



Woodstock Public Library Policy

Policy Name: Purchasing and Disposal Policy

Category: Finance

Version: March 8, 2022

POLICY STATEMENT AND RATIONALE

This document details the policy to be followed when acquiring deliverables for the Woodstock Public Library (Library) and the disposal of surplus assets. The purpose is to ensure that deliverables are acquired in an open, fair, and transparent manner, which protects the reputation of the Library, and increases the confidence of both the public and participants in the procurement process.

This policy reflects key functions and practices of the City of Woodstock Procurement of Goods and Services Bylaw in order to create a harmonious working relationship with City Treasury.

SCOPE

This policy shall apply to the Woodstock Public Library.

DEFINITIONS

The definitions of terms used in this policy are set out in *Schedule A – Definitions*.

POLICY, PROCEDURE AND IMPLEMENTATION

1.0 Authority

- 1.1 The Library Board has authority under Section 23(4) of the *Public Libraries Act, R.S.O. 1990, c. P44* to regulate all matters connected with the management of the Library and Library property.
- 1.2 *The Municipal Act 2001, SO 2001, c.25 Part VI, s. 271*, states that a municipality and a local board shall adopt policies with respect to its procurement of goods and services.

2.0 Responsibility

- 2.1 The Library Board has ultimate authority for all expenditures, and delegates this authority by the authorization of budgets or by specific resolution of the Board.
- 2.2 The Library CEO is responsible for implementing the appropriate procedures in accordance with this policy.

3.0 Guiding Principles

- 3.1 The overarching principle guiding this policy is to maintain the public's trust and reduce the Library's exposure to legal liability by ensuring that purchasing decisions are made using a process that is ethical, open, fair, and transparent.
- 3.2 In acquiring deliverables, the Library shall also adhere to the following guiding principles:
 - a) Promote effective, economic and efficient acquisition.
 - b) Act and conduct business with honesty and integrity.
 - c) Treat vendors equitably, without discrimination.
 - d) Develop, support, and promote the highest professional standards in order to serve the public good.
 - e) Maintain a customer-service focus while meeting the needs and protecting the interests of the Library and the public.
 - f) Comply with known international, federal and inter-provincial trade treaties or agreements, as amended, where applicable.
 - g) Comply with and incorporate the requirements of the *Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11*, as amended (the 'AODA') in the procurement process of the Library as well as any requirements contained in other legislation (either provincial or federal) which may impact the purchasing process of the Library.
 - h) Encourage, wherever possible, the acquisition of deliverables with due regard to the conservation of the natural environment.
 - i) Support effective business planning such that deliverables shall only be acquired after consideration of need, alternatives, timing and appropriate life cycle management issues.
 - j) When evaluating bids, wherever possible, the Library shall consider the total acquisition value including, but not limited to, acquisition, training, operating, maintenance, quality, reliability, performance, warranty, payment terms, contract extensions, contract renewals and disposal costs.

4.0 Application

- 4.1 This policy shall apply to the acquisition of all deliverables made by or on behalf of the Woodstock Public Library.
- 4.2 All individuals involved in the acquisition of deliverables provided for in this policy, shall act in a manner consistent with the requirements and objectives of

this policy, and should said individuals be found to have breached this policy, they may be subject to disciplinary action.

- 4.3 No acquisition for deliverables or disposal of personal property and real property shall be authorized unless in compliance with this policy.
- 4.4 All acquisitions undertaken by the Library and its employees shall be executed in accordance with:
 - a) The purchasing policy and any other relevant or related Library policies, codes of conduct or procurement procedures.
 - b) All applicable Library business licenses requirements.
 - c) The Municipal Conflict of Interest Act, as amended and any other applicable municipal, provincial, or federal legislation.

5.0 Restrictions

- 5.1 No Library employee or member of the Library Board shall acquire, on behalf of the Library, any deliverables except in accordance with this policy, and the restrictions set out herein.
- 5.2 The acquisition of deliverables shall occur only if the necessary funds are available within an approved budget or the requisition is expressly made subject to funding approval and, to the extent that they may be required, funds are available from any other government agency on whose behalf the acquisition of deliverables is also being made.
- 5.3 The Board has provided funds for such acquisitions in the budget or otherwise agreed to the provision of such funds, and no expenditure shall be authorized or incurred in excess of such funds.
- 5.4 No contract, renewals or extensions for deliverables shall be divided into two or more parts to avoid the application of the provisions of this policy.
- 5.5 No personal acquisitions shall be made by the Library directly or indirectly for members of the Board or their families.
- 5.6 No Library employee or member of the Library Board shall extend, in the discharge of his or her official duties, preferential treatment to relatives, friends, organizations or groups in which they or their relatives or friends have a pecuniary interest.
- 5.7 No Library employee, former Library employee, member of the Board, or any spouse (including common law spouse), parent, grandparent, sibling, child, grandchild, niece, nephew, uncle or aunt of a Library employee or member of the Board, shall be permitted to acquire any surplus goods to be disposed of, except by successfully bidding at a public auction.

- 5.8 No Library employee shall solicit, accept or condone the solicitation or acceptance of any gift, favor or form of entertainment and/or hospitality from any person or corporation having dealings with the Library unless in compliance with the staff code of conduct policy.
- 5.9 No member of the Library Board shall solicit, accept or condone the solicitation or acceptance of any gift, favor or form of entertainment and/or hospitality from any person or corporation having dealings with the Library unless in compliance with the Library Board Member Code of Conduct Policy.
- 5.10 No Library employee or Board member may supply deliverables as a vendor to the Library.
- 5.11 No bid or offer will be accepted from any Bidder, inclusive of the Bidder's subcontractors, who has a claim or has instituted a legal proceeding against the Library or City of Woodstock, or against whom the Library or the City of Woodstock has a claim or instituted a claim without the prior approval of the Library Board. The Bidder will include any non-arms lengths corporations of the Bidder.

6.0 Exemptions

- 6.1 This policy shall not apply to the acquisition or disposal of any real property or to any lease, right or permission relating to the use or occupancy of real property.
- 6.2 When the acquisition of deliverables is required under any lease of real property and is provided for under the terms of such lease, including tenant improvements, equipment and fixtures, the terms of the lease shall govern to the extent of any conflict with this policy.
- 6.3 The open and competitive procurement process set out in this policy shall not apply to the acquisition of those items listed in *Schedule B – Exemptions*, or to low value purchases, or as otherwise listed in this policy.
- 6.4 Despite any other provision of this policy, the Board may authorize any acquisition or method of procurement where to do so would be in the best interest of the Library.

