

GOV 07 Financial Governance

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1.0 Authority

The Board is accountable to the community and its Council for the financial affairs of the Whitchurch-Stouffville Public Library (the Library) and the Latcham Art Centre (the Art Centre). The Board must ensure adequate controls are in place to manage finances and see that the Library and Art Centre have adequate resources to deliver services and fulfill their missions.

This policy sets out the Board's financial practices with respect to:

- financial administration;
- procurement of goods and services.

2.0 Financial Administration

In accordance with the *Public Libraries Act*, the Board shall appoint the CEO as Treasurer who will open an account or accounts in the name of the Board in a chartered bank, trust company or credit union approved by the Board.

The Board shall appoint at least three signing officers, one of which will be the Treasurer.

The financial year of the Library and Art Centre shall terminate on the 31st day of December in each year. The Board shall submit to Council, annually on or before the

date and in the form specified by Council, estimates of all sums required during the year. The Board shall also prepare, for Council approval, annual estimates of a long-term capital budget which supports the Library and Art Centre's approved long-term goals. The Board will provide sufficient information to support the estimates.

The Board shall monitor the finances to ensure that the ongoing financial position of the Library and Art Centre is consistent with the priorities approved by the Board.

The accounts of the Board shall be audited, by a person appointed by the Municipality in accordance with the *Municipal Act*, and an audit report submitted to the Board annually. An audit may also be undertaken, upon the death, resignation, dismissal or other termination of the treasurer of the Board, and at such other times as the Board shall direct.

The CEO will submit a copy of the audited financial statement to the Ministry of Tourism, Culture and Sport as part of the requirements to complete the Ontario Public Libraries Annual Survey.

3.0 Fines and Fees

The *Public Libraries Act* provides the Board with the authority to, subject to the regulations:

- impose fees as it considers proper for certain services; and
- impose fines for breaches of rules established by the Board.

"Fees" are imposed to defray all or part of costs of providing certain Library services.

"Fines" are imposed as a penalty for a breach of Library rules.

There shall be no fees imposed to the public to reserve and borrow circulating materials or to use reference and information services.

4.0 Payments and Refunds

Payment for lost or damaged materials is based on the cost of the item plus an administration fee per item.

5.0 Procurement of Goods and Services

In accordance with the *Municipal Act*, the Board shall adopt and maintain policies with respect to its procurement of goods and services. The policies shall include:

- the types of procurement processes that shall be used;
- the goals to be achieved by using each type of procurement process;
- the circumstances under which each type of procurement process shall be used;
- the circumstances under which a tendering process is not required;
- the circumstances under which in-house bids will be encouraged as part of a tendering process;
- how the integrity of each procurement process will be maintained;
- how the interests of the municipality or local Board, as the case may be, the public and persons participating in a procurement process will be protected;
- how and when the procurement processes will be reviewed to evaluate their effectiveness; and
- any other prescribed matter.

The Board's policies with respect to the above are set out in Appendix A to this policy.

Appendix A – Procurement of Goods and Services

Effective: May 5, 2022

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1. PURPOSE

The purpose of this Policy is to provide for a variety of source selection methods under varying market conditions supporting the premise that fair and open competition is a basic tenet of public acquisition.

2. PRINCIPLES

2.1 Efficient/Effective Purchasing

All purchasing shall be completed to procure by purchase the required quality and quantity of goods and/or services or professional and consulting services in the most efficient and cost-effective manner possible in the circumstances.

2.2 Open Market Procedure

All purchasing shall be completed in a manner which utilizes an open market procedure, whereby price quotations are obtained from more than one supplier either orally or in writing, for all purchases of goods and/or services or professional and consulting services, wherever practicable in the circumstances.

2.3 All Costs Considered

All purchasing shall be completed in a manner which considers all costs, including acquisition and operating and disposal costs, in evaluating bid submissions from responsive and responsible bidders, rather than in a manner which bases a decision solely on the lowest bid price.

2.4 Co-operative Purchasing

Where the best interests of the Library and/or Art Centre will be served, the Library and Art Centre may participate with other levels of government or their agencies, other municipalities or public authorities in cooperative purchasing ventures or joint contracts.

2.5 External Approvals

Where further approvals external to the Library or Art Centre are required prior to contract signing, the report recommending the award shall indicate that such approvals shall be obtained prior to the contract being executed and the commencement of the proposed works or acquisition.

2.6 Document Retention

Lists of all responses to bid solicitations received shall be retained for inspection by the Town Auditors until the end of the year following the date of the bid solicitation and shall be subsequently filed in accordance with the Library and Art Centre's Document Retention By-law.

2.7 Confidentiality

Subject to the *Municipal Freedom of Information and Protection of Privacy Act* and the *Municipal Act*, where requested by persons responding to bid solicitations, confidentiality concerning proprietary information and the bid will be maintained, but once the contract award is made public, the documentation supporting such an award may become a matter of public record.

3. GENERAL CONDITIONS

3.1 When Tendering Process Not Used

Non-competitive procurement is used in the following circumstances:

- when there is a statutory or market-based monopoly on the item;
- when no bids were received in a competitive process;
- when the required item is covered by an exclusive right such as a patent, copyright or exclusive license;
- when the purchase is already covered by a lease-purchase agreement where payments are partially or totally credited to the purchase;
- when it is necessary to ensure compatibility with existing products or to avoid violating warranty/guarantee requirements when service is required;
- when the required item is in short supply due to market conditions;
- when competitive sourcing for low value procurement would be uneconomical or would not attract bids;
- when competitive procurement may be found to be impractical for such items as meal expenses, incidental travel expenses (e.g. taxi service, phone calls), and training and education expenses;

- when an urgent procurement is necessary for fulfilling a statutory order issued by a federal or provincial authority, such as an environmental, public health, or workplace safety compliance order.

