

<i>The Town of Fort Frances</i>	<b>SECTION</b> ADMINISTRATION AND FINANCE
<b>Fort Frances Cooperative Purchasing Group</b>	<b>REVISED</b>
<b><u>POLICY</u></b>	
Resolution No.	Supercedes Resolution No.
Policy Number 1.3	<b>PAGE 1 of 6</b>

**FORMATION**

The participating agencies, listed below, agree to engage in a co-operative purchasing group.

**NAME**

The name of the group shall be the Fort Frances Co-operative Purchasing Group.

**MEMBERS**

- a) Town of Fort Frances
- b) Fort Frances-Rainy River District RCSS Board
- c) Fort Frances-Rainy River Board of Education
- d) Riverside Healthcare Facilities, Inc.
- e) Rainycrest Home for the Aged

**EXPANSION OF MEMBERS**

Consideration will be given at any time to extending the co-operative effort to include other non-profit agencies based within Fort Frances or the immediate vicinity, provided that:

- a) The expansion is agreed by resolution of the Group on the basis of a simple majority.
- b) The expansion will not go beyond the geographical boundaries of the Rainy River District.

**PURPOSE**

Purpose of the Group shall be to promote efficiency in purchasing by:

- a) Jointly inviting tenders or quotations for commonly used goods and services.
- b) Encouraging standardization of specifications for commonly used goods and services.
- c) Exchanging market information.
- d) Encouraging professional development through joint study and evaluation of state of the art managerial processes.
- e) Any other co-operative effort agreed upon by resolution of the Group.

## **ELECTED OFFICERS**

Officers of the Group shall be a Chairperson, a Vice-Chairperson and a Recording Secretary, to be elected from among the membership for a one (1) year term. The election to be held at the regularly scheduled meeting in December with newly elected officers to take office the following January. It is the intent that the Vice-Chairperson rotates to the Chairperson's position in the second year, subject to the individual remaining as an officer of the Group.

The duties shall be:

- a) The Chairperson shall preside at meetings of the Group; shall have the right to call such meetings; shall act as the procedural officer for the transaction of business; shall be empowered to conduct correspondence on behalf of the Group; and may appoint such committees, etc. as are considered necessary in consultation with the Vice-Chairperson.
- b) The Vice-Chair shall assist the Chairperson in furthering the policy and administration of the Group and shall assume the duties of, and act for, the Chairperson at any function or for any business, in the event of the Chairperson's inability to perform the duties of the position.
- c) The Recording Secretary shall, jointly with the Chairperson of the Group issue notices of the meetings, listing the place, the time and as fully as possible, the business to be transacted; shall keep the Minutes of the meetings, shall distribute such Minutes as soon as possible; and shall, at the direction of the Chairperson, attend to the correspondence exclusive of tender calls/quotations.

## **MEETING PLACE**

A permanent meeting place for the Group shall not be established, it being the intent that members act as the hosts for meetings of the Group, either in rotation or as convenient.

## **MEETINGS**

Meetings of the Group shall be held at least quarterly or more often as the Group members collectively shall decide.

## **PRINCIPLES**

To carry out the aims and objectives of the group it shall be understood that a major function will be co-operative purchasing as a means of reducing costs of goods and services by permitting purchasing in larger volumes and at lower prices; and by avoiding possible duplication of effort.

The following terms shall apply to the Group's programme for co-operative purchasing ventures:

- a) Only those goods and services that lend themselves to cost reduction because of volume and/or methods will be considered.

- b) It is understood that the interests of the representative's agency will at all times govern an individual decision whether or not to take part in a particular tender.
- c) No one member of the Group shall be responsible for tendering and it will be expected that all participants will take a turn in preparing outgoing tenders.
- d) The specific policy governing purchases utilizing this group shall be as attached.
- e) Co-operative tenders shall be opened publicly by the Group representatives participating in the tender meeting together.
- f) The control of ordering, receiving and paying for co-operatively tendered items will remain the responsibility of the individual agency for its portion of the co-operative tender total.
- g) Members who do not wish to participate in a tender call will, whenever possible, so signify and ask that the Recording Secretary note the fact in the Minutes.
- h) All participating members may opt out of the tender prior to calling the tender and secondly, subsequent to an analysis of the eligible bids. Members shall ratify/reject the recommendation of the Group within thirty (30) calendar days subsequent to receipt of the information from the Group.

## **CONCLUSION**

Group membership shall, at all times, be recognized as being entirely voluntary in nature but beneficial in practice for achieving savings and efficiency in the best interests of purchasing for the participating agencies.

## **SIGNING AUTHORITIES**

Town of Fort Frances, Fort Frances-Rainy River District Roman Catholic Separate School Board, Riverside Healthcare Facilities, Inc