7.0 Roles and Responsibilities

- 7.1 General Responsibilities
 - 7.1.1 All employees of the Library are responsible for complying with this policy and procurement procedures.
 - 7.1.2 Employees involved in the procurement process must clearly understand their obligations and responsibilities under this policy and all applicable procurement procedures, and should consult with the Chief Executive Officer in respect to

any questions regarding the application or interpretation of this policy or purchasing procedures.

- 7.1.3 All employees shall acquire deliverables within their purchasing authorities as prescribed in *Schedule E – Purchasing Authorities* and *Schedule F – Emergency Acquisition Authorities*.

7.2 Chief Executive Officer

- 7.2.1 The Chief Executive Officer (CEO) shall be responsible for:

- a) Ensuring compliance with this policy and reporting serious or repetitive incidents of non-compliance to the Board, as warranted.
- b) Submitting recommendations and reports to the Board, as required under this policy.
- c) Approving the delegation of purchasing authority limits to Library employees in compliance with applicable Library policies.
- d) Overseeing the conduct and activities of Library employees in carrying out the Library's purchasing process.
- e) Establishing and approving purchasing procedures and protocols.
- f) Issuing purchase orders based on purchase requisitions.
- g) Ensuring the consistent application of procurement, and that purchasing is conducted in an efficient and diligent manner.

7.3 Library Managers

- 7.3.1 Managers shall be responsible for:

- a) Compliance with this policy and all applicable policies.
- b) Initiating a purchase order requisition for approval by the CEO.
- c) Ensuring that the acquisitions of deliverables are made in accordance with the Library's purchasing policy.
- d) Monitoring all contract expenditures against the awarded or purchase order value, and ensuring compliance with budgetary limits.
- e) Monitoring the performance of all contractors.
- f) Enforcing the contract terms, conditions, and specifications.
- g) Identifying and addressing non-compliance with this policy and purchasing procedures.
- h) Notifying the CEO to obtain guidance with respect to mitigating potential risks to the Library arising from the non-compliance.

8.0 Vendor Conduct and Conflicts of Interest

- 8.1 The Library expects its vendors to act with integrity, and conduct business in an ethical manner.

- 8.2 The Library may refuse to engage in a business transaction or may terminate a business transaction with any vendor including, but not limited to, the following:

- a) Has engaged in illegal or unethical bidding practices.
- b) Has an actual or potential conflict of interest.
- c) Fails to acknowledge and adhere to the Library's expectations of professional service.

8.3 Illegal or unethical bidding practices include, but are not limited to:

- a) Bid-rigging, price-fixing, bribery or collusion or other behaviors or practices prohibited by federal or provincial statutes.
- b) Attempting to gain favor or advantage by offering gifts or incentives to Library employees or members of the Library Board.
- c) Lobbying members of the Board or employees or engaging in any prohibited communications during a procurement process.
- d) Submitting inaccurate or misleading information in response to a procurement opportunity.
- e) Engaging in any other activity that compromises the Library's ability to run a fair procurement process.

8.4 All vendors participating in a procurement process must declare any perceived, potential or actual conflicts of interest.

8.5 Vendors, consultants or individuals involved in the development of bid call documents, shall not be allowed to bid on the resulting bid opportunity.

9.0 Purchasing Process

9.1 Any acquisition(s) made by a Library employee shall be undertaken in accordance with the procurement processes described within this policy, purchasing procedures and any other applicable Library policies and procedures.

9.2 Bidding system

9.2.1 Purchases for goods and services acquired by formal Request for Tender or Request for Proposal of an estimated value of \$50,000 or more, shall use the City's electronic bidding system.

9.3 Purchase Compatibility with IT Infrastructure

9.3.1 Acquisition of information and communications technology shall be made with prior consultation with the Library's IT Consultant and the City's Information Technology (IT) Department to ensure the compatibility and security of the Library's and City IT telecommunications infrastructure.

10.0 Standard Purchasing Methods

10.1 Request for Information (RFI)

- 10.1.1 A request for information (RFI) shall be issued for the purpose of compiling available market information and capabilities of various vendors in providing deliverables to the Library in order to make informed acquisition decisions.
- 10.2 Request for Expressions of Interest (REOI)
 - 10.2.1 A request for expression of interest (REOI) shall be issued for the purpose of compiling a list of potential vendors who may be interested in providing deliverables to the Library. A REOI is often done in the early stages of the procurement process as a means for the Library to seek industry input into scoping requirements for a project that is intended to go back out to market at a later date.
 - 10.2.2 The REOI is also an opportunity for interested parties to respond with the requested information so that they may be informed about future announcements related to a project, including the competitive selection process. The receipt of a submission in response to a REOI shall not create any contract obligations on the part of the Library.
 - 10.2.3 The Library is not required to proceed with any further procurement process following a REOI.
- 10.3 Request for Pre-Qualification (RFPQ)
 - 10.3.1 A request for pre-qualification (RFPQ) shall be issued when seeking the submission of information, including, but not limited to a potential vendor's experience, financial strength, education, background and personnel of firms or corporations who wish to qualify to be able to compete to supply deliverables to the Library.
- 10.4 Low Value Purchase (LVP)
 - 10.4.1 A low value purchase (LVP) shall be conducted for the acquisition of deliverables having an estimated value as stated in *Schedule D*. These purchases must be made using either a purchase order or purchase card.
- 10.5 Quick Bid Request for Quotation (QBRFQ)
 - 10.5.1 An informal quick bid request of quotation (QBRFQ) may be issued for the purchase of deliverables having an estimated value as stated in *Schedule D*.
- 10.6 Request for Quotation (RFQ)
 - 10.6.1 A formal request for quotation (RFQ) may be issued for the acquisition of deliverables having an estimated value as stated in *Schedule D*. Any irregularities in the bid shall be dealt with in accordance with *Schedule C – Bid Irregularities* and in compliance with the procurement process stated in this policy.

10.7 Request for Tender (RFT)

10.7.1 A formal request for tender (RFT) shall be conducted for the acquisition of deliverables having an estimated value as stated in *Schedule D*, and where all of the following criteria apply:

- a) Two or more sources are considered capable of supplying the deliverables.
- b) The specifications for deliveries can be adequately defined.
- c) The market conditions are such that bids can be submitted on a competitive pricing basis.
- d) It is intended that the lowest cost bid shall be accepted.

10.8 Request for Proposal (RFP)

10.8.1 A formal request for proposal (RFP) shall be conducted for the acquisition of deliverables having an estimated purchase value as stated in *Schedule D*, and where price is not the primary evaluation factor. An RFP bid call document may provide for negotiation of all terms, including price prior to contract award. An RFP may include the provision for the negotiation of best and final offers and may be a single stage or multi-stage RFP.

