THE CITY OF VAUGHAN

CORPORATE POLICY

POLICY TITLE: **CORPORATE PROCUREMENT**

POLICY NO.: **15.C.03**

Section:	Procurement		
Effective Date:	July 1, 2023	**Date of Last Review:**	March 25, 2025
Approval Authority: Council		**Policy Owner:** DCM, Corporate Services & CFO	

TABLE OF CONTENTS

Page

1. POLICY STATEMENT, PURPOSE, SCOPE, LEGISLATIVE REQUIREMENTS, DEFINITIONS 3
2. APPLICATION 6
3. PROCUREMENT PRINCIPLES 8
4. CONFLICTS OF INTEREST 8
5. ETHICAL CONDUCT IN PROCUREMENT 9
6. PROHIBITIONS 11
7. AUTHORITIES, RESPONSIBILITIES AND DUTIES 11
8. PLANNING FOR PROCUREMENT 11
9. COMPETITIVE PROCUREMENT PROCESSES 12
10. NON-COMPETITIVE PROCUREMENT PROCESSES 14
11. LOW DOLLAR PURCHASE (LDPS) 15
12. PURCHASING CARD (“P-CARD”) 16
13. MONETARY REFERENCES 16
14. AUTHORITY TO APPROVE AWARDS 16
15. AUTHORITY TO EXECUTE CONTRACTS 18
16. AMENDMENTS, EXTENSIONS, TERMINATIONS 18
17. CANCELLING, REISSUING OF BID REQUESTS 19
18. BIDDING PRACTICES, EXCLUSIONS, COMPLAINTS AND ENQUIRIES 19

19. POINT OF CONTACT 19
20. SUPPLIER DISPUTES AND SUPPLIER PERFORMANCE 20
21. DISQUALIFICATION OF BIDDERS 20
22. UNSOLICITED PROPOSALS 20
23. SPECIAL RELATIONSHIPS 21
24. COLLABORATIVE PROCUREMENT 21
25. DISPOSAL OF SURPLUS GOODS 22
26. REPORTS TO CITY COUNCIL 22
27. RECORDS 22
28. PROCEDURES 22
29. INTERPRETATION 22
30. GENERAL 23
SCHEDULE “A” CRITERIA FOR SOLE SOURCE AND SINGLE SOURCE PROCUREMENT 24
SCHEDULE “B” CONTRACT AWARD AND AMENDMENT AUTHORITY 26
SCHEDULE “C” LEGAL REVIEW REQUIREMENTS 29
SCHEDULE “D” AUTHORITIES, RESPONSIBILITIES AND DUTIES OF STAFF 31

POLICY TITLE: **CORPORATE PROCUREMENT**

POLICY NO.: **15.C.03**

POLICY STATEMENT

This Policy outlines rules for the City procuring Goods and/or Services.

PURPOSE

The purpose of this Policy is to provide a clear statement of how Goods and Services can be acquired while ensuring the integrity of the Procurement process is maintained.

SCOPE

This Policy applies to the Procurement of all Goods and/or Services required by the City subject to exemptions in Section 2 (Application).

LEGISLATIVE REQUIREMENTS

The *Municipal Act 2001*, S.O. 2001, c. 25, Part VI, Section 270(1) stipulates that a municipality shall adopt and maintain policies with respect to its procurement of goods and services.

DEFINITIONS

1. DEFINITIONS

a) "**Amendment**" means a written order issued after execution of a Contract, which authorizes a change in the scope of work, time and/or cost, including a change order.

b) "**Applicable Law**" means any applicable federal, provincial, or municipal law, statutes, bylaws, regulations, rules, lawful orders, or lawful directives applicable in Ontario.

c) "**Award**" means the selection of the Bidder and the Bidder's Goods and/or Services, as accepted by the City.

d) "**Awarded Contract Cost**" means the Contract cost at the time of the Contract Award and includes the total Contract cost for the initial term and any renewal term or any defined options to extend set out in the Contract, excluding the Harmonized Sales Tax (HST), but including all other applicable, fees, charges, and disbursements.

e) "**Best Value**" means the optimal balance of evaluated factors and cost to achieve the City's objectives for the Procurement.

f) "**Bid**" means a proposal, offer or submission from a Bidder in response to a Bid Request.

g) "**Bidder**" means any legal entity that submits a Bid.

h) "**Bid Request**" means a solicitation from the City to potential Bidders to submit a Bid.

