

PURCHASING AND CONTRACTS

I. POLICY

It is the intention of the Warrenville Public Library District, Warrenville, Illinois to employ individuals or firms on the basis of their perceived education, competence and expertise relative to the project in hand, the cost of their services, their ability to complete the work within the required time, their past record in performing similar work and their ability to work with library staff.

The Library shall enter into contracts for professional services according to the following terms. In addition to the terms shown below, contracts shall include the language which is continued under Section VII: Contract Language", and which can only be changed by Board action.

II. DEFINITIONS

This policy applies to individuals or firms who perform services for the Warrenville Public Library District, Warrenville, IL, ("Library") on a contract (i.e. non-salaried) basis over a period of time. Those individuals or firms would include, but are not limited to, accountants, architects, engineers, planners and consultants. Nothing in this policy is intended to supersede the provisions of the Local Government Professional Service Selection Act (50 ILCS 510/0.01 et. seq.) The Library Board reserves the right to modify this policy to fit unique situations.

This policy does not apply to individuals or firms for 1) any individual project of less than one week's duration and/or costing less than \$25,000, or 2) emergencies.

This policy applies to all purchases and commitments requiring an expenditure of funds under the control of the Board of Trustees of the Warrenville Public Library District.

III. FORMAL BIDS

- A. The Library will solicit bids from at least three individuals or firms for each project over \$25,000. The Library shall prepare a request for proposal which the individual or firm shall use as a basis for its bid. The Library reserves the right to hire an individual or firm and/or authorize payment to an individual or firm if special circumstances exist which, in the Library's sole discretion, justify a waiver of any provision(s) of this policy. Preliminary consultations with the Library Board or any authorized representative of the Library before a contract is signed, including but not limited to two library visits to solicit business shall not be billable.

- B. All purchases and commitments for contractual services, commodities and capital goods will be awarded to the lowest responsible bidder considering conformity with specifications, terms of delivery, demonstrated performance with libraries, quality and serviceability. In the purchasing and awarding of bid contracts, the authority for approval rests in the Board of Trustees or their designated representative. Solicitation for bids will be in conformance with accepted business practices and the method of solicitation will be as follows:
1. A call for bids will be prepared and mailed to at least three qualified suppliers. Notice of the availability of such "call for bids" to all interested persons will be published in at least one local newspaper at least one time. Qualified suppliers will be selected with consideration being given to such things as prior experiences, accessibility and general reputation. The Board may, in its discretion, select additional newspapers or other publications in which to place such advertisements as it shall from time to time deem necessary and desirable.
 2. The call for bids will describe in detail the required qualifications for bidders, specification of the goods or services, terms of delivery, draft of the contract (if applicable), need for performance bond (if applicable), whether samples are required, the form in which to submit the bid, other necessary conditions, and the time and place for opening bids.
- C. Formal bidding is not required in the following five cases, unless it is otherwise required by The Public Library District Act of 1991 (75 ILCS 16/1-1).
1. Where the amount involved is under \$25,000, all purchase and commitments for contractual services, commodities and capital goods will be made on the basis of price, quality and dependability and at least three (3) informal quotations from the most qualified suppliers, all to the extent practicable in the circumstances.
 2. Where the goods or services to be procured are economically procurable from only one source, such as contracts for public utility services, books and specially designed business and research equipment and related supplies.
 3. Where the services required are for professional, technical, or artistic skills.
 4. In an emergency when there has been a local disaster or catastrophe.
 5. When immediate repairs to, or replacement of, equipment owned by the Library is necessary in order to permit the Library to function and its regular services to be performed.

IV. CONTRACT AND INVOICE

- A. The Library will not pay the individual or firm for any billable work until and unless a written contract has been signed by the Library and the individual or firm, under terms approved by action of the Library Board.

The individual or firm will submit, on its letterhead, a proposal giving a detailed description of the work to be done, showing a schedule of measurable results. This will include the project budget amount and an upper limit on fees. The billing rate for each employee or class of employee will be included. Billing method, whether time and materials, a set fee, or a percentage, shall be specified.

The individual or firm shall submit a list of references and a certificate of insurance before the contract is signed. When appropriate to the project a performance bond will be required. Both must be acceptable to the Library before the contract is signed. Changes proposed by the individual or firm must be approved by the Board.

The form of contract (AIA, letter of agreement, etc.) are at the discretion of the Library. All agreements or contracts may be reviewed by the Library's legal counsel before signing. The contract shall be for a stipulated time period.

- B. The contract will specify any billable charges that are not included with the individual or firm's hourly fees, including but not limited to administrative costs, photocopying, travel time and parking.