10.8.2 The goals of an RFP are:

- a) To implement an effective, objective, fair, open, transparent, accountable and efficient procurement process for obtaining unique proposals designed to meet board outcomes to a complex problem or need for which there is no clear or single solution.
- b) To select the proposal that earns the highest total score and meets the requirements specified in the bid call document, based on qualitative, technical and pricing considerations.

10.8.3 This procurement process can be used for any dollar value when the requirements cannot be definitely specified. An RFP may be conducted for the procurement of deliverables when any of the following criteria apply:

- a) The selection of the vendor depends more upon the effectiveness of the proposed solution, than the price alone.
- b) It is expected that negotiation with one or more vendors may be required with respect to any aspect of the contract.
- c) The precise deliverables, or the specifications are not known or are not definable and it is expected that the contractor will further define them.

10.8.4 In the case of a pre-qualified RFP, only the selected pre-qualified vendors shall be notified.

10.8.5 The evaluation of an RFP shall be split between technical and financial scoring in a weighting that is equal to one hundred (100) percent (i.e., 80%, 20%). The evaluation process will be detailed in the RFP.

10.9 Purchase Card (P-Cards)

10.9.1 Whenever possible, the acquisition of deliverables having an estimated value of \$10,000 or less shall be done using a purchase card.

10.9.2 The Library will abide by the terms, conditions, policies, and practices established by the City of Woodstock in the use of P-cards.

10.9.2 Only those library employees that are identified by the CEO will be eligible for P-Cards.

10.10 Blanket Purchase Orders (BPO)

10.10.1 Blanket Purchase Orders may be used based upon the estimated annual expenditure using the applicable bid mechanism. Blanket orders shall be issued for a specified time period. The Library may participate in Blanket Orders established by the City of Woodstock, subject to approval by the City.

10.10.2 When purchasing goods and service for amounts not exceeding \$10,000, the CEO or designate shall be authorized to select vendors not solely on the basis of cost, but also on ability, quality or workmanship, service, availability, overall performance and experience without first obtaining quotations.

11.0 Alternative Procurement Methods

11.1 Unsolicited Bid / Proposal

11.1.1 The Library shall not consider an unsolicited bid or proposal and/or communication with respect to a potential unsolicited bid or proposal.

11.2 Negotiation

11.2.1 The CEO or designate may use negotiation as a procurement process of deliverables for any contract when any of the following criteria apply:

- a) The deliverables are deemed necessary by the CEO as a result of an emergency acquisition which would not reasonably permit the use of any other prescribed procurement process.
- b) Due to abnormal market conditions with required deliverables in short supply.
- c) Where competition is precluded or severely restricted due to the existence of any patent right, copyright, technical secret or control of raw materials.
- d) Where only one submission is received, and it exceeds the amount budgeted for the acquisition.
- e) Where the lowest compliant bid exceeds the approved budget of the deliverables and it is impracticable to re-bid.
- f) Where all submissions are received in a bid call and time deadlines make it impractical to re-bid or all submissions are over budget.

- g) When no submissions are received in a bid call and time deadlines make it impractical to re-bid.
- h) An attempt or attempts to acquire the required deliverable has been made in good faith using a competitive procurement process which has been unsuccessful in identifying a contractor, and it is not reasonable or desirable that a further attempt to acquire the deliverables using a procurement process be made other than negotiation with the highest evaluated respondent to a RFP.
- i) If a negotiated settlement cannot be reached, the Library may proceed to negotiate with the next highest evaluated respondent until a contractor is selected.
- j) Where, for security or confidentiality reasons, it is in the best interest of the Library.
- k) Where authorized by the Library Board to do so.

11.3 Emergency Purchase

11.3.1 Notwithstanding the provisions of this policy, an emergency acquisition shall be made, without issuing a bid call document, and may include negotiation when the Board Chair or CEO declare an emergency and the immediate acquisition of deliverables is necessary to prevent or alleviate:

- a) A serious delay in service delivery.
- b) A threat to the health, safety or welfare of any person.
- c) The disruption of essential services.
- d) Damage to Library property.

11.3.2 For greater clarity, an emergency acquisition does not include a situation that has arisen due to a failure to plan to allow sufficient time for a competitive procurement process.

11.3.3 Subsequent to the conclusion of an emergency event, the CEO shall submit a report to the Board explaining the actions taken and the reason(s).

11.4 Single Source Acquisition

11.4.1 A single source procurement process may be used, subject to the approval of the CEO, if the deliverables are available from more than one source, but there are valid and sufficient reasons for selecting one vendor in particular as follows:

- a) An attempt to acquire the required deliverables by soliciting competitive bids has been made in good faith but has failed to identify more than one vendor.
- b) The deliverable is acquired for testing or trial use.
- c) The confidential or security-related nature of the requirement is such that it would not be in the public interest to solicit competitive bids.
- d) There is a need for standardization or compatibility with deliverable previously acquired.

- e) Where necessary to maintain an existing warranty from a previous or existing vendor.
- f) Where only one authorized dealer/reseller is offering the deliverables due to franchise restrictions.
- g) The deliverables are acquired under circumstances which are exceptionally advantageous to the Library, such as in the case of a bankruptcy or receivership.
- h) It is advantageous to the Library to acquire the deliverables from a vendor pursuant to the procurement process conducted by another government agency or library organization.
- i) It is advantageous to the Library to acquire the deliverables directly from another public body.
- j) Another organization is funding or substantially funding the acquisition and has selected the vendor, and the terms and conditions of the commitment into which the Library shall enter are acceptable to the Library.
- k) Where due to abnormal market conditions, the deliverables required are in short supply.

11.4.2 Before the award of a contract using the above rationale, the designated library employee shall perform due diligence by exploring price negotiation possibilities with the selected vendor.

11.4.3 There must be sufficient justification provided to the CEO prior to awarding a contract through a single source procurement process.

11.4.4 The award of Single Source contracts shall be in compliance with *Schedule D*.

11.5 Sole Source Acquisition

11.5.1 A sole source acquisition may be conducted for the purchase of deliverables without the competitive procurement process, subject to the approval of the CEO, when one or more of the following circumstances apply:

- a) Competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, license, technical secrets or controls of raw materials.
- b) One available vendor's unique ability or capability to meet the requirements of a bid call document.
- c) Statutory or market-based monopoly; or
- d) The complete deliverable is unique to one vendor and no alternative or substitute exists.

11.5.2 The award of sole source contracts shall be in compliance with *Schedule D*.

11.6 Co-operative Procurement and Piggyback

11.6.1 The Library may participate in co-operative procurement with government agencies, public authorities, public library consortiums or other public libraries, where it is in the best interest of the Library to do so.