3.2 Consortia Purchases

The Library and Art Centre purchase products through various consortiums arranged by OLS (Ontario Library Services). OLS negotiates prices on electronic products and offers a range of discounts on other goods and services through Charitable Consortia Purchasing Agreements. These prices are based on competitive selection and negotiation. No sourcing is needed, since the competitive sourcing has already been done.

3.3 Procurement Process Evaluation

The Procurement of Goods and Services Policy and Procedures to be reviewed as time and circumstances require but is subject to a minimum once during a Board's four-year term.

3.4 Conflict of Interest

No appointed official or employee of the Library and Art Centre is authorized to purchase any goods and/or services or professional and consulting services, or award any contracts for any goods, construction or maintenance projects in any way other than as set out in this Policy.

3.5 Waiving of Policy

The Board can waive any part of this Policy, or the Policy in its entirety, by resolution for a specific purchase or project.

4. BUDGET APPROVAL AND ACQUISITION ACTIVITY

The Board approves annual budgets composed of operating and capital segments - subject to final approval by Town Council.

4.1 For Operating Budget Purchases

Purchases totaling up to 50% of the prior year's budget for goods and/or services may be authorized in advance of budget approval under the authority of the *Municipal Act*. Each purchase shall be authorized by the Chief Executive Officer or their designate. The names of the designated personnel authorized to approve such purchases shall be filed with the Treasurer of the Town and amended when necessary as a result of personnel changes. All purchases, whether before or after budget approval, shall follow the acquisition and approval process outlined in this Policy.

4.2 For Capital Budget Purchases

Individual capital purchases (or leases) needed in advance of budget approval each require Board approval. Once that approval is given or once the annual budget is approved, individual capital purchases shall follow the acquisition and approval process outlined in this Policy.

Note: Reports to the Board, after budget approval, will only occur if the cost resulting from the Request for Tender or Proposal is higher than the approved budgetary appropriation, a bid other than the low bid is recommended, less than three bids were received or the nature of the project is major construction.

5. ACQUISITION AND APPROVAL PROCESS

5.1 Goods and Services

The following approval is required for expenditures:

\$0 - \$10,000	Chief Executive Officer
\$10,001 - \$50,000	Chief Executive Officer and Board Chair or Vice Chair
Over \$50,001	Library Board

5.2 Emergency Purchases

Definition: Emergencies affecting public health and safety, potential major revenue loss, maintaining essential services, and/or damage to public property.

In the event of an emergency, normal purchasing and policy procedure is waived with the exception of signing authority. Reasonable effort under the circumstances will be used to acquire a reasonable price for goods and services purchased. Emergency

purchases and reasons for same made by the Chief Executive Officer shall be reported forthwith to the Library Board.

5.3 Blanket Purchase Orders

A blanket Purchase Order is used to permit the Library and Art Centre to secure goods and services from a supplier without initiating a purchase order for each transaction. Generally established for a given period of time, usually one year, and with fixed unit prices.

5.4 Procurement of Professional Consulting Services

Proposals should contain, but are not limited, to the following:

1. Terms of Reference
2. Details of Proposed Work Program
3. Cost Estimates
4. Company Qualifications
5. Project Staff Qualifications

5.5 Signing Authority

The Chief Executive Officer may delegate the authority to purchase goods or services to appropriate supervisory staff. The Library and/or Town's Finance Department will maintain a record of Library and Art Centre signing authority which will include dollar limits, scope of goods and services, and sample signatures.

5.6 Budgetary Control

It is the responsibility of the Chief Executive Officer to ensure that adequate funds are budgeted and available, and that the expenditure for goods and services is properly approved.

5.7 Verbal and Written Quotations

Quotes will be received from suppliers for any purchases of a value greater than \$10,001 and at least three written quotes (invitational bids) where applicable, shall be received from suppliers for purchases valued at \$10,001 - \$50,000. If three quotations (invitational bids) are not available, a written explanation must accompany quotations. All purchases of a value greater than \$50,001 will be tendered. All quotations should include price, all applicable taxes, terms and conditions, delivery date and transportation charges.

Where possible, all quotes will be obtained from known suppliers. Other sources include trade catalogues, telephone books and sales representatives.

Purchases for the Library or Art Centre will not be split into two or more orders to avoid purchasing procedure.

All quotes received will be recorded on a quotation sheet, and with accompanying a staff report filed with paid invoice(s) for audit purposes.

When technical information is required prior to acceptance of quote, the Chief Executive Officer may arrange to meet with bidders at a scheduled pre-tendering meeting to ensure all bidders receive the same information.

5.8 Petty Cash

A purchase of a value less than \$50 may be made by designated employees of the Library or Art Centre by the issuance of a petty cash voucher. Petty cash vouchers shall include the following information:

- a) names
- b) date monies are required
- c) amount of monies required
- d) item for which monies are required
- e) account number.

The voucher must be signed by the Chief Executive Officer or their designate after the purchase and presented to that individual handling petty cash, at which time they shall receive the monies. Any monies that have not been spent shall be returned by the individual to that person handling petty cash along with a receipt for the purchase.

5.9 Completion of a Purchase Order

If a formal contract is not entered into, a purchase order shall be issued. The purchase order will be completely filled out at the time an order (telephone order, mail order or on-line order) is placed. Proper authorization, either by the Chief Executive Officer or their designate, and an accurate account number is required on the purchase order in the appropriate space.

The administrative copy of the completed purchase order is kept until such time when the goods are received. The purchases are compared with the purchase order, and if in

order, 'received' and 'the date' is marked on the purchase order. The purchase order is then filed in the administrative files.

All outstanding purchases (at year end) will be recorded as accounts payable items.

6. PART "A" - TENDERING

6.1 Definition

The full Tender process is required for the purchase of goods, services, equipment and/or materials where there are clear specifications and where the value exceeds \$50,001 (fifty thousand dollars).

