enters into contract with the awarded Bidder. 	<ul style="list-style-type: none"> • Contract Agreement; and • Purchase Order.
Request for Tender (RFT)	*\$101,101 +	<ul style="list-style-type: none"> • Process facilitated through the Purchasing Team & Purchasing Services (if required); • Call For Bid issued. 	<ul style="list-style-type: none"> • Electronic Tendering System; • Optional: Other forms of advertising where desired. 	<ul style="list-style-type: none"> • The CEO or Designate shall authorize specific Staff to create specifications for the Call For Bid and; • Ensure that the personnel with the appropriate signing authority enters into contract with the awarded Bidder 	<ul style="list-style-type: none"> • Contract Agreement; and • Purchase Order
Informal Request for Proposal (RFP)	*\$25,001 - \$101,100	<ul style="list-style-type: none"> • Process facilitated through the Purchasing Team & Purchasing Services (if 	<ul style="list-style-type: none"> • By invitation through Electronic Tendering System; • Optional: Posted publicly through 	<ul style="list-style-type: none"> • The CEO or Designate shall authorize specific Staff to create specifications for the Call For Bid; and • Ensure that the 	<ul style="list-style-type: none"> • Contract Agreement; and • Purchase Order.

Purchase Type	Purchase Threshold	Procurement Method	Advertising	Approval	Purchase Execution
		<ul style="list-style-type: none"> • required); • Call For Bid issued to minimum of three (3) Vendors 	Electronic Tendering System	personnel with the appropriate signing authority enters into contract with the awarded Bidder	
Formal Request for Proposal (RFP)	*\$101,101 +	<ul style="list-style-type: none"> • Process facilitated through the Purchasing Team & Purchasing Services (if required); • Call For Bid issued 	<ul style="list-style-type: none"> • Electronic Tendering System; • Optional: Other forms of advertising where desired 	<ul style="list-style-type: none"> • The CEO or Designate shall authorize specific Staff to create specifications for the Call For Bid; and • Ensure that the personnel with the appropriate signing authority enters into contract with the awarded Bidder. 	<ul style="list-style-type: none"> • Contract Agreement; and • Purchase Order
Request for Standing Offer (RFSO)	Any Amount	<ul style="list-style-type: none"> • Process facilitated through the Purchasing Team & Purchasing Services (if required); • Call For Bid issued. 	<ul style="list-style-type: none"> • Electronic Tendering System; • Optional: Other forms of advertising where desired 	<ul style="list-style-type: none"> • The CEO or Designate shall authorize specific Staff to create specifications for the Call For Bid and; • Ensure that the appropriate signing personnel authorize the prequalification of the selected Bidders/Proponents. 	<ul style="list-style-type: none"> • Contract Agreement; and • Purchase Order; and/or • Vendor Invoice

Purchase Type	Purchase Threshold	Procurement Method	Advertising	Approval	Purchase Execution
Request for Prequalification (RFPQ)	Not Applicable	<ul style="list-style-type: none"> • Process facilitated through the Purchasing Team & Purchasing Services (if required); • Call For Bid issued. 	<ul style="list-style-type: none"> • Electronic Tendering System; • Optional: Other forms of advertising where desired. 	<ul style="list-style-type: none"> • The CEO or Designate shall authorize specific Staff to create specifications for the Call For Bid; and • Ensure that the appropriate signing personnel authorize the prequalification of the selected Proponents 	<ul style="list-style-type: none"> • Not applicable
Request for Information (RFI) or Expression of Interest (EOI)	Not Applicable	<ul style="list-style-type: none"> • Process facilitated through the Purchasing Team & Purchasing Services (if required); • RFI or EOI document issued. 	<ul style="list-style-type: none"> • Electronic Tendering System; • Optional: Other forms of advertising where desired. 	<ul style="list-style-type: none"> • The CEO or Designate shall authorize specific Staff to create specifications for the RFI or EOI. 	<ul style="list-style-type: none"> • Not applicable
Single Source OR Sole Source	\$25,001+	<ul style="list-style-type: none"> • Process facilitated through the Purchasing Team & Purchasing Services (if 	<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Single/Sole Source Form and Report submitted from the CEO or Designate or appropriate signing authority to the Board for approval of 	<ul style="list-style-type: none"> • Contract Agreement and; • Purchase Order