i) "**City**" means The Corporation of the City of Vaughan.

j) "**City Manager**" the person appointed by Council as City Manager or designate.

k) "**Contract**" means an agreement between the City and a Supplier for the supply of Goods and/or Services.

l) "**Collaborative Procurement**" means a Procurement process conducted jointly by the City and/or one or more Collaborative Procurement Organization(s).

m) "**Collaborative Procurement Organization**" means the municipalities, academic, schools, hospitals sector and any local board, commission, government entity, group purchasing organization, and purchasing cooperatives.

n) "**Cumulative Total Cost**" means the Awarded Contract Cost plus all approved Amendments and new Amendment(s) requests to the Contract.

o) "**Department**" means an organizational unit of the City headed by a Director.

p) "**Department Contract Manager**" means a City employee to whom a Department Director has assigned Procurement process responsibility and/or Contract management responsibility.

q) "**Director**" means the City staff responsible for the operation of a City Department and includes any person who has been authorized, in writing, to temporarily act during absence or vacancy in that office. For the purposes of this Policy, Director includes Department Heads.

r) "**Director of Procurement Services**" means the Director of the Department of Procurement Services of the City.

s) "**Emergency**" means a situation where it has been determined by the City Manager or their delegate, that a threat to public health, or life, or property or the environment exists such that the immediate Procurement of Goods and/or Services is essential to prevent serious delays, or damage to persons or property, or to restore or maintain essential City services.

t) "**Goods**" means tangible and intangible goods of all kinds, including but not limited to supplies, materials, equipment, structures, and fixtures to be delivered, installed, and/or constructed, and licenses and subscriptions.

u) "**High Value Procurement**" **(HVP)** means a Procurement where the Awarded Contract Cost is equal to or greater than $133,800 for goods and services or $334,400 for construction, as those terms are understood in the Canadian Free Trade Agreement.

v) "**Invitational Procurement**" means a procurement method whereby a limited number of Suppliers are invited to a Bid Request.

w) "**Legal Services**" means the City's Legal Services Department.

x) "**Low Dollar Purchase**" **(LDP)** means a low value Procurement of Goods and/or Services up to a maximum of $25,000.

y) "**Manager**" means the City staff with the title of Manager within a Department and includes any person who has been authorized, in writing, to temporarily act during absence or vacancy in that office.

z) "**Medium Value Procurement**" **(MVP)** means a Procurement where the Awarded Contract Cost is greater than $25,000 but less than $133,800 for goods and services or $334,400 for construction, as those terms are understood in the Canadian Free Trade Agreement.

aa) "**Open Procurements**" means a Procurement method whereby the Bid Request is posted publicly for a Supplier to submit a Bid. For the purposes of this policy, Open Procurements include Collaborative Procurements.

bb) "**Policy**" or "**Procurement Policy**" means the City's Corporate Procurement Policy, as amended, which pertains to the Procurement of Goods and/or Services.

cc) "**Point of Contact**" means the Procurement staff responsible for managing communications to and from Bidders and the City during a Procurement process.

dd) "**Procurement**" means the acquisition of Goods and/or Services by purchase, lease, rental, or exchange transaction.

ee) "**Procurement Services**" means the Department organizational unit responsible for the Procurement of Goods and/or Services for the City.

ff) "**Request for Expressions of Interest**" **(RFEOI)** means a request used to determine market interest to provide Goods and/or Services that the City is contemplating purchasing and may result in the determination of a short list of Bidders to respond to a Bid Request.

gg) "**Request for Information**" **(RFI)** means a request used as a general market research tool to determine the availability of Goods and/or Services that will meet

business or operational requirements and Procurement strategies and/or to estimate costs for the purpose of developing a Bid Request.

hh) "**Request for Pre-Qualification**" **(RFPQ)** means a request for the submission of information from potential Bidders, including the qualifications, experience, financial capability, background and staffing of any entity who may qualify to supply deliverables to the City.

ii) "**Request for Proposals**" **(RFP)** means a request used to obtain a Bid or Bids for Goods and/or Services in cases where the City states the performance requirements and/or business objectives but Bidders recommend the optimal approach for consideration and evaluation by the City.

jj) "**Request for Quotations**" **(RFQ)** means a request used to obtain a Bid or Bids in cases where the City has determined the quantity and quality for the Goods and/or Services and where the Procurements is for Goods and/or Services up to the thresholds provided for in the definition of Medium Value Procurement.