6.2 Desirable Tendering and Award Practices

The advertising of the Tender and the subsequent award of the contract results in a very significant transfer of public funds to a private person or corporation. The manner in which this transfer takes place must, therefore, be done in a formal, open and business-like manner, and in accordance with procedures which have been carefully considered and approved by the Board.

6.3 Requirement and Desirable Characteristics of a Contract

A contract is an agreement between two parties covering the supply of goods or services. For a contract to exist between two persons or parties there must have been an offer on the part of one, and acceptance on the part of the other.

As occurs in Municipal work, the offer/acceptance sequence of events occurs as follows:

- a) An invitation to Tender is published to advertise the fact that the Board is interested in entering into a contract.
- b) Bids will then be submitted by persons wishing to undertake to supply the goods or services. In some instances, the contract may be advertised as a "Qualified Contract" and only contractors who have "Pre-Qualified" are allowed to submit Tenders. Pre-qualifications of bidders consists of the screening of potential vendors in which such factors as financial capability, reputation, management and product quality are considered.
- c) A contract is entered into when the Board accepts one of the Tenders submitted.

6.4 No Legal Obligation

There is no legal obligation on the part of Board to accept any Tender submitted, and it is customary to state this in the Tender advertisement. An acceptance must not be conditional or qualified in any way, except as specified in the Tender. For example, if the acceptance of a Tender is to be conditional on the approval of a grant or matching funds, this fact shall be set forth in the Tender documents.

6.5 Contracts

Contracts, when entered into, shall be fair and reasonable to both parties. Tendering and contracting information have certain desirable characteristics. These are as follows:

- a) Full disclosure shall be made of all pertinent facts known to the Library Board relative to the item to be supplied which might affect the Tenderer's bidding.
- b) A Tender and contract shall be definite and specific in all points.
- c) A reasonable period of time shall be allowed for preparation and submission of bids.
- d) A specific time limit between the receipt and the acceptance of a Tender shall be included. Thirty (30) working days is considered to be a reasonable maximum time period unless specified otherwise in the Tender document.
- e) All documents relating to a contract shall be written in a clear and precise style without contradictory stipulations.

6.6 Contract Documents

The Contract documents consist of the Tender Forms, Contract Terms and General Conditions, Specifications, Instructions to Bidders, and Agreement to Bond. The following is a brief description of these documents.

1. Tender Form

The Tender Form when completed and properly signed is a legal offer by the bidder to supply/perform the contemplated goods/services and must be drawn up with care. This protects the interest of both the bidder and the Board.

The Tender Form shall be clear as to the type, quantity, location and extent of the goods/services and shall contain all necessary declarations required of the Tenderer. The time limit for signing the contract, usually ten (10) working days after the date of

acceptance, shall be clearly stated. Provision shall be made on the form to allow for clear identification of the Tenderer and the price or prices to be paid for the goods/services.

The Board shall provide a standard Tender Form in order to ensure that all Tenders are properly prepared and truly comparable.

2. Contract Terms and General Conditions

The Contract Terms and General Conditions set forth the duties, authority, responsibility, and relationships of the contracting parties and their representatives in the conduct of the work.

3. Instruction to Bidders

The Instructions to Bidders provide directions concerning the intended use of goods being bid, delivery requirements, etc. The instructions contain conditions that are specific to one particular contract.

4. Specifications

Specifications define specific requirements for the item or service. Either the term “or approved equal” should be used or the “equals” listed. Failure to respond or substitution shall result in a rejected bid.

5. Agreement to Bond

The inclusion of an Agreement to Bond Form in the Tender documents is recommended for all municipal contracts, including Board, unless otherwise specified. This form is signed and sealed by the Bidder, and in effect establishes with reasonable certainty that the Bidder will be able to obtain the necessary performance bond if their Tender is accepted by the Board. In this way, the Board is protected to some extent against delays and loss resulting from the successful bidder finding that he is unable to obtain the necessary bond.

6.7 Types of Contracts

The types of contracts usually entered into by a Board are noted below with some comments on the advantages and disadvantages presented by each.

1. Lump Sum Contract.

A lump sum contract is one in which payment is made on a stipulated bid amount for the entire contract. This type of contract is recommended for the supply of equipment, parts, or materials, and for service type contracts such as janitorial or typewriter maintenance.

2. Unit Price Contracts.

A Unit Price Contract is one in which payment is made at a stipulated unit price of actual outside maintenance contracts.

6.8 Tender Call Notification

The Chief Executive Officer or their designate shall advise Library Board Trustees and the C.A.O. of the Town of a Tender Call. This notification should include Tender Number, Tendered For, Closing Date.

6.9 Closing Date of Tender

The time required by the bidder to prepare and submit a Tender for an advertised contract is not less than 10 working days.

6.10 Closing the Tender

Tenders are to be closed at 3:00 p.m., local time, on Wednesdays.

6.11 Receiving of Tenders

Tenders are to be received only by the Chief Executive Officer or their designate in order to eliminate discrepancies and misplacement.

6.12 Opening of Tenders

Tenders are to be opened on the same day as the closing date. This shall be done in public one half (1/2) hour after the Tender has closed (3:30 p.m.).

7. PART “B” - REQUEST FOR PROPOSALS

7.1 Definition

A Request for Proposal (RFP) is required:

- when looking for the best proposal available as opposed to the lowest bid revealed by the Tender process (i.e. the sale of equipment)
- when although minimum requirements are supplied by the Library or Art Centre as part of the RFP, the bidder can exceed minimum requirements (i.e. bidders determining how best to achieve terms of reference for a Planning Study)
- when determining what the market has available for a product or service (i.e. allowing the bidder to offer up various brands of equipment that meet the minimum requirements included in the RFP)
- when the total scope or the potential specifications are uncertain (i.e. legal services, insurance services)
- Where the estimated value of the RFP is more than \$50,001 (fifty thousand dollars) annually, the Chief Executive Officer shall prepare a report for inclusion on a Board agenda regarding the awarding of the contract.
- Where the net expenditure on replacement equipment exceeds \$50,001 (fifty thousand dollars), the Chief Executive Officer shall prepare a report for inclusion on a Board agenda regarding the awarding of the contract.