Purchase Type	Purchase Threshold	Procurement Method	Advertising	Approval	Purchase Execution
		required).		<p>process before commitment of Acquisition is made;</p> <ul style="list-style-type: none"> • Vendor quotation is required; • Memo to Council is required (\$50,000 +) or • At the Board's discretion, Council Approval may be requested. 	
Emergency Purchase	\$25,001 +	<ul style="list-style-type: none"> • Not applicable 	<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • CEO or Designate approval required; and • Memo to the Board is required or; • Emergency Purchase Form submitted to CEO from Manager with above approval issued before commitment of Acquisition if possible and practical or as soon as possible after, given the circumstance; • Vendor quotation, if possible and practical given the 	<ul style="list-style-type: none"> • Contract Agreement where possible, given the circumstance; and • Purchase Order.

Purchase Type	Purchase Threshold	Procurement Method	Advertising	Approval	Purchase Execution
				circumstance; <ul style="list-style-type: none"> • A Report to the Board is required; • At the discretion of the CEO, Board approval may be requested; • At the discretion of the Board, Council Approval may be requested, and a Memo to Council and to the Town Treasurer may be required. 	
Purchases where the provisions of the policy are being waived	Any Amount	<ul style="list-style-type: none"> • Not applicable. 	<ul style="list-style-type: none"> • Not applicable. 	<ul style="list-style-type: none"> • CEO or Designate approval required prior to purchasing; • Board approval required. At the discretion of the Board, a Report to Council may be required. 	<ul style="list-style-type: none"> • Where appropriate, Contract Agreement; and/or • Purchase Order; • Copy of Staff report and Board Motion

*The purchase threshold amounts as legislated, will be adjusted for inflation every two years at the start of the year to be compliant with the Canadian Free Trade Agreement (CFTA) and the Canadian-European Union Comprehensive Trade Agreement (CETA) treaties.

SCHEDULE C BID IRREGULARITIES

A Bid irregularity is a deviation between the requirements (terms, conditions, specifications, special instructions) of a Bid request and the information provided in a Bid response.

A **"major irregularity"** is a deviation from the Bid request that affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the Bidder/Proponent could gain an unfair advantage over competitors. Purchasing Services shall reject any Bid, which contains a major irregularity.

A **"minor irregularity"** is a deviation from the Bid request, which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected, the Bidder/Proponent would not gain an unfair advantage over competitors. The Purchasing Team in consultation with Legal Services may permit the Bidder/Proponent to correct a minor irregularity.

ACTION TAKEN:

1. The Bid Review Committee shall be responsible for all action taken in dealing with Bid Irregularities, and acts in accordance with the nature of the irregularity:
 - ✓ major irregularity (automatic rejection);
 - ✓ minor irregularity (Bidder/Proponent may rectify).
2. The list of irregularities in this schedule should not be considered all-inclusive. The Bid Review Committee will review minor irregularities not listed and acting in consensus shall have authority to waive other irregularities or grant two (2) business days to initial such irregularities, which they jointly consider to be minor.
3. Where a submitter has been given notice of a specified time period to correct an irregularity, the submitter shall be deemed to be in default of the process and, where applicable, the Bid deposit shall be forfeited if the correction is not made. The submission will be given no further consideration for award.
4. This Bid Irregularity List shall apply where the irregularity is with respect to a stated requirement of a Formal Call For Bid (RFQ, RFP, and RFT) or Information Gathering Bid (RFEOI, RFI, RFPQ) and where the submission must be received on/before a specified date and time.