11.6.2 The Library may also piggyback on government agencies or public authorities contracts where it is in the best interest of the Library to do so. The Library may also allow other government agencies or public authorities to piggyback on contracts established by the Library.

11.6.3 If the Library decides to participate in a co-operative procurement or piggyback contract, then the procurement policies and procedures of the government agencies, public authorities or library consortium, will be followed.

11.6.4 Notwithstanding any other provision of this policy, an acquisition may be made directly from a vendor, if the CEO determines that a government agency has followed a competitive method for the acquisition of deliverables and the following additional conditions exist:

- a) The same deliverables shall be made available to the Library for the same or better price than the Library could secure on its own;
- b) The acquisition of deliverables by the Library is within the approved budget; and
- c) The vendor is not suspended or in litigation with the Library or City.

11.7 Non-Binding Request for Proposal

11.7.1 A non-binding request for proposal (RFP) may be used where, in the opinion of the CEO, it is in the best interest of the Library.

11.7.2 It is not the intent of the Library when issuing a non-binding RFP to create a contract relationship with any vendor.

11.8 In-House Bids

11.8.1 The Library does not permit library employees to compete with external entities for acquisitions opportunities.

11.9 Consulting and Professional Services

11.9.1 Consulting and professional services shall follow the prescribed procurement process based on the estimated acquisition value as outlined in *Schedule D*.

12.0 Local Preference

12.1 The Library shall endeavor to achieve best value in its commercial transactions. Therefore, the Library shall not practice local preference in awarding contracts. This will allow the Library to comply with the Discriminatory Business Practices Act, R.S.O. 1990, and all applicable international treaties.

13.0 Bid Administration

13.1 Bid Closing and Opening

- 13.1.1 All bids expected to exceed \$30,000 will be opened at a public opening with the exception of Requests for Proposals, or when specifically requested by the Board. The place and time of the opening will be specified in the bid documents and will be attended by at least two Library staff members.
- 13.1.2 Bid documents must be submitted and received in the manner as specified in the bid document.
- 13.1.3 A bidder who has already submitted a bid may submit a further bid at any time up to the official closing time. The last bid received will supersede and invalidate all previously received by that bidder.
- 13.1.4 A bidder may withdraw a submitted bid at any time up to the official closing time by letter bearing their signature.
- 13.1.5 Actions in responses to bid irregularities are detailed in *Schedule C – Bid Irregularities*.

13.2 Bid Deposits

- 13.2.1 Pursuant to the contract specifications, and as provided by provincial legislation, bid deposits may be required and provided in one of the following formats:
 - a) A certified cheque, bank draft, or money order made payable to The Woodstock Public Library.
 - b) An irrevocable letter of credit naming the Library as beneficiary (where applicable).
 - c) Bid bonds issued by a bonding agency licensed to operate in the Province of Ontario naming the Library as the obliged.
- 13.2.2 The Library does not pay interest on any bid deposits.
- 13.2.3 The Library is authorized to cash and deposit any bid deposit in the Library's possession that is forfeited as a result of non-compliance with any of the terms, conditions and/or specifications of a sealed bid.

13.3 Bonding Requirements

- 13.3.1 All bonds must be originals, signed and sealed. No faxes or photocopies will be accepted.
- 13.3.2 According to the tender specifications, 50% performance, labour and material bonds shall be required for contracts over \$500,000. The form of the bond is prescribed by legislation. Letter of credit are no longer permitted for contracts that exceed this threshold.

- 13.3.3 While nothing precludes the Library from requesting bonds for projects under \$500,000, the CEO may accept alternative security in the form of a certified cheque or irrevocable letter of credit if stated as a requirement in the contract document.
- 13.4 Advertising
- 13.4.1 Where effective in the opinion of the CEO, information regarding the bid document shall be advertised in the local newspaper and/or applicable publications necessary to comply with all existing statutory and regulatory requirements.
- 13.4.2 Tenders must be advertised on the City's bidding system unless the project is sole sourced or vendor is prequalified.
- 13.5 Right to Reject or Re-Issue
- 13.5.1 Notwithstanding the provisions of this procedure, the Library shall have the right to reject the lowest or any bid at its absolute discretion. The Library also reserves that right to reissue the bid document in its original format or modified as best suits the requirements of the Library.
- 13.6 Bid Review Panel
- 13.6.1 If a submission contains an irregularity, or if there is a challenge to the procurement process, the issue shall be referred to the bid review panel to determine whether the submission complies with the requirements set out in the bid call document or to determine the validity of the challenge.
- 13.6.2 A bid review panel composed of, at a minimum, the following, will review the bids:
- a) CEO (or designate)
 - b) Manager
 - c) A Library Employee
- 13.6.3 The composition of the bid review panel may include other Library or City employees as required depending on the nature of the deliverables being acquired.
- 13.6.4 The bid review panel's responsibilities include, but are not limited to, reviewing and making recommendations on action to be taken related to:
- a) Award of the most qualified bid.
 - b) Submission irregularities or other issues pertaining to a bid or proposal.
 - c) Bid challenges.

- 13.6.5 The bid review panel shall use *Schedule C - Bid Irregularities*, to determine the action that shall be taken if a bid irregularity exists.
- 13.6.6 If the bid review panel does not agree unanimously that the submission shall be accepted or rejected, the matter will be forwarded to the Library's Solicitor for an opinion on recommended action.
- 13.7 Bid / Proposal Irregularities
- 13.7.1 The CEO shall exercise judgement in determining compliant submissions and consult with the bid review panel when a bid irregularity or proposal irregularity occurs.
- 13.7.2 *Schedule C - Bid Irregularities* of this policy shall be used to determine the action that shall be taken if a bid irregularity or proposal irregularity is deemed to exist.
- 13.7.3 The descriptions in *Schedule C – Bid Irregularities* should not be considered to be an exhaustive list of all possible irregularities for bids or proposals. The CEO, after consultation with the bid review panel, may reject a submission based on a bid or proposal irregularity not listed in the description that is considered a material irregularity.
- 13.7.4 The CEO or designate shall notify bidders whose bids or proposals are rejected due to an irregularity prior to any bid award.
- 13.8 Bid Debriefing
- 13.8.1 The purpose of debriefing is to explain to unsuccessful vendors why their submission was not accepted, allowing them to improve their future submissions and submit more competitive bids. A debriefing establishes and maintains the Library's reputation as a fair, honest and ethical entity, ensuring that high quality vendors are encouraged to make future submissions.
- 13.8.2 Following the award of a contract, a debriefing will be provided upon request as long as the request for a debriefing is made within fourteen (14) calendar days following the award of contract being made public on the City's electronic bidding system.
- 13.8.3 Debriefing may be conducted via telephone, video conference, or in person.
- 13.9 Bid Dispute Resolution
- 13.9.1 In the event any vendor involved in a procurement process with the Library presents a dispute in writing in regard to the procurement process made within fourteen (14) calendar days following the award of contract being made public on the City's electronic bidding system, the following dispute resolution process shall be followed:

- a) The vendor identifying the dispute shall be required to state the nature of the dispute in writing, giving full details and history of the events leading to the dispute claim, addressed to the CEO.
- b) The award of any contract shall not be rescinded, nor will the progress of any project be delayed by a request for dispute resolution unless recommended by the CEO.
- c) Upon receiving the dispute claim, a bid debriefing will take place with, at a minimum, the CEO and up to two representatives of the vendor.
- d) The CEO shall convene the bid debriefing between the parties within thirty (30) calendar days of the receipt of the dispute claim. The meeting will be structured to assist the vendor to both understand the procurement process that occurred and to assist in improving their future bids to the Library.