kk) "**Request for Tenders**" **(RFT)** means a request used to obtain a Bid or Bids in cases where the City has specified the quantity and quality of the Goods and/or Services and where the Procurement is for Goods and/or Services exceeding the thresholds provided for in the definition of High Value Procurement.

ll) "**Services**" means services of all kinds, including labor, construction, maintenance, and professional and consulting services.

mm) "**Single Source**" means Procurement permitted under the specific circumstances set out in Schedule "A".

nn) "**Sole Source**" means Procurement permitted under the specific circumstances set out in Schedule "A".

oo) "**Supplier**" means a legal entity with whom the City has entered into a Contract.

pp) "**Vendor of Record**" **(VOR)** means a Procurement established through an RFP that authorizes one or more qualified Suppliers to provide Goods and/or Services for a defined period with terms and conditions, including pricing, as set out in the VOR Contract.

POLICY

2. APPLICATION

This Procurement Policy shall apply to the Procurement of all Goods and/or Services undertaken by the City, with the exception of the following:

(a) Real Estate;

(b) Utilities, telecommunications, banking and postal charges, charges to and from other government agencies, including transit tickets;

(c) Any work that must be completed by Federal/Provincial-regulated organization;

(d) Professional development training, periodicals, journals, subscription expenses, including membership and committee fees;

(e) Council and employee expenses in accordance with the Council and Employee Expense policies;

(f) Special services:

(i) Legal services and other professional services required for the provision of legal services, including experts, mediators and arbitrators, court reporters and interpreters, as required by the City Solicitor or designate;

(ii) Realty appraisal services;

(iii) Recreational programming, fundraising, and special events, including but not limited to, facilitators, instructors, speakers, artists, or performers, including any associated technical requirement such as lighting, audio and stage set up for events or programs governed by applicable City by-laws and policies; and

(iv) Honoraria;

(g) Acquisition, maintenance, and disposal of public art;

(h) Hearing Officers appointed by the City Clerk under the Administrative Monetary Penalties System; and

(i) Marketing and advertising services that promote the City's marketing initiatives.

Notwithstanding the exceptions above, Legal Services shall be consulted for any Contracts or binding commitments made by the City in association with any of the above exemptions.

3. PROCUREMENT PRINCIPLES

The City's Procurement principles are:

(a) Procurement processes shall be efficient, effective, objective, and accountable;

(b) Transparency and fairness shall be ensured, and competitive value maximized, through full and open Procurement processes;

(c) The Procurement of Goods and/or Services shall be conducted in an unbiased way not influenced by personal preferences, prejudices, or interpretations, with respect to its trading partners, to the extent that said trading partners are acting in good faith of relevant trade treaties;

(d) Efforts shall be made to achieve the Best Value for the City;

(e) The City's sustainable and social procurement policies and procedures shall be considered for Procurement of all Goods and/or Services, where possible; and

(f) The Procurement of Goods and/or Services shall be conducted in compliance with Applicable Law and in a manner which will promote, and incorporate whenever possible, requirements of the *Accessibility for Ontarians with Disabilities Act* (Ontario).

4. CONFLICTS OF INTEREST

(a) Employees of the City shall comply with City policies on conflict of interest.

(b) At no time during the Procurement process, beginning with the planning stage through to the Award and the Contract stage, shall any City employee accept, directly or indirectly, from any Bidder or Supplier, anything of any value, tangible or intangible, including but not limited to rebates, gifts, meals, money, or special privileges. No preference will be given to Bidders who provide unsolicited goods or samples to the City or who demonstrate the operation of such goods or samples.

(c) City employees and their immediate family shall not have a financial interest, either directly or indirectly, in any Contract or with any person acting for the City in any Contract, unless such interest has been declared pursuant to the Code of Conduct for Employees. Such declaration shall

be in writing, to their manager, with a copy to the Director of Procurement Services, indicating the specific nature of the conflict of interest.

(d) City employees must declare in writing to their manager, with a copy to the Director of Procurement Services, any real or perceived conflicts of interest arising from interacting, managing, supervising, or overseeing the work of any family member, former employee of the City or anyone with whom they have a close personal relationship or personal interest, who is working for a Supplier in any capacity.

(e) All City employees participating in the development of specifications and/or the evaluation process for a Procurement process will be required to declare any real or perceived conflict of interest in accordance with the applicable Procurement procedures.