## **FORT FRANCES CO-OPERATIVE PURCHASING GROUP CONDITIONS OF CONTRACT AND INSTRUCTIONS TO TENDERER**

- a) Please bid net prices at which you agree to furnish any or all of the following items, delivered and unloaded at destination noted below. Offers must be made on this form and signed in full. Prices must be based on our units. OFFERS RECEIVED AFTER THE CLOSING TIME WILL BE RETURNED UNOPENED.
- b) Tenders shall be submitted in the enclosed envelope (sealed) bearing the name of the Tenderer.
- c) Each participating Agency will enter into a separate agreement with the successful bidder based on these terms and conditions, detailing procurement method, delivery locations, schedules and payment arrangements.
- d) All tender documents shall be fully filled out and signed by the appropriate responsible officer to the Tenderer's organization. Failure to do so may result in disqualification of your proposal.
- e) No oral, telephone or facsimile submissions will be considered.
- f) Tenders will be opened publicly. Lowest or any tender not necessarily accepted. The Participating Agencies reserve the right to reject any or all bids, to waive irregularities and informalities therein, and to award the contract in the best interest of the Participating Agencies in its sole and unfettered discretion.
- g) Any quantities indicated are estimates only and the participating Agencies are merely providing a usage pattern established over the past year. The quantities are furnished without any liability to the participating Agencies.
- h) Offers to remain valid for a period of sixty (60) days from the closing date of tender.
- i) The conditions listed on each participating Agencies' Purchase Order shall form part of the contract.
- j) Any terms or conditions, which cannot be fulfilled, are to be clearly outlined on Tenderer's letterhead and enclosed with the tender.
- k) Each participating Agency will schedule their delivery and packaging requirements, which may be on an individual basis.
- l) All deliveries are to be F.O.B. the various Agencies. Each Tenderer shall examine all receiving areas to satisfy them that the delivery requirements are fully understood and reflected in the prices quoted.
- m) All prices quoted to include duty and exclusive of Goods and Services Tax and Provincial Sales Tax. Goods and Services Tax and Provincial Sales Tax will be added as applicable at time of purchase.
- n) Tenderer must submit individual prices on the attached Cost Analysis Sheets. The Co-operative reserves the right to award this contract in whole or in part.
- o) Bids will be considered on alternatives, which offer cost savings providing full details are outlined on Tenderer letterhead and samples are provided upon request.

- p) The Participation Agency (as a group) reserves the right to negotiate minor changes or variations to this tender with the successful vendor without recalling the tender.
- q) The Participating Agency (as a group) reserves the right to terminate the contract on thirty (30) days written notice.
- r) If, at any time during the period covered by this contract, seller should sell or offer for sale to any other customer, an equal or less quantity of similar product of like or better grade and quality at a lower net price of prices than provided herein, seller hereby agrees to notify the Participating Agencies and to sell said product(s) at the lower price(s) on all deliveries made hereunder during the period in which such lower price(s) is effective.
- s) Unit prices shall be the same for Participating Agencies during contract period.
- t) Successful vendor must contact each of the Participating Agencies where additional information or interpretation of an order is required. When an out-of-stock situation occurs and delivery within the established time schedule cannot be accomplished, successful vendor will take all possible action to provide out-of-stock items with a minimum delay.
- u) The successful vendor shall be responsible for any and all damages or claims for damages which may be caused by the acts or omissions of himself/herself or his/her employees or his/her agents, and shall indemnify and save harmless each of the Participating Agencies against all claims and respect thereof.
- v) The successful vendor will not, without the written consent of the said Purchasing Group, make any assignment or subcontract for the provisions of any product hereby tendered on.
- w) The successful vendor must supply the name(s) of contact personnel within the firm who will handle the Participating Agencies account.
- x) Each release order must be invoiced separately showing the purchase order number and shipping information and mailed to the said Agencies Accounts Payable Department.
- y) The purchaser reserves the right to reject and return goods to the vendor, at vendors' expense, if not in accordance with all the details shown on the Purchase Order.
- z) In an effort to reduce environmental waste, quotations are invited on all commodities where products are manufactured using recycled materials. Purchases may be made where pricing is favourable.

Bidders who are offering recycled products for consideration must certify actual content of recovered materials as a percentage of the total content.

Bidders must also provide a breakdown of the recycled content as a percentage of post consumer waste and or post commercial waste. Post consumer waste being that which has been used by the consumer and collected by recycling programs, and post commercial waste which has been generated in manufacturing, etc. i.e.:  $\text{PRODUCT POST CONSUMER} + \text{POST COMMERCIAL} = \% \text{ of total content}$ .

- za) Participating agencies, individually or collectively, may withdraw from the tender, completely, subsequent to the opening of the bids.

Participating Agencies	Date Issued:	Offer Number:
	For:	Closing Time: 2:00p.m.-Local Time
	Enquiries To:	Telephone:
	Fax:	Tender Opening:
	Location:	

I / We, the undersigned, do hereby tender and offer to enter into contract with each participating agency of the, for the supply and delivery of goods/services as noted above in accordance with the attached General Conditions of Contract and Instructions to Tenderer and all the specifications and terms of the tender which are set forth below and attached at the price indicated in the space provided for that purpose.

I / We further affirm that the price quoted is a TOTAL PRICE, and includes all duties, customs, clearances, cartage, freight and is a NET DELIVERED PRICE, Goods and Services Tax and Ontario Retail Sales Tax extra.

A Cash Discount Allowance of \_\_\_\_\_% will be allowed if accounts are paid within \_\_\_\_\_ days after the receipt of the bill for goods that are acceptable.

I / we guarantee delivery within days after the notification of the award of tender.

Company Name:	Mailing Address	City:
Postal Code:	Telephone:	Fax:
Date:	Signature of Authorized Official:	

One copy of the tender will be provided for each participating agency, plus ones on the forms provided, sealed in the envelop provided in the offices of: \_\_\_\_\_ at 2:00 P.M., local time, and will be opened publicly in the \_\_\_\_\_ at \_\_\_\_\_ (LOCAL TIME) of the same day.