13.10 Tied Bids Received

13.10.1 In the case of a tied bid between two bidders and where multiple awards are not possible, a coin toss shall be conducted by the CEO.

13.10.2 In cases of tied bids between three or more bidders and where multiple awards are not possible, the Library shall determine the contractor by a lottery draw.

14.0 Contingency Management

14.1 Contingency means an event or circumstance that gives rise to an increase in a contract price, and which could not have been reasonably anticipated at the time of contract award.

14.2 Where the acquisition cost of an award contract that required Board approval, through a budget process or otherwise, is expected to exceed the approved amount and approval of additional contingency funds are required:

- a) The CEO may approve the overage so long as the amount of the cumulative overages for the awarded contract is within the purchasing authority of the position, is ten percent (10%) or less of the value of the contract, and the project remains within the approved project budget.
- b) The Library Board shall consider and may subsequently approve the overage where the cumulative overage for the awarded contract is at or exceeds fifteen percent (15%) of the value of the contract.

15.0 Scope Change

15.1 Scope change is any change to the scope of an awarded contract to accommodate a need not originally provided for in the contract.

15.2 Where scope change is beneficial to the Library, and it is for deliverables similar in nature to those under contract, approval shall be acquired as follows:

- a) The CEO may approve the overage so long as the amount of the cumulative overages for the contract is within the purchasing authority of

- the position, is ten percent (10%) or less of the value of the contract, and the project remains within the approved project budget; and
- b) The Board shall consider and may subsequently approve the overage where the cumulative overage for the contract is at or exceeds ten percent (10%) of the value of the contract. The Board may request a new procurement process for any cumulative overages of the contract exceeding fifteen percent (15%).

16.0 Insurance

- 16.1 Bid documents must clearly indicate insurance requirements to be provided by the successful bid.
- 16.2 The standard insurance minimums unless otherwise specified in the bid documents are as follows:
 - a) \$2 million – commercial general liability policy.
 - b) \$2 million – owned automobile liability policy.
 - c) \$2 million – homeowners (e.g., for rental of facilities).
 - d) \$5 million – general liability and automobile liability policies.
 - e) Professional Errors & Omissions Liability (as applicable).
 - f) Environmental impact liability (as applicable).
 - g) Builder's risk – 1.1 times the project cost which also applies to testing and commissioning equipment.
- 16.3 The Library reserves the right to request such higher limits of insurance or other types of policies appropriate to the Bid as the Library may reasonably require from time to time.

17.0 WSIB Clearance Certificate

- 17.1 Clearance certificates for the Workplace Safety & Insurance Board (WSIB) must be obtained for all contractors before work begins to verify that they are registered with WSIB and have an account in good standing. Renewals shall be received when the duration of the work exceeds beyond the expiry date of the clearance certificate. Independent operators shall provide a letter from WSIB confirming their status as an independent operator.

18.0 Retention of Documentation

- 18.1 Procurement documentation shall be retained as outlined in the City's Document Retention By-law.

19.0 Disposal of Surplus Goods

- 19.1 The CEO and Managers may declare tangible assets and other goods surplus and from time to time may dispose of any surplus goods not required by the Library by any of the following:

- a) Offer to any department of the City of Woodstock.
- b) Sale by auction or consignment.
- c) Sealed bid.
- d) Friends of the Woodstock Public Library.
- e) Donate to charities, not-for-profit organizations, local community groups, nursing homes, or service clubs.
- f) Discard the item(s) taking reasonable efforts to recover any salvage value of the item(s).

19.2 No library employee shall be allowed to purchase surplus goods from the Library.

19.3 In the event that the item does not sell by any of the means provided, the Library may use an alternative method of disposal (e.g. disposal as scrap metal, recycle.)

19.4 Library materials deselected from the collection will be made available to patrons for purchase or given to the Friends of the Woodstock Public Library for their fundraising efforts.

20.0 Review of Policy

20.1 The Board will review and update this policy as necessary once per term.

ATTACHMENTS

Schedule A – Definitions
 Schedule B – Exceptions
 Schedule C – Bid Irregularities
 Schedule D – Thresholds
 Schedule E – Purchasing Authorities
 Schedule F – Emergency Acquisition Authorities

RELATED DOCUMENTS AND POLICIES

Public Libraries Act, R.S.O. 1990, c. P44
 Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50
 Municipal Act, 2001, S.O. 2001, c. 25
 Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11
 Discriminatory Business Practices Act, R.S.O. 1990 c. D.12
 City of Woodstock Procurement of Goods and Services Bylaw

DOCUMENT REVISION RECORD

Developed By: D. Harvie
Date: 25 February 2022
Adoption Date: 08 March 2022
Effective: 08 March 2022
Resolution No.: 22-11
Review Cycle: Once Per Term
Last Reviewed: 08 March 2022

Schedule A –Definitions

In this policy:

"Acquisition" or *"Procurement"* includes a purchase, rental, lease or conditional sale of deliverables, but does not include:

- a) Any form of assistance such as grants, loans, equity infusion, guarantees or fiscal incentives.
- b) Provision of deliverables to persons or other government organizations.
- c) A revenue generating arrangement; or
- d) Acquisition of real property.

"Acquisition Value" means the total financial commitment resulting from a procurement process, including all expenses related to fully executing all available renewals and contract extension options available in the contract in Canadian currency, exclusive of taxes.

"Asset" means tangible or intangible property, other than real property, movable property subject to ownership, with exchange value.

"Authority" or *"Authorized"* means the legal right to conduct the tasks outlined in this policy as directed by the Library Board and delegated to the Library CEO and Staff.

"Authorized acquisitions" are those that have prior approval of Library Board either through resolution or through the Library's budget.

"Award or Acceptance" means the notification to a bidder of acceptance of a bid, which brings a contract into existence.

"Best Interest" means the discretion the Library has to take the most advantageous action on behalf of the Library.