7.2 No Legal Obligation

There is no legal obligation on the part of Board to accept any RFP submitted, and it is customary to state this in the RFP advertisement. The Board reserves the right to further negotiate with the bidders after the RFP has closed.

7.3 Contracts

Contracts, when entered into, shall be fair and reasonable to both parties. Contracting information has certain desirable characteristics. These are as follows:

- a) Full disclosure shall be made of all pertinent facts known to the Library Board relative to the item to be supplied which might affect the bidding.
- b) A contract shall be definite and specific in all points.

- c) A reasonable period of time shall be allowed for preparation and submission of bids.
- d) A specific time limit between the receipt and the acceptance of an RFP shall be included. Thirty (30) working days is considered to be a reasonable maximum time period unless specified otherwise in the Tender document.
- e) All documents relating to a contract shall be written in a clear and precise style without contradictory stipulations.

7.4 Contract Documents

The Documents referred to above consist of the RFP Forms, Contract Terms and General Conditions, Specifications, Instructions to Bidders and Agreement to Bond. The following is a brief description of these documents:

1. RFP Form

The RFP Form when completed and properly signed is a legal offer by the bidder to supply/perform the contemplated goods/services and must be drawn up with care. This protects the interest of both the bidder and the Board.

The RFP Form shall be clear as to the type, quantity, location and extent of the goods/services and shall contain all necessary declarations required of the bidder. The time limit for signing the contract, usually ten (10) working days after the date of acceptance, shall be clearly stated. Provision shall be made on the form to allow for clear identification of the bidder and the price or prices to be paid for the goods/services.

The Board shall provide a standard RFP Form in order to ensure that all Tenders are properly prepared and truly comparable.

2. Contract Terms and General Conditions

The Contract Terms and General Conditions set forth the duties, authority, responsibility, and relationships of the contracting parties and their representatives in the conduct of the work.

3. Instruction to Bidders

The Instructions to Bidders provide directions concerning the intended use of goods being bid, delivery requirements, etc. The Instructions contain conditions that are specific to one particular contract.

4. Specifications

Specifications define minimum requirements or terms of reference for the item or service.

5. Bid Deposit

No bid deposit is required for an RFP, except for a sale of property by the Board, where a deposit is required in the amount of not less than five (5%) per cent of the bid amount.

7.5 Types of Contracts

The types of contracts usually entered into by a Board are noted below with some comments on the advantages and disadvantages presented by each.

1. Lump Sum Contract.

A Lump Sum Contract is one in which payment is made on a stipulated bid amount for the entire contract. This type of contract is recommended for the supply of equipment, parts, or materials, and for service type contracts such as janitorial or typewriter maintenance.

2. Unit Price Contract.

A Unit Price Contract is one in which payment is made at a stipulated unit price of actual measured quantities for each item. This type of contract is recommended for all types of outside maintenance contracts.

7.6 RFP (Request for Proposal) Call Notification

The Chief Executive Officer or their designate shall advise Library Board Trustees and the C.A.O. of the Town of an RFP Call. This notification should include RFP Number, what RFP is called for and Closing Date.

7.7 Closing Date of RFP

The time required by the bidder to prepare and submit a RFP for an advertised contract is not less than 10 working days.

7.8 Closing the RFP

RFPs are to be closed at 3:00 p.m., local time, on Wednesdays.

7.9 Receiving of RFP

RFPs are to be received only by the Chief Executive Officer in order to eliminate discrepancies and misplacement.

7.10 Opening of RFP

RFPs are to be opened on the same day as the closing date. This shall be done in public one half (1/2) hour after the Tender has closed (3:30 p.m.). Only the names of those bidders who made a submission will be read out at the public opening of the RFP.

8. PART “C” - REQUEST FOR QUOTATION

8.1 Definition

A Request for Quotation is required for the purchase of goods, services, equipment and/or materials where the value is between \$10,001 - \$50,000.

Where the value of the goods or services is between \$0 and \$10,000, the Chief Executive Officer and/or their designate may issue a purchase order without obtaining three (3) quotes from suppliers.

Written Quote:

Where the value of the goods or services is between \$10,001 - \$50,000, the Chief Executive Officer and/or their designate must obtain written quotes where applicable from three (3) suppliers.

If the RFQ is submitted to fewer than three (3) suppliers, then the Chief Executive Officer and/or their designate must prepare a memorandum to the Board advising them that fewer suppliers were obtained.

If the bids received through the RFQ process exceed \$50,001, the Chief Executive Officer and/or their designate shall prepare a report for the Board agenda regarding the awarding of the bid. The Board shall determine whether the bid is to be accepted or whether the matter is to be re-submitted pursuant to the full Tender process.

8.2 Requirements

No formal process is followed with respect to a RFQ. Advertising is not required. The Chief Executive Officer and/or their designate are simply required to obtain three (3)

quotes. The Chief Executive Officer and their designate will issue and receive all bids. No formal closing times or opening procedures will be followed.

9. PART “D” - TENDERING PROCEDURES AND REQUIREMENTS

9.1 Methods of Tendering

All Tenders shall be solicited by way of advertising. At the discretion of the Chief Executive Officer and/or their designate, invitational bids may be sent in those instances where the work could be of a specialized nature and/or there is a limited number of suppliers and the suppliers have met the qualification of the job.

9.2 Advertising

Requests for Tenders, shall always be placed in a local newspaper and/or in or by any other newspapers, publications or methods deemed advisable by the Chief Executive Officer or their designate.

The Chief Executive Officer or their designate shall insert the variable information into the Library or Art Centre’s standard format for Tender advertisements.