**SCHEDULE C
BID IRREGULARITIES - SUMMARY**

ITEM	IRREGULARITY	MINOR	MAJOR	ACTION
GENERAL				
1	Late Submissions		✓	Electronic Tendering system shall not accept late Bid submissions.
2	Failure to attend mandatory site visit		✓	Automatic rejection.
3	Partial Submissions (all items not bid on)		✓	Acceptable only if Bid document allows for partial items to be bid on, otherwise it's automatic rejection.
4	Conditional Submissions (Ex: Submissions qualified, based on a Bidder's/Proponent's condition or restricted by an appended statement)		✓	Rejection unless, in the opinion of the Bid Review Committee, the qualification or restriction is minor and would not adversely affect an award decision and/or the total price.
5	Submissions Containing Minor Obvious Clerical Errors that do not result in any ambiguity with respect to the overall submission and/or award decision	✓		Two (2) business days to correct and initial errors.
6	Submitter has not been previously qualified under a related pre-qualification process, where applicable		✓	Automatic Rejection.
7	Other Minor Irregularities	✓		The Bid Review Committee shall have the authority to waive irregularities, which are considered minor.
8	Any Irregularity	✓		Despite the provisions herein contained, The Board/Council may waive any irregularity where it considers it to be in the best interest of the Library/Town.
BID DOCUMENTS				
9	Bid submitted in other than the original Bid Form format		✓	Automatic rejection
10	All mandatory (required) sections of the document not completed		✓	Automatic rejection. Electronic Tendering system shall not accept submission without all mandatory sections completed.
11	Bid Form not signed, electronic signature missing or authority to bind missing		✓	Automatic rejection. Electronic Tendering system shall not accept submission unless the Proponent/Bidder has checked the box confirming authority to submit a proposal/Bid on behalf of the Proponent/Bidder.

**SCHEDULE C
BID IRREGULARITIES – SUMMARY (Continued)**

12	Failure to acknowledge addendum(s)		✓	Automatic rejection. Electronic Tendering system shall not accept submission unless the Proponent/Bidder acknowledges addendum(s).
13	Incomplete, illegible or obscure submissions or submissions which contain additions not called for, erasures, alterations, or strike-out errors or irregularities of any kind that are immaterial	✓		The Bidder/Proponent will be allowed two (2) business days to correct the irregularity if deemed immaterial by the Bid Review Committee.
14	Submissions not completed in English		✓	Automatic rejection.
15	Submissions received on Call For Bid documents other than those provided on tender forms/documents from the Library/Town		✓	Automatic rejection.
16	Alternate items provided in whole or in part	✓		Available for further consideration unless specified otherwise in the request.
17	Pages requiring completion of information by Bidder/Proponent are missing and/or uploaded incorrectly		✓	Automatic rejection.
BID DEPOSIT				
18	Bid Deposit (Bid Bond) not submitted/uploaded accurately with submission		✓	Automatic rejection.
19	Bid Deposit (Bid Bond) not in the acceptable form		✓	Automatic rejection.
20	Library/Town is unable to verify authenticity of Bid Deposit (Bid Bond/Digital Bond)		✓	Automatic rejection.
21	Amount on Bid Deposit (Bid Bond) is incorrect and/or insufficient	✓		Two (2) business days to rectify.
22	Surety provider and/or Bidder's/Proponent's authorized signature missing from the Bid Bond	✓		Two (2) business days to rectify.

**SCHEDULE C
BID IRREGULARITIES – SUMMARY (Continued)**

23	Effective period of Bid Bond is less than the irrevocable period stipulated in the Call For Bid document	✓		Two (2) business days to rectify.
AGREEMENT TO BOND				
24	Agreement to bond with the Library/Town not submitted with submission or uploaded correctly		✓	Automatic rejection.
25	Agreement to bond amount is incorrect and/or insufficient	✓		Two (2) business days to rectify.
26	Surety provider and/or Bidder's/Proponent's authorized signature missing from Agreement to Bond	✓		Two (2) business days to rectify.
PRICING				
27	Failure to include the Schedule(s) of Items & Prices, Price Form, Unit Pricing, Lump Sum Pricing or Price Details, as may be applicable, for inclusion with the submission		✓	Automatic Rejection. The Electronic Tendering System will not allow the Bidder/Proponent to submit if all mandatory fields are not filled out.
28	Conditions placed by the Bidder/Proponent on the Total Contract Price		✓	Automatic rejection.
29	Pricing appears to be unbalanced to the extent that it would have a significant adverse effect on the Library/Town if awarded		✓	Automatic rejection.
POST AWARD NOTIFICATION				
30	Failure to execute required bonding or financial security within the prescribed time period		✓	Automatic rejection and Bid Deposit forfeited.
31	Failure to execute a Contract Agreement within the prescribed time period		✓	Automatic rejection and Bid Deposit forfeited.
32	Failure to provide supporting documents, as specified within the Bid document and within the prescribed time period		✓	Automatic rejection and Bid Deposit forfeited.