"Best Value" means that an acquisition represents the optimal balance of high quality and financial terms; and might not be lowest cost.

"Bid" or *"Bids"* means an offer or submission received in response to a call for bids and includes a proposal.

"Bidder" means any legal entity that submits a bid in response to a call for bids and may include "proponent" or "respondent".

"Bid Call Document" means the Library's bid document which may be in the form of request for quotation (RFQ) (including quick bid), request for proposal (RFP), or request for tender (RFT).

"Bid Dispute Resolution" means a provision in the procurement procedures which outlines procedures to ensure that a protest to a bid is handled in an ethical, fair,

reasonable and timely fashion.

“Bid Irregularity” means a deviation between the requirements (terms, conditions, specifications, special instructions) of a bid call and the information provided in a submission. Schedule C -Bid Irregularities of this Policy establishes the action that shall be taken.

“Bid Review Panel” means employees of the Library, appointed pursuant to this policy to review bid irregularities, proposal irregularities or other issues pertaining to a Bid including, a bid protest, in accordance with the Library’s procurement policies and procedures and may include Library solicitor.

“Bidding System” means the City of Woodstock’s online web-based electronic solution for issuing bids, and/or receiving online submissions and posting bid results.

“Blanket Purchase Order” (BPO) means a method for placing orders which will require multiple payments over a period of time. Examples of BPO’s are standing orders, maintenance/service contracts and open orders.

“Chief Executive Officer (CEO)” means the individual occupying the office of Chief Executive Officer of The Woodstock Public Library, also referred to herein as CEO, or such successor office as the case may be.

“City” means the Corporation of the City of Woodstock.

“Competitive Procurement” means a procurement process followed in order to provide an equal opportunity to multiple vendors, whether by invitation or by advertisement to the public, to bid on a contract as set out in a bid call document.

“Conflict of Interest” means a real or seeming incompatibility between one’s private interests and one’s public or fiduciary duties in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity.

“Construction” means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, soil investigation, seismic investigation, the supply of products and materials and the supply of 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 or architectural work, but does not include professional services related to the construction contract unless they are included in the procurement;

“Consultant” means an entity, an individual, a partnership or a corporation that possesses unique qualifications that allow them to perform specialized consulting

and professional services as advisors usually for a fee to the Library and includes a “contractor”, “supplier”, and “vendor”.

“Consulting and Professional Services” means those services requiring the skills of a professional for a specialized service. This includes but is not limited to the services of 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, hydrogeologists, transportation planners and engineers, communications consultants and any other consulting and professional services which may be required by the Library.

“Contingency” means an event or circumstance that gives rise to an increase in a contract price and which could not have been reasonably anticipated at the time of contract award.

“Contract” means any form of voluntary binding agreement (including a purchase order) between two or more competent parties, arising from an offer and acceptance, creating an obligation to perform a service, provide a product or commit an act in return for financial consideration.

“Contractor” means the selected bidder that has a contract with the Library to perform the deliverables described in a bid call document. For clarity, for this policy only, “contractor” includes “consultant”, “supplier” and “vendor”.

“Co-operative Procurement” means;

- a) the action taken when two or more entities combine their requirements to obtain advantages of volume acquisitions including administrative savings and other benefits; or
- b) a variety of arrangements whereby two or more public procurement entities purchase from the same vendor(s) using a single bid call document. Co-operative procurement efforts may result in a contract that other entities may piggyback onto.

“Debriefing” means a practice used primarily during the request for proposal process, whereby Library Staff will meet in person or by telephone with those parties requesting a debriefing, whose submissions were not deemed appropriate for award. It is viewed as a learning process for respondents who may gain a better understanding regarding perceived deficiencies contained within their submission.

“Deliverables” means goods, services and construction.

"Dispose" means the sale, exchange, recycle, destruction, trade, transfer or gift of goods owned by the Library which are surplus to its needs and "disposal" and "disposed" shall have similar meanings.

"Electronic Bidding" means a method of issuing bid call documents and/or receiving bids where the process of issuing and/or receiving bids by Internet is considered appropriate.

"Emergency" means an event or circumstance where the immediate acquisition of deliverables is necessary to prevent or alleviate:

- a) serious delay in service delivery
- b) a threat to the health, safety or welfare of any person
- c) the disruption of essential services
- d) damage to public property, and includes, but is not limited to, an emergency declared under the Emergency Management and Civil Protection Act.

"Goods" means anything acquired other than services or real property.

"Lease" means a financial arrangement whereby equipment or municipal capital facilities are provided to the Library by a third party in exchange for a series of payments.

"Library" means The Woodstock Public Library, located at 445 Hunter Street, Woodstock, Ontario, Canada.

"Litigation" means any formal dispute between the Library and any other party, including third party and cross claims, where a legal proceeding has been commenced for an injunction, a mandatory order, a declaration, or the recovery of money, or an arbitration proceeding.

"Low Value Purchase" (LVP) means the acquisition of deliverables having an estimated acquisition value as stated in Schedule D -Thresholds of this Policy (including non-refundable HST).

"Negotiation" means a bargaining process between two or more parties seeking to reach a mutually satisfactory agreement on, or settlement of, a matter of common concern. It can be used as part of a procurement process.

"No Cost Procurement" means an acquisition by the Library does not bear any cost (expense or capital expenditure). This usually is a result of a cost pass-through from a third party for a particular project.

"Non-Competitive Procurement" means an acquisition made directly from one vendor, and may include a situation where negotiations take place with more than one vendor prior to the acquisition, but does not include a situation where negotiations have been specifically permitted and provided for and take place pursuant to the terms set out in a request issued pursuant to a competitive procurement.

"Non-Profit Organization" means any corporation incorporated as a not-for-profit corporation under the Canada Not-for-profit Corporations Act, the Ontario Corporations Act, or any successor legislation.

"Non-refundable HST" means the percentage of the Harmonized Sales Tax (HST) that the Library is required to pay on the acquisition of deliverables.

"P-Card" means Purchase card.

"P-Card Policy" means the policy governing the administration of the P-Card program by the City of Woodstock.

"Personal Property" means any movable thing or intangible item of value that is capable of being owned by a person and not recognized as real property.

"Piggyback" means a form of intergovernmental or interlibrary co-operative procurement process in which the Library shall be extended the pricing and terms of a contract established by another entity. Generally, one entity will competitively award a contract that will include language allowing other entities to utilize the contract, which may be to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own. The Library may participate with other government agencies or public libraries in a co-operative procurement process where it is in their best interest to do so. The Library may have a piggyback clause in bid call documents, which permits the Library to extend the pricing, terms and conditions of a contract to other public libraries, upon approval of the contractor.