A minimum of two weeks between advertising and Tender closing shall be allowed to permit a contractor to examine the site, obtain the Tender documents, complete and submit their Tender.

9.3 Designated Official's Duties

The Chief Executive Officer, or their designate will.

- (1) Prepare the necessary document specifications, answer queries of prospective bidders, consider extensions of time, review bids received, rule on the acceptance of those that do not meet the Tender requirements according to the Policy guidelines (see Section 9.6) and prepare a report and recommendation to the Board. In addition, the Chief Executive Officer or their designate shall check all Tender information, notify the Board Chair and Members of the Board of the Tender Call, send out all correspondence related to the Tender, extension notification, addendum etc., place Tender advertisements and notices in newspapers, prepare all Tender documents,

open Tenders, and advise the Board and the Contractors of the Tender results.

- (2) Control Tender numbers, issue and receive all Tender Envelopes, provide list of Tenders received to Board members attending Tender opening shortly after closing time, record Tender information and secure all financial consideration (bonds, cheques).

9.4 Release of Information to Bidders

Upon the request of a prospective bidder, the Chief Executive Officer or their designate shall supply the following material for each contract:

- (1) - One Copy of the Official Tender Form
- (2) - One Standard Tender Envelope
- (3) - Tendering Material, e.g. specifications, plans, profiles, etc.
- (4) - Information regarding the Tender fee where applicable. When a fee for Tendering material is required, it shall be non-refundable except where a contract is cancelled and it shall be paid to the Whitchurch-Stouffville Public Library or Latcham Art Centre (as appropriate) or to the Consulting Engineer or Architect (if applicable). The Library or Art Centre will issue a receipt to the bidder upon payment of the Tender fee.

9.5 Recording and Control of Tendering Materials

A list of prospective bidders shall be maintained by the Chief Executive Officer or their designate.

Note: A Tender Bidders List shall be maintained by the Chief Executive Officer or their designate for the purpose of recording Tenderers' names, addresses, bid amount, bid deposit, date and contract award.

9.6 Tender Documents

Tenders are required to conform to the conditions listed below, and those failing to do so will be disqualified.

- (a) The correct Tender Form, sealed in the envelope provided or submitted through an approved online Tender Submission website, must be in the possession of the Chief Executive Officer's Office on or before the Tender

closing date and time. Bidders must use the Tender Form supplied by the Library or Art Centre. Failure to do so will cause the bid to be rejected.

- (b) The Tender must be legible, written in ink or typewritten and ALL ITEMS MUST BE BID, where stipulated, with the unit price for every item and other entries clearly shown.
- (c) Only alternative proposals requested by way of the original Tender Form or an addendum will be considered. While the Tender will not be rejected solely because an alternative proposal has been added to the Tender, the alternative proposal will not be considered.
- (d) The Bid must not be qualified by any statement added to the Tender Form or a covering letter, or alterations to the Tender Forms (unless requested by the Library or Art Centre).
- (e) Adjustments by telephone, facsimile, e-mail or letter to a Tender already submitted will not be considered. A bidder desiring to make adjustments to a Tender must supersede it with a later Tender submission, prior to the Tender closing.
- (f) The Tender Form must be signed in the space(s) provided with the signature of the bidder or of a duly authorized official of the organization bidding. If a joint bid is submitted, it must be signed on behalf of each of the bidders and if the signing authority for both bidders is vested in one individual, they shall sign separately on behalf of each bidder. Signatures on behalf of a non-incorporated business and by individuals must be witnessed. The name of the witness shall be either legibly printed or typed below their signature.
- (g) Erasures, overwriting or strike-outs must be initialed by the person signing on behalf of the organization bidding.
- (h) If required, the Tender shall be accompanied by an Agreement to Bond, Bid Bond, Letter of Credit and a Tender deposit in the form of Cash, Certified Cheque, Bank Draft, or Money Order made payable to the WHITCHURCH-STOUFFVILLE PUBLIC LIBRARY or LATCHAM ART CENTRE, in the amount specified in the Tender.

- (i) The required Tender Documents must be ORIGINALS. Photocopies or facsimile copies will not be accepted and will result in the Tender being rejected.

Examples: - Bid Bond, Security Bond, Letter of Credit, Bank Draft, Certified Cheques, Money Order, Insurance

Exceptions: - Worker's Compensation Certificate of Clearance (Original Document must follow) or Agreement to Bond (original must be provided within 24 hours of the Tender closing).

The Whitchurch-Stouffville Public Library and the Latcham Art Centre reserve the right to reject a Tender for any other instance of non-compliance with its Tendering procedures which may arise but which has not been included in the above-noted list of reasons for rejecting a Tender. The Library or Art Centre shall provide the bidder with an explanation for said rejection.

9.7 Deposit Requirements

Each bidder shall provide a deposit in an amount determined in accordance with the following:

Tender Deposits to be in the form of a certified cheque, money order, bank draft, letter of credit or bid bond.

AMOUNT OF BID AMOUNT	DEPOSIT AMOUNT	DEPOSIT
	REQUIRED for GOODS	REQUIRED for SERVICES
\$50,000.01 to \$100,000 amount	Not Required	10% of total bid
\$100,000.01 to \$250,000 amount	5% of total bid amount	10% of total bid
\$250,000.01 to \$500,000 amount	5% of total bid amount	10% of total bid

\$500,000.01 to \$1,000,000 amount	5% of total bid amount	10% of total bid
\$1,000,000.01 to \$2,000,000 amount	5% of total bid amount	10% of total bid
\$2,000,000.01 and over amount	5% of total bid amount	10% of total bid

Bid Deposits will be held by the Whitchurch-Stouffville Public Library or Latcham Art Centre to ensure that the bidder will enter into a formal contract with the Library or Art Centre, and when they do so, the bid deposit is returned by registered mail.