Any invoice to be paid by the Library shall show as a minimum, the name and title of each employee or class of employee of the individual or firm's firm, the number of hours worked by that person, his or her billing rate, and a description of the work done during that billed time period which is detailed enough to suit the Library Board.

Invoices shall be sent to the Library at least monthly.

V. CONTRACT LANGUAGE.

- A. Cancellations. When a meeting is scheduled by the Library with the individual or firm and the Library cancels the meeting, no charges will accrue providing the Library notifies the individual or firm twenty-four (24) hours before the meeting. If the individual or firm is not notified of the cancellation and he must travel to the agreed meeting place, the Library agrees to pay a reasonable reimbursement not to exceed three hours of billable time for that person.
- B. Suspension of Services. The Library at any time by written order to the individual or firm can require the individual or firm to stop all, or any part, of the services required by the contract. Upon receipt of such an order the individual or firm shall immediately comply with its terms and take all

steps to minimize the occurrence of costs to the services covered by the order. The Library will pay for costs associated with suspension provided they are deemed reasonable by the Library.

- C. Termination Without Cause. Without cause, either party may terminate a contract after giving ten (10) days written notice to the other of intent to terminate without cause. The Library and the individual or firm will deal with each other in good faith during the 10 day period after any notice of intent to terminate without cause has been given. Upon such termination, the individual or firm shall deliver to the Library all written, photographed, automated, and other materials that have been paid for by the Library.
- D. Renewal. A contract may be renewed upon written agreement by both the individual or firm and the Library.
- E. Amendments. A contract may be supplemented, amended or revised only in writing by agreement of both the Library and the individual or firm. Costs in excess of the agreed contract price shall not be chargeable absent prior written authorization by the Library Board or authorized Library representative.
- F. Federal, State, and Local Income and Payroll Taxes. Neither Federal, nor State, nor local income or payroll taxes of any kind shall be withheld or paid by the Library on behalf of the individual or firm. The individual or firm is an independent contractor and is solely responsible for these according to law.
- G. Fringe Benefits. As an independent contractor engaged in its own independent business, the individual or firm is not eligible for, and shall not participate in, any employer pension, health or other fringe benefit plan of the Library.
- H. No Authority to Bind the Library. The individual or firm has no authority to enter into contract or agreements on behalf of the Library, nor to act for the Library in any way. The individual or firm specifically is not authorized to subcontract any additional work except with prior written permission of the Library.
- I. Severability. If any part of this contract shall be held unenforceable, the rest of this contract will nevertheless remain in full force and effect.
- J. Entire Agreement. The contract is intended to set forth all of the terms of the services offered by the individual or firm, and it supersedes any prior understandings or agreements. The contract cannot be changed or modified orally.
- K. Limitation of Claim. Both parties agree that any lawsuit arising from the performance or nonperformance of the contract, whether based upon contract, negligence, strict liability, or otherwise shall be brought within one year from the date such claim arose.

- L. Waiver of Lien. No payment shall be made pursuant to the general conditions of the contract until the contractor shall have delivered to the Library data establishing payment or satisfaction of all obligations of the contractor, such as receipts, releases and waivers of liens arising out of the contract, to the extent and in such form as may be designated by the Library. The Library will pay the invoice within 30 days after receipt provided that the contractor has completed the project and otherwise complied with the terms and provisions contained herein.
- M. Equal Opportunity Statement. A statement of the contractor's nondiscriminatory employment practices will insure that all employees are employed equally without regard to race, color, religion, sex, national origin, age, physical handicap, veteran and/or disabled status.

XIII. SALE OR DISPOSITION OF REAL OR PERSONAL PROPERTY

Library personal property (i.e., print and non-print materials, equipment, supplies) which in the judgment of the Director is no longer necessary or useful for Library purposes may be disposed of in the following manner:

1. Books and non-print materials from the Library's collections, or gift materials, may be discarded, used for a book sale, be given to any other tax supported library or library system operating under the Library System Act.
2. Any other property having an individual current value of less than \$1,000 may, at the discretion of the Director be discarded, turned in on new equipment, or made available for sale following written notification of the Board of Trustees at a monthly meeting.
3. In the case of individual surplus items having a current value of more than \$1,000 but less than \$2,500, following prior written notification, the Board may authorize trade-in of such item on new equipment or sale of such items in accordance with the provisions of The Illinois Public Library District Act of 1991 (75 ILCS 16/30-55.32).
4. In all other cases, the Board shall publish notice of the availability and location of the real or personal property and the date and terms of the proposed sale, giving such notice once each week for 2 successive weeks in one or more newspapers published within the city, or at least once in a newspaper of general circulation in the city.
5. In no case shall members of the Board of Trustees, any Library staff member or members of their immediate families purchase any library item declared surplus except through public bidding.

Policy Revision Log
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