"Policy" means this policy, as amended.

"Price Agreement" means a contract between the Library and a vendor resulting from a bid call document, under which the vendor agrees to provide deliverables as and when needed by the Library, at a pre-determined price, for a pre-determined period of time, upon pre-determined terms and conditions.

"Procurement" means the process of acquiring deliverables from an external source, often using a defined method. The most appropriate method is used to ensure the Library receives deliverables at the best total acquisition value.

"Procurement Procedures" means the procedures developed by the Library CEO for the implementation of this policy.

"Procurement Process" means the method by which an acquisition is made, including competitive and non-competitive procurement.

"Proponent" means the legal entity that submits a bid in response to a bid call document and may include bidder or respondent;

"Proposal" means a submission received in response to a request for proposal (RFP).

"Proposal Irregularity" means a deviation between the requirements (terms, conditions, specifications, special instructions) of a bid call document and the information provided in a proposal submission. Schedule C - Bid Irregularities of this Policy establishes the action that shall be taken.

"Purchase" means the acquisition of deliverables by purchase, rental, lease or trade.

"Purchase Card" means a payment method whereby employees of the Library are empowered to deal directly with vendors for low value acquisitions, using a credit card issued by a bank or major credit card provider. Generally, a pre-established credit limit is established for each card issued. The card may facilitate on-line ordering from pre-approved vendors under contract.

"Purchase Order" means the document issued by the Library to a contractor that sets out, or references other contract documents that set out, the terms and conditions applicable to the supply of deliverables by a contractor, including, at minimum, the acquisition value. It is also authorizes the contractor to ship and charge for the deliverables specified on the order.

"Purchasing Authority" means the authority assigned to a Library employee to incur expenditures, including advance and progress payments on behalf of the Library.

"Quick Bid" (QB) means a bid call document used to solicit bids for the acquisition of deliverables of low dollar value, estimated to be up to the amount stated in Schedule D -Thresholds of this Policy (including non-refundable HST), from one or more vendors. It is a request to vendors, which is evaluated with the objective of accepting the lowest-priced quotation.

"Quotation" means an offer received in response to a request for quotation.

"Real Property" means land, land and buildings, things growing upon or affixed thereto, improvements to such land, and all rights and interests therein.

"Request for Expressions of Interest" (ROEI) means a document that is used to determine the interest of the market place to provide deliverables that the Library is contemplating acquiring.

"Request for Information" (RFI) means a non-binding written request used for the purpose of compiling the available market information and capabilities of various vendors in providing deliverables to the Library in order to make informed acquisition decisions and may be followed by a subsequent request for tender or request for proposal.

"Request for Pre-Qualifications" (RFPQ) means a request for the submission of information from potential bidders, including the experience, financial strength, education, background and personnel of firms or corporations who want to qualify to be able to compete to provide deliverables to the Library. An RFPQ is typically used as the first stage in a two-stage procurement process in order to short-list the most qualified vendors.

"Request for Proposal" (RFP) means a bid call document issued to obtain proposals where a need is identified, but how it will be achieved is unknown at the outset, which allows respondents to propose solutions or methods to arrive at the desired result, and which may allow for consecutive or concurrent negotiations to be conducted with respondents on any of the contract terms including, but not limited to, the specifications and/or prices pursuant to a procurement process that is detailed in the request for proposal.

"Request for Quotation" (RFQ) means a written bid call document that is issued either by invitation or through an advertisement to vendors for the purpose of selecting one or more vendor(s) to provide deliverables and may include quick bid request for quotation (QBRFQ).

"Request for Tender" (RFT) means a bid call document issued seeking submissions to obtain deliverables whenever the requirements can be precisely defined and the expectation is that the lowest bid meeting the requirements specified in the bid call document, would be accepted, subject to any other provisions of the contract documents and this policy.

"Requisitioner" means the library employee that has been assigned the responsibility for the acquisition of deliverables and the management of the resulting contract with a contractor by the CEO.

"Respondent" means the legal entity that submits a bid in response to a bid call, and may include bidder or proponent;

"Sale" means the act of selling Library property that is no longer needed by the Library and is designated for disposal outside the organization.

“Scope” means the full extent of the deliverables to be provided by a contractor, as set out in the contract, including the term of the contract.

“Scope Change” means any change to the scope of a contract to accommodate a need not originally provided for in the contract and which may include the acquisition of additional deliverables or the extension of the term of the contract and which may require an adjustment to the contract price.

“Services” includes all consulting and professional services, all services in relation to real property or personal property including, without limiting the foregoing, the delivery, installation, construction, maintenance, repair, restoration, demolition or removal of personal property and real property and all other services of any nature and kind save and except only services to be delivered by an employee of the Library.

“Single Source Acquisition” means a non-competitive procurement process that is not a low value purchase from a specific vendor even though there may be more than one vendor capable of providing the same deliverables, but the acquisition is directed to one source because of standardization, warranty, or other such factors.

“Sole Source Acquisition” means a non-competitive procurement process that is not a low value purchase where a situation created due to the inability to obtain competition. This may be because of one available vendor possessing the unique ability or capability to meet the requirements of the bid call document.

“Specifications” means the precise requirements or characteristics of the deliverables to be acquired.

“Submission” means a response received from a bidder to bid call or other form of request for deliverables.

“Supplier” means an entity, an individual, a partnership or a corporation that is capable of providing desired deliverables to the Library and including but not limited to a “consultant”, “contractor” and “vendor”.

“Surplus Asset” means a Library asset that has served its useful life and is no longer required for the purpose for which it was originally obtained.

“Term Contract” means a price agreement in which a source of supply is established for a specified period of time for specified deliverables, usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price.

"Tender" means a written detailed offer from a vendor, received in response to a request for tender, to supply deliverables where there are clearly defined criteria or specifications.

"Tied Bid" means two or more bids from bidders that are equal in all respects after evaluation, including price for deliverables and sale of personal property.

"Total Cost" means acquisition value.

"Unsolicited Bid/ Proposal" means a bid or proposal received by the Library from a vendor(s) who has approached the Library with a bid or proposal in response to a perceived need that was not requested through a standard procurement process.

"Vendor" means an entity, an individual, a partnership or a corporation that is capable of providing desired deliverables to the Library including but not limited to a "consultant" "contractor" and "supplier".

"Working Day" means Monday through Friday, excluding any recognized statutory holiday, public holiday or civic holiday.

"WSIB" means the Workplace Safety and Insurance Board.

To establish the definition of any other procurement terms not herein included, reference may be made to the latest edition of the Institute for [Public Procurement \(NIGP\) Public Procurement Dictionary of Terms](#) and/or, the [Government of Canada Supply Manual Glossary](#).