The bid deposit of all bidders, except those of the three (3) lowest qualified bids, shall be returned, by the Chief Executive Officer, or their designate, within ten (10) working days after the Tender opening date.

The Tender cheques that are retained shall not be cashed, except as noted in 14.7 (ii).

Once the Tender has been awarded by Library Board resolution, the Chief Executive Officer, or their designate, shall return the outstanding deposits.

9.8 Failure to Observe Tender and Deposit Requirements

If any of the Tender and deposit requirements have not been met, the Tender shall be rejected.

9.9 Bonding Requirements

(a) At the time the Tender is submitted, the contractor must enclose an original Bid Bond or other security as mentioned, and a completed Agreement to Bond.

(b) When the contract is executed, the contractor must obtain and submit a Performance Bond satisfactory to the Library/Art Centre.

10. CHANGES TO TENDERS (Addendum, Extension of Time or Cancellation)

10.1 Preparation and Issuance of Addendum

If it should become necessary to revise the Tender material, the Chief Executive Officer or their designate shall prepare the necessary changes in the form of an addendum.

10.2 Notification of Addendum to Prospective Bidders

All prospective bidders who obtained Tender documents must be notified by the Chief Executive Officer or their designate that an addendum has been issued by telephone or facsimile or email. A copy of the addendum notice must also be stapled to each Tender Form not yet distributed.

The closing date shall be extended when required.

10.3 Extension of Closing Date

Appropriate Town departments, Library Board members, outside agencies and all prospective bidders shall be notified by the Chief Executive Officer or their designate of the extension of time by telephone or facsimile or email.

10.4 Disposition of Tenders When Closing Date Has Been Extended

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

- (a) If the extension of time is two (2) weeks or less, the prospective bidders shall be advised by the Chief Executive Officer or designate that their Tenders will be returned unopened upon request.
- (b) If the extension of time is more than two (2) weeks, all Tenders shall be returned unopened by the Chief Executive Officer or designate.

10.5 Action When Tender Call is Cancelled

When an advertised Tender is cancelled, an advertisement may be inserted in the same publication originally used, stating that the Tender call has been cancelled.

Advertisements giving notice of cancellation should include information as to whether the Tender will be recalled at a later date.

Appropriate Town departments, Board members, outside agencies and all Bidders shall be notified by the Chief Executive Officer or their designate of the cancellation of the Tender call by telephone or facsimile or email.

10.6 Disposition of Tenders Upon Cancellation of Tender Call

Once a Tender call has been cancelled, no Tenders will be accepted.

All Tenders previously received prior to the cancellation shall be returned by the Chief Executive Officer or their designate unopened, to the bidder by hand or by registered mail with a covering letter.

11. RECEIVING TENDERS

11.1 Standard Procedure

(a) Tenders shall close at 3:00 p.m. EST as displayed on the CEO computer, on Wednesdays.

(b) No Staff member of the Library or Art Centre will accept a Tender except for the Chief Executive Officer or their designate. When a Tender is received, the exact time and date of receipt shall be written on the Tender envelope and initialed.

(c) Sealed Tender envelope(s) will be deposited in a locked area in the Chief Executive's Office.

The name of the bidder will be recorded on a confidential summary sheet. The names of bidders, who have actually submitted a bid on a Tender, are confidential and shall NOT be released. However, the names of potential bidders, who have picked up a Tender but have not as yet submitted a bid, are not confidential and upon request, shall be released.

In those instances when a Consulting Engineer or Architect is handling distribution of Tender material, he/she must be provided with a supply of standard Town Tender envelopes.

The Town will maintain an additional supply of Tender envelopes in stock for this purpose.

If a bidder attempts to submit a Tender which is not in the proper Tender Envelope, they will be given a standard Tender Envelope by a staff member

and requested to insert their bid in the Library or Art Centre's Tender Envelope and to write the necessary information on the front prior to submitting their Tender.

A Tender received by mail in an envelope other than the supplied Tender Envelope, but which is clearly marked as being a Tender, shall be placed in the Library or Art Centre's Tender Envelope by the Chief Executive Officer or their designate. If, however, the bidder's envelope is NOT clearly marked as being a Tender and is opened with the regular mail, a photocopy of the envelope will be taken and the bid will be returned to the bidder by the Chief Executive Officer or their designate.

(d) No Tenders will be accepted over the facsimile machine.

11.2 Confidentiality

The number of bids received, and the names of bidders constitutes confidential information and must not be divulged prior to the Tender opening.

11.3 Late Tenders

Late Tenders will not be accepted. Regardless of the time a bid is received, the time and date will be recorded and initialed on the envelope. If the bid is for a Tender already closed, it shall be returned by the Chief Executive Officer, or their designate, unopened to the bidder. A photocopy of the Tender envelope showing the time and date must be retained for the Library and Art Centre's records. If a Tender is to be returned by mail, it shall be accompanied by a covering letter stating that the Tender could not be accepted due to late arrival. The same explanation will be given when refusing late bids delivered in person.

NOTE: If a late bid is received by mail or by courier without a return address on the envelope, it shall be opened by the Chief Executive Officer, or their designate, the address obtained, and then returned by registered mail. The covering letter will state why the envelope could not be returned unopened.

12. WITHDRAWAL PROCEDURES

12.1 Withdrawal of Tenders Prior to Tender Closing

A bidder may request that their Tender be withdrawn. The withdrawal shall be allowed if the formal request is made before the closing time for the contract to which it applies.

Withdrawal requests must be directed to the Chief Executive Officer by letter, facsimile, email or in person. Telephone requests shall not be considered.

When withdrawals are made in person by a Senior Official of the company, the Chief Executive Officer shall obtain a signed withdrawal form confirming the details. However, for withdrawals by letter, email, facsimile or person(s) other than the Senior Official of the company, the authenticity of the request must be confirmed by calling a responsible Official of the company in question.