(f) Department Contract Managers must be impartial in their treatment of all Suppliers and in managing Contracts, including approval of any payments.

5. ETHICAL CONDUCT IN PROCUREMENT

(a) Procurement Services staff shall comply with the ethical codes of purchasing set out in the Supply Chain Management Association of Ontario (SCMAO) and the National Institute of Governmental Purchasing (NIGP).

(b) All Members of Council shall abide by the principles and rules laid out in the Code of Ethical Conduct for Members of Council Policy.

(c) City employees must follow standards of ethical and professional behavior as set out in the Employee Code of Conduct Policy.

(d) Bidders shall certify that they prepared and submitted their Bids independently without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Bid Request and that the Bid is in all respects fair and without collusion, bid-rigging, price-fixing, bribery, fraud or other similar behaviors or practices prohibited under the *Criminal Code* (Canada), the *Competition Act* (Canada) or other Applicable Law.

(e) Bidders shall not misrepresent their qualifications and experience, or those of their sub-contractors, where applicable, in relation to any Bid Request.

(f) Bidders shall not misrepresent the quality, performance, or technical attributes of their Goods and/or Services, or those of their sub-contractors, where applicable, in relation to any Bid Request.

(g) Bidders shall declare and disclose with their Bid any actual or potential conflicts of interest or unfair advantage related to the preparation of their Bid or where the Bidder foresees an actual or perceived conflict of interest in the performance of the Contract in the event of an Award.

(h) Bidders shall maintain the confidentiality of any confidential City information disclosed during a Procurement process.

(i) Bidders and Suppliers shall disclose to the Director of Procurement Services any affiliations or other relationships with other suppliers that might be seen to compromise the principle of fair competition, including any proposed or existing sub-contractual relationships.

(j) No Bidder or Supplier shall offer anything of value, tangible or intangible including but not limited to rebates, gifts, meals, money, or special privileges of any kind to City employees or Council, or otherwise attempt to influence or interfere with a Procurement process or a Contract.

(k) Bidders and Suppliers awarded a Contract shall comply with City policies for ethical conduct, including the supplier code of conduct, the Respectful Workplace Policy, and any implementing guides and procedures.

(l) Suppliers awarded a Contract must declare and fully disclose in writing to the Director of Procurement Services any actual or perceived conflicts of interest or unfair advantage related to the performance of the Contract or where the Supplier foresees an actual or potential conflict of interest in the performance of the Contract.

(m) Any Bidder or Supplier found to be in breach of this Section 5 (Ethical Conduct in Procurement) is subject to disqualification from bidding and/or termination of any Contracts they may have with the City, in accordance with Section 21 Disqualification of Bidders).

6. PROHIBITIONS

(a) No expenditure, purchase or commitment to purchase shall be incurred or made, and no account shall be paid by the City for Goods and/or Services except as provided in this Procurement Policy or otherwise approved by Council.

(b) No Contract for Goods and/or Services shall be entered into unless funding for the Procurement has been authorized by Council.

(c) No Procurement shall be arranged or made to avoid the application of this Procurement Policy. Without limitation, no Procurement of Goods and/or Services shall be divided into two or more parts for the purpose of avoiding the application of this Policy.

(d) Personal purchases shall not be made by the City for any City employee or Council member.

7. AUTHORITIES, RESPONSIBILITIES AND DUTIES

The authorities, responsibilities and duties of staff involved in Procurement processes are set out in Schedule "D" to this Policy.

8. PLANNING FOR PROCUREMENT

(a) All Procurements will be executed in accordance with this Policy, and any related or relevant policies and procedures.

(b) Departments shall consult with Procurement Services annually to establish and finalize their annual procurement plan which shall reflect both capital and operating expenditures.

(c) Prior to initiating any Procurement process for Goods and/or Services the Department Contract Manager shall:

(i) Ensure that the Goods and/or Services are legitimately required for City purposes;

(ii) Consider the City's purposes for Procurement and determine the costs, quantities and supply duration, short-term and long-term requirements, any ongoing maintenance, support and

licensing requirements and overall project requirements to meet City's needs;

(iii) Confirm availability of funding;

(iv) Allow sufficient time to complete the Procurement processes as required by Procurement Services; and

(v) Prepare detailed unbiased specifications, statements of work and quantity requirements to encourage full, open, and fair competition.