Schedule B – Exemptions to this Policy

This policy does not apply to the acquisition of the following deliverables, subject to such expenditures being approved by the appropriate staff and being within the annual approved budget:

1. The supply goods or services of which is controlled by a statutory monopoly.
2. 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.
3. Goods acquired on a commodity market.
4. The following goods and services including but not limited:
 - a) Conferences, conventions, courses, workshops and seminars.
 - b) Newspapers, magazines, books, digital resources, subscriptions, and periodicals.
 - c) Memberships in professional and vocational associations.
 - d) Facilitators and program hosts.
 - e) Computer software (online or otherwise) and network support.
 - f) Staff education and professional training.
5. Services provided by the following licensed professionals:
 - a) Legal Fees
 - b) Fees from licensed health care practitioners and related services.
 - c) Fees from human resources services.
 - d) Auditor Fees
6. Goods and services related to cultural or artistic fields, such as:
 - a) Events supporting local non-profit organizations.
 - b) Entertainment providers, Entertainers/Artists for theatre or special events.
 - c) Original works of art.
 - d) A contract to be awarded to the winner of a design contest.
7. The following special services:
 - a) Author Readings
 - b) Performers at Library programs and events.
 - c) Honorariums
 - d) Per Diems
 - e) Committee Fees
 - f) Expert witnesses
 - g) Arbitrators
 - h) Appraisers

8. Library General Expense, such as:

- a) Refundable employee expenses (advances, accommodation, meal allowances, travel, miscellaneous)
- b) Payroll deduction remittances
- c) Workers Safety Insurance Board payments
- d) Health benefits
- e) Insurance premiums
- f) Damage claims
- g) Legal settlements
- h) Arbitration awards
- i) Petty cash replenishment
- j) Charges to and from other government bodies.
- k) Board approved grants, donations or sponsorships programs which may include asset naming rights.
- l) Refunds (such as property tax refunds, building permit refunds and refunds for cancelled services, programs or events).
- m) Licensing fees (regular license fees for vehicles, firearms, elevators, communications, software, etc.) required to maintain existing products and systems originally obtained in accordance with the policy
- n) Utility bills (such as water and sewer, hydro, natural gas, telecommunications, internet, and cable television).

9. Goods or services where one hundred percent (100%) of the total cost is being paid or reimbursed by a third party.

Schedule C – Bid Irregularities

All bid and proposals irregularities shall be forwarded to the bid review panel for review, consideration, and determination.

For the purposes of this policy, the following actions shall be taken regarding bid and proposals irregularities, as defined in this policy, excluding proposal irregularities.

	Event	Action
1.	Late submission	Automatic rejection.
2.	Submission provided on other than the bid form	Automatic rejection.
3.	Submission completed and/or signed in an erasable medium.	Automatic rejection.
4.	Submission not legible	Rejected, unless in the opinion of the bid review panel, the illegibility is not pricing, is considered to be immaterial, and can be remedied by the respondent within five (5) working days of notification.
5.	Submission not signed	Rejected, unless upon the request of the bid review panel, the respondent can remedy the bid irregularity within two (2) working days of notification.
6.	Incomplete submission	Rejected, unless: a. It is stated in the bid call document that partial submissions are acceptable, and the submission is complete in respect of the portion of the scope of work or deliverable(s) bid upon; or b. In the opinion of the bid review panel, the omission is administrative in nature, and upon request by the Library, remedied by the respondent within two (2) working days. Incomplete pricing shall not be considered administrative in nature and the submission shall be rejected.
7.	All addendum(s) not acknowledged in the submission.	Automatic rejection, unless: a. the relevant addendum issued is solely for the purpose of revising a closing date and/or time and the submission is received in accordance with the revised closing date and/or time; or b. In the opinion of the bid review panel, the omission is of an administrative in nature and is, upon request by the Library, remedied by the respondent, within two (2) working days of notification.

8.	Submission by a respondent who is in unresolved litigation with the Library or City.	Automatic rejection.
9.	Alterations, additions, deletions or qualifying statements (referred to as a “variation”) made to or provided with the bid form.	Automatic rejection, unless, in the opinion of the bid review panel, such variation is considered to be immaterial to the Library.
10.	Mathematical errors which are not consistent with the unit price or tax calculations.	Rejected unless, upon request of the Library, the respondent shall accept and initial corrections made by the Library within two (2) working days of notification.
11.	Insufficient bid security.	Rejected, unless, in the opinion of bid review panel, the insufficiency in the bid deposit is trivial or insignificant. Upon request by the Library, five (5) working days shall be given to the respondent to remedy.
12.	Respondent did not submit an undertaking to provide a bond.	Automatic rejection.
13.	Respondent did not attend a mandatory site meeting.	Automatic rejection.
14.	Other bid or proposal irregularities.	Referred to the bid review panel for review, consideration, and determination. Upon request of the Library, the respondent may be given five (5) working days to correct such bid irregularity.

Where, at the request of the Library, a respondent has been given a period of time to correct a proposal irregularity, and the respondent fails to make the correction within that time period, then the respondent shall be deemed to be in default, and the submission shall be rejected by the bid review panel.

Schedule D – Thresholds

Estimated Acquisition Value (Dollar) Threshold including <i>non-refundable HST</i>	Procurement Method	Form of Commitment
Threshold for Low Value Purchases (LVP)		
Up to \$5,000	Low Value Purchase (LVP)	P-Card
\$5,001 to \$10,000	Low Value Purchase (LVP)	P-Card or Purchase Order
Threshold for Bid Call Process		
\$10,001 to \$30,000	INFORMAL: Quick Bid Request for Quotation (QBRFQ) 3 written quotes	Purchase Order
\$30,001 to \$100,000	FORMAL: Request for Tender (RFT), Request for Quotation (RFQ), or Request for Proposal (RFP)	Purchase Order
\$100,000+	FORMAL: Request for Tender (RFT) or Request for Proposal (RFP) via the City's Bidding System.	Purchase Order
Sole or Single Source Purchases		
Up to \$5,000	As per policy.	P-Card
\$5,001 to \$10,000	As per policy.	P-Card or Purchase Order
\$10,001 to \$100,000+	As per policy.	Purchase Order

Schedule E - Purchasing Authorities

Estimated Acquisition Value (Dollar) Threshold including HST	Requested By	Authorized By
Up to \$5,000	Manager	CEO
\$5,001 to \$50,000	CEO	Board Chair
Greater than \$50,000	CEO	Library Board

Schedule F - Emergency Acquisition Authorities

Estimated Acquisition Value (Dollar) Threshold including HST	Requested By	Authorized By
Up to \$50,000	CEO	Board Chair
Greater than \$50,000	CEO	Library Board