Tenders confirmed as being withdrawn shall be returned unopened to the bidder. If notice of the withdrawal is delivered in person, then upon confirmation by telephone of the validity of the withdrawal, the Tender will be returned to the person delivering the withdrawal. If the notice of withdrawal is received by letter, email or facsimile, then confirmation of the withdrawal will be made by telephone and the Tender returned by registered mail.

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

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

13. TENDER OPENING AND CHECKING PROCEDURES AND

13.1 Opening Tenders

(a) The opening of Tenders shall take place on the same day as the closing date. This shall be done in public, one half (1/2) hour after the Tender has closed. Those attending the Tender Opening on behalf of the Library and Art Centre shall be the Chief Executive Officer or their designate; the Board Chair or their designate and the Board Vice-Chair or their designate. Any Members of the Board that may wish to attend are also welcome.

Every Tender received within the time specified in the Tender documents shall be opened in full view of those attending and each Tenderer's name, the Tendered amount(s) and particulars shall be read aloud by the Chief Executive Officer or their designate and recorded by the Administrative Assistant.

(b) All Tenders Received Must be Accounted For.

When the Tender locked area has been opened and all Tenders sorted, the Chief Executive Officer or their designate shall check the Tenders against the bidders list to ensure that all Tenders received are accounted for. If a discrepancy occurs, the Tender opening proceedings shall be delayed until all Tenders have been accounted for.

(c) Action on "Unknown" Tenders at Tender Opening.

Any Tender that does not have the Tender number on the envelope shall be opened and placed with the other Tenders for the contract.

(d) Reading Out of Bid Amounts, etc.

When all Tenders have been accounted for, the Chief Executive Officer or their designate shall:

- (1) announce the Tender number and Contract
- (2) state the name of the bidder
- (3) check for Agreement to Bond (if required)
- (4) check for Bid Deposit and correct amount
- (5) announce the total bid amount
- (6) initial the bid page.

The Administrative Assistant shall record the bid deposit on the Record of Tenders/Requests for Proposal Opened in the form appearing in Appendix 2.

(e) More Than One Tender Under Same Name.

The Chief Executive Officer or their designate shall check to ensure that not more than one Tender under the same contract has been inserted in the same Tender Envelope. If two duly executed and signed copies of the Tender, which meet all terms and conditions of the original Tender but differ in prices, are received in the same Tender envelope, the lower price shall be considered the intended bid and shall be processed in the normal manner.

(f) All Tenders opened are placed in the custody of the Chief Executive Officer or their designate for checking and filing. All bid deposits will be maintained by the Chief Executive Officer or their designate.

(g) Following the Tender opening, the Chief Executive Officer or their designate will advise the Board of the Tender results in a report which shall be placed on a Library Board agenda.

13.2 Release of Tender Results

Tender results may be obtained from the Chief Executive Officer or their designate on the same day of the Tender opening. The name and the bid amount of the three (3) lowest Tenders will be provided over the telephone. A list of all bidders, their addresses and the bid amounts may be emailed or faxed to any interested party.

13.3 Checking Tenders

The purpose of checking Tenders is to determine whether all Tendering requirements have been met and that all arithmetic calculations are correct.

Tenders which do not conform to Tender requirements shall be dealt with as provided in Section 9.6.

All Tender documents shall be checked to ensure that:

1. The bidder's name and the Tender amount shown on the Record of Tenders Opened are correct.
2. The Tender document has been properly completed, signed, sealed and/or witnessed.
3. The deposit (when applicable) is in the required amount and in an acceptable form.
4. Each item on the Tender has been bid.
5. All extensions and the total for each Tender are correct. If an extension or total is incorrect, the checker shall cross out the incorrect figure shown on the Tender Bid Form, enter the correct figure in red above and initial the entry. If all extensions and totals are correct the checker shall initial each page certifying that figures have been properly checked.

Where there are obvious errors such as misplaced decimals, the Chief Executive Officer or their designate shall consider the intent of the bidder.

Wherever in a Tender the product of the unit price and the required quantity of an item does not agree with the extended amount for that item, the unit price shall be

deemed the correct Tendered price for the item and the total shall be corrected accordingly.

Wherever in a Tender an arithmetic and/or transposition error occurs, in calculating the total contract price, the error shall be corrected and the corrected total contract price shall govern.

6. The Tender is free of restrictions or alterations.
7. All other Tendering requirements have been met.

14. AWARD PROCEDURES

14.1 Contract on Which Tenders are in Order

When Tenders have been checked, the Chief Executive Officer or their designate shall examine the Tenders in detail in order that he/she might be in a position to recommend an award at the next regular Library Board meeting.

Where the Ontario Land Tribunal approval of a project is required or any Provincial/Federal grants or subsidies are involved in the financing of the project, a contract should only be awarded upon written approval of the Library Board or confirmation in writing that the appropriate Provincial/Federal funding has been allocated to the Library and Art Centre.

14.2 Contract on Which Improper Tenders with Bidding Infractions Have Been Received

Following completion of the checking procedures outlined in Section 13.3, bidding infractions if any, shall be noted, and the Chief Executive Officer or their designate shall recommend acceptance or rejection of the Tender as required in accordance with the policies set out herein.

14.3 Recommendation of Bids by Chief Executive Officer

The Chief Executive Officer or their designate shall present a review of the bids to the Library Board. They shall recommend acceptance or rejection of any bid, and recommend the award to the successful bidder, or, if necessary, the cancellation of the Tender.

In the case of a tie bid, the Chief Executive Officer or their designate shall review both Tenders to ensure accuracy of the bids and shall prepare a report to the Library Board advising as to the existence of tie bids. If there are no discrepancies in either of the tie

bids, then the Chief Executive Officer or their designate shall choose the successful Tender by lot at the Library Board meeting.

14.4 Notification of Acceptance of Tender

Upon the award of the contract, the Chief Executive Officer or their designate shall immediately send a Notification of Acceptance to the successful bidder advising that the necessary documents be prepared for submission to the Library and Art Centre at the time the bidder signs the contract.