(d) Prior to issuing a competitive Procurement method, the following may be issued for the purposes of gathering information, as determined by Procurement Services: (1) Request for Information (RFI); or (2) Request for Expression of Interest (RFEOI).

(e) During the Procurement planning phase, legal advice from Legal Services shall be sought for Procurements described in Schedule "C".

9. COMPETITIVE PROCUREMENT PROCESSES

9.1 Invitational Procurement Process

(a) Invitational Procurements may be conducted for Medium Value Procurements.

(b) Invitational Procurements require a minimum of three (3) Bids and must be conducted by Procurement Services in collaboration with the relevant Department Contract Manager.

(c) Preference should be given to Canadian Suppliers that supply Canadian Goods and/or Canadian-based Services.

(d) Contracts must be awarded to the lowest compliant Bidder.

(e) The authority to award and contract execution authority shall be in compliance with Schedule "B".

9.2 Open Procurement Process

(a) High Value Procurements require an Open Procurement Process.

(b) Bids submitted by Suppliers located outside of Canada, in countries not acting in good faith of relevant trade treaties will not be considered.

(c) The requesting Department shall engage Procurement Services in accordance with the applicable Procurement procedure.

(d) Procurement Services will determine the appropriate competitive Procurement method while considering the specifications, quantities, approved budget value, and project requirements as provided by the requesting Department.

(e) If a publicly advertised Procurement process must be initiated to procure Goods and/or Services, Procurement Services will determine the appropriate competitive Procurement method, including but not limited to:

(i) Request for Quotation (RFQ)

(ii) Request for Tender (RFT)

(iii) Request for Proposal (RFP)

(iv) Request for Pre-Qualification (RFPQ)

(v) Vendor of Record (VOR) or VOR quick quote; or

(vi) A multi-step process which may involve a combination of the above.

(f) The Department Contract Manager shall determine the requirements and prepare detailed specifications or statements of work and quantity requirements for the Bid Request.

(g) The Procurement Services Manager shall review the specifications or statements of work and quantity requirements, develop an appropriate Bid Request and evaluation method for the Procurement method.

(h) Bids will be posted publicly on the City’s electronic bidding system.

(i) Following Bid review and/or evaluation and determination of the recommended Bidder(s), approval to Award the Contract(s) is required in accordance with Schedule “B” (Award Approval and Contract Execution Authority).

10. NON-COMPETITIVE PROCUREMENT PROCESSES

10.1 Sole Source and Single Source Procurement

(a) The requesting Department shall engage Procurement Services in accordance with the applicable Procurement procedure.

(b) A Sole Source or Single Source Procurement may be conducted only if:

(i) it meets the specific criteria set out in Schedule "A" (Criteria for Sole Source and Single Source Procurement); and

(ii) the proposed Supplier can and will provide, if requested:

1. proof of compliance with the City's WSIB requirements;
2. proof of coverage for all required insurance;
3. proof of compliance with the City's AODA requirements;
4. declarations and commitments to the City's privacy, information disclosure and conflict of interest requirements;
5. other documentation, as required; and

(iii) there is no actual or perceived Conflict of Interest between the City and the proposed Supplier.

(c) The Department Contract Manager must prepare a justification and shall obtain approval from a Procurement Services Manager that the proposed Procurement meets the Schedule "A" Criteria for Sole Source or Single Source Procurement.

(d) The Director of Procurement Services shall have the final right of determination as to whether the relevant Schedule "A" criteria are met.

(e) Before the Award of a Contract using the above rationale, the requesting Department shall perform due diligence by exploring price negotiation possibilities with the Supplier.

(f) Approval to Award a Contract is required in accordance with Schedule "B" (Award Approval and Contract Execution Authority).

10.2 Emergency Procurement

(a) In an Emergency, the Procurement of Goods and/or Services may be authorized without a competitive process. The requesting Department shall contact Procurement Services, if possible, for direction on an appropriate Procurement process and possible sources of supply. A list of pre-qualified suppliers or Vendors of Record will be used to select Suppliers, whenever possible.

(b) Within ten (10) days of the Emergency Procurement, the requesting Department shall follow the applicable Emergency Procurement procedure to initiate the Award and Contract execution requirements. The justification for an Emergency Procurement shall be documented and sent to the Director of Procurement Services no later than ten (10) business days after Contract execution, regardless of Procurement amount.

(c) Approval of an Emergency Procurement shall be in accordance with Schedule “B” (Award Approval and Contract Execution Authority). Contract execution, also in accordance with Schedule “B”, may occur after the Procurement has taken place.

(d) The Emergency Procurement shall be reported by the responsible Director to Council at the next Council meeting following the Emergency Procurement.

11. LOW DOLLAR PURCHASE (LDPS)

(a) Low Dollar Purchases can be used by Departments to directly procure Goods and/or Services up to and including a maximum of twenty-five thousand dollars ($25,000) without the need for a formal Procurement process. LDPs shall be conducted in accordance with the applicable Procurement procedures to minimize potential repetitive Procurements and LDP splitting.

(b) Low Dollar Purchases require a minimum of one (1) Bid quotation and may be conducted by Department Contract Managers without the involvement of Procurement Services.

12. PURCHASING CARD ("P-CARD")

(a) A P-Card is a payment mechanism used to purchase Goods and/or Services in accordance with the rules and guidelines detailed in the Purchasing Card Policy.

(b) Any employee with the appropriate delegated authority approval and authorized to use a P-Card may purchase Goods and/or Services. All City employees authorized to use a Corporate Purchasing Card must abide by the rules and responsibilities detailed in the Purchasing Card Policy.

13. MONETARY REFERENCES

(a) All references to a dollar amount in this Policy are to be in Canadian dollars and do not include applicable taxes.

(b) The dollar values identified in Schedule "B" (Award Approval and Contract Execution Authority) represent the Awarded Contract Cost.

(c) Awarded Contract Cost excludes contingencies not explicitly defined in the Contract.

14. AUTHORITY TO APPROVE AWARDS

(a) Award approval shall be executed on a Contract Award Recommendation Form and in accordance with Schedule "B" (Award Approval and Contract Execution Authority).

(b) Departmental approval of an Award shall provide confirmation that:

(i) Funds are available for the Procurement;

(ii) The specifications or scope of work meet the Department's objectives for the Procurement;

(iii) The recommended Award is compliant with the specifications or scope of work as set out in the Bid Request;

(iv) The operational terms and conditions are satisfactory.

(c) Procurement Services approval of the Award shall provide confirmation that:

(i) Departmental and/or Council approval of the Award, as applicable under Schedule "B" (Award Approval and Contract Execution Authority), has been obtained;

(ii) There are no unresolved Bid protests;

(iii) The Procurement process was conducted in accordance with this Policy;

(iv) The recommended Award is for the Best Value Bid, or the highest scoring compliant Bid from among the Bids received;

(v) The recommended Award is consistent with the Award methodology stated in the Bid Request;

(vi) Awarded Contract Cost is identified; and

(vii) For Single/Sole Source Awards, verification that the Award is in accordance with the criteria set out in Schedule "A".

(d) Council approval of the Award is required in the event of one or more of the conditions listed below:

(i) Approved funding is insufficient for the Award;

(ii) Procurement is prescribed by Applicable Law to be made by Council;

(iii) The Award is for Single/Sole Source Contract and the Cumulative Total Cost exceeds $100,000;

(iv) The full term (including optional extension years) of the Contract exceeds ten (10) years; or

(v) Recommended by the Director of Procurement Services.

(e) Where Council approval of an Award is required, the City Manager or Deputy City Manager responsible for the requesting Department shall report to Council. The Director of Procurement Services shall be consulted in the corporate report seeking Council authority for the procurement to ensure the inclusion of appropriate Procurement content.

(f) Upon approval to Award as required in Section 15 *(*Authority to Execute Contracts), Contract execution may take place in accordance with Section 16 (Amendments, Extensions, Terminations).

15. AUTHORITY TO EXECUTE CONTRACTS

(a) Except in the case of an Emergency, no Goods and/or Services shall be ordered or delivered until after a Contract is executed in accordance with this Policy.

(b) Contracts shall be executed in accordance with Schedule "B" and the following:

(i) The Award has been approved in accordance with Schedule "B";

(ii) Satisfactory terms and conditions have been agreed to by the City and the Supplier;

(iii) The form and content of the Contract, if required in accordance with Schedule "C", is approved by Legal Services;

(iv) The Contract clearly specifies the Awarded Contract Cost for a defined term; and

(v) The Cumulative Total Cost of any Contract does not, in any event, exceed the amounts approved in accordance with this Policy and any applicable procedures.