14.5 Execution of Contract

When the contract has been awarded, the written contract shall be submitted by the Chief Executive Officer or their designate to the Contractor for execution. The Contractor shall sign and seal three (3) copies of the contract in the presence of the Chief Executive Officer or their designate who will witness the signature at the time of signing.

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

The following documents must be submitted to the Library and Art Centre at the time of execution of the contract:

- a. Original Workers' Compensation Certificate of Clearance
- b. Insurance Certificate
- c. Performance Bond or Letter of Credit

Upon signing of the contract document by the contractor, the Chief Executive Officer or their designate will forward all three (3) copies of the contract to the Board Chair and/or Vice Chair for execution. Upon execution, the Chief Executive Officer or their designate will return one (1) of the documents to the Contractor. The Chief Executive Officer or their designate shall retain two (2) of the signed contract documents for filing; one (1) with Library and Art Centre agreements and one (1) in the Board file.

14.6 Action on Acceptance of Contract

As soon as one (1) copy of the executed contract is returned to the Contractor, the bid deposit of the successful bidder and the second and third low bidders shall be returned by registered mail.

14.7 Action When Successful Bidder Does Not Finalize Contract

If a contract has been awarded and the successful contractor fails to execute the contract or provide the necessary documents as stated in Section 14.5 within the

specified time, the Chief Executive Officer or their designate may grant additional time to fulfil the necessary requirements or may recommend to the Library Board one of the following:

- a. that the contract be awarded to the next higher bidder.
- b. that the contract be cancelled.

In the case of either of items (i) and (ii) above, the deposit of the low bidder shall be forfeited. If a contract is to be awarded to the second low bidder, that bidder's bid deposit shall be retained until he/she has executed the contract.

If the second low bidder fails to execute the contract or provide the required related documentation and/or security, their deposit shall also be forfeited. The same shall occur with the third low bidder.

The Library and Art Centre reserve the right to take legal action to recover the difference between the lowest bid and the amount bid by the contractor to whom the contract is awarded.

15. COMMENCEMENT OF CONSTRUCTION PROJECT

15.1 Commence of Construction Project

When all necessary approval(s) and documents are received, the project may proceed.

APPENDIX 1

RE: SECTION 5

The following categories are not subject to competitive procurement:

1. Training and Education

1. Training and Education such as Conferences, Conventions, Courses and Seminars
2. Library Collection Materials including but not limited to Magazines, Books, Periodicals
3. Memberships, Professional and Organizational

2. Refundable Employees Expenses

1. Advances
2. Meal Allowances
3. Travel and Entertainment
4. Miscellaneous - Non-Travel

3. Employer's General Expenses

1. Payroll Deductions Remittances
2. Medical
3. Licenses (Vehicle, etc.)
4. Debenture Payments
5. Insurance Premiums
6. Grants to Agencies
7. Third Party Damage Claims
8. Work to be performed on property under the provisions of a lease, warranty or guarantee held in respect of the property or the original work
9. Petty Cash Replacement
10. Payments to Real Property
11. Tax remittances
12. Regional charges to and from other government bodies
13. Sinking Fund Payments
14. Payments for employment

4. Professional and Special Services

1. Committee Fees
2. Medical, Laboratory, and Pharmacy Services
3. Specialty legal fees for expert or professional legal services, including all Regional and Insurance Matters
4. Fees for Human Resources Services
5. Payments to Social Service and Health Agencies that are subject to purchase of Service Agreements
6. Medical and Dental Fees
7. Appraisal and Real Estate Fees for acquisition and/or disposal of Municipal Land or Property.
8. Witness Fees
9. Honorariums
10. Fire Protection Agreements
11. Specialty Investigations
12. Specialty Inspections to comply with regulations

5. Postage

6. Utilities (monthly charges, utility relocations, construction or where propriety)

1. Water and Sewer
2. Hydro
3. Gas
4. Telecommunications Services

7. Employee Purchase Programs

8. Winner of an Award

1. A contract to be awarded to the winner of a competition

APPENDIX 2: PURCHASING AUTHORITIES TABLE

Purchasing Authorities of this Policy		
Estimated Acquisition Value (Dollar) Threshold	Position Level	Authorized By
Up to \$10,000	CEO	CEO
\$10,001 to \$50,000	CEO	CEO and Board Chair or Vice Chair
Greater than \$50,001	CEO & Board Chair	Library Board

APPENDIX 3: THRESHOLDS

DOLLAR THRESHOLD	PROCUREMENT METHOD	SOURCE OF BIDS	REPORTING	APPROVAL OF AWARD	CONTRACT TYPE/ EXECUTION
Low Value Purchases					
Up to \$10,000	Low Value Purchase (LVP)	Purchases made from the competitive marketplace where possible and practicable. Advertising is not required.	Not applicable	CEO	P-Card Purchase Order, Approved Quotation or Invoice
Standard Procurement (Bids and Proposals)					
\$10,001 to \$50,000	Informal Request for Quotations (IRFQ) - or - Informal Request for Proposals (IRFP) - or - Formal Request for Quotations (RFQ) - or - Formal Request for Tenders (RFT) - or - Formal Request for Proposals (RFP)	Advertising based on Informal or Formal Bid Type a) Informal Bidding - obtain a minimum of three (3) written quotes; advertising not required b) Formal Bid Call (RFQ)/(RFT)/(RFP) advertising is required.	Not applicable	CEO with signature from Board Chair or Vice Chair	Purchase Order and/or Agreement if applicable. Agreement executed by the CEO, co-signed by Board Chair or Vice-Chair
Greater than \$50,000	Formal Request for Tenders (RFT) - or - Formal Request for Proposals (RFP)	Advertising is required	Report to the Board	Library Board	Purchase Order executed by the CEO, co-signed by Board Chair or Vice-Chair