16. AMENDMENTS, EXTENSIONS, TERMINATIONS

(a) Contracts may be Amended, extended on an interim basis, renewed, or terminated in accordance with Contract terms and applicable City procedures. Such amendments and renewals may be executed in accordance with Schedule B.

(b) The Director of Procurement Services may authorize a Contract extension of up to a maximum of twelve (12) months where a new procurement process is in progress, but a new Contract is not yet in place.

(c) If there are significant performance issues or if there is no remaining budget allocation for the Procurement, the City Manager may authorize

the termination of the Supplier Contract prior to the expiry of the Contract term, after consultation with the City Solicitor. The City Manager is authorized to execute any documentation required for termination, the form of which shall be satisfactory to Legal Services.

17. CANCELLING, REISSUING OF BID REQUESTS

(a) Bid Requests may be cancelled altogether or cancelled and re-issued, in whole or in part, in accordance with the terms of the Bid Request and the applicable City procedures.

18. BIDDING PRACTICES, EXCLUSIONS, COMPLAINTS AND ENQUIRIES

(a) The City shall have the right, at any time after the closing date of the Bid Request, to seek clarification from any Bidder in respect of a Bid.

(b) In case of tied Bids, the Award shall be determined by Bid submission received first as time stamped in the City's electronic submission system.

(c) Procurement Services will permit Bidders to request a debriefing up to fifteen (15) days following the Bid result notification.

(d) The City reserves the right, not to accept a Bid from any Bidder or not to Award a Contract to any Bidder in accordance with the applicable City procedures.

(e) All Bidder enquiries, complaints, or protests, whether addressed to Council, or any other City staff, shall be referred to the Director of Procurement Services in writing for disposition in accordance with the applicable Procurement procedures.

19. POINT OF CONTACT

(a) The Procurement staff specified in the Bid Request shall be the Point of Contact and shall respond to all communications, including issuing addenda as required, from the date a Bid Request is issued until an Award is announced. Any related inquiries directed to City staff shall be forwarded to the Point of Contact or Procurement Services for disposition.

(b) Any Bidder found to be in breach of this section is subject to disqualification from participating in the current Bid Request.

20. SUPPLIER DISPUTES AND SUPPLIER PERFORMANCE

(a) The Department Contract Manager shall be responsible for responding to Supplier issues and resolving Supplier disputes as a first line of response.

(b) The Procurement Services Manager shall, in consultation with Legal Services and appropriate Departmental staff, resolve Supplier disputes not otherwise resolved by the Department Contract Manager.

(c) The Department Contract Manager and Procurement Services shall maintain records of any poor Supplier performance on all Contracts, which records may be used by the City to ensure Contract compliance, to supplement a prequalification review, to justify rejecting a Bid or to disqualify a Bidder.

21. DISQUALIFICATION OF BIDDERS

(a) The Director of Procurement Services may disqualify a Bidder from eligibility to submit Bids where there is documented evidence: (i) of poor performance under a Contract; (ii) that the Bidder violated a provision of this Policy or any appliable City policy or a Bid Request; (iii) that the Bidder submitted an improper Bid; or (iv) the Bidder has brought a frivolous and vexatious lawsuit against the City as determined by the Director of Procurement Services. The disqualification period will be for up to five (5) years from written notification to the Bidder.

(b) The Director of Procurement Services may disqualify a Bidder from the Bid Request process for which the Bidder is found to be in violation of Section 19 (Point of Contact).

(c) Disqualified Bidders will be notified of their ineligibility and shall have the right to protest in accordance with the applicable City procedures.

22. UNSOLICITED PROPOSALS

(a) Any unsolicited proposals submitted to the City shall be directed to the Director of Procurement Services. If it is determined that there is a legitimate need for the Goods and/or Services offered by way of an unsolicited proposal to the City, then a Procurement process shall be conducted in accordance with this Policy and the applicable procedures.

23. SPECIAL RELATIONSHIPS

In cases where the Procurement of Goods and/or Services is involved, the City may enter into agreements with a third party for special purposes, including but not limited to joint ventures, co-marketing, public benefit planning, public private partnerships, shared-use, sponsorships, corporate or individual donations and advertising. In such cases, Procurement Services may conduct a Procurement process in accordance with this Policy, in which case all requirements of this Policy must be met, except that the Award shall require approval by Council.

24. COLLABORATIVE PROCUREMENT

In lieu of a City-run competitive process, the City may participate with a Collaborative Procurement Organization in Collaborative Procurement initiatives where it is in the best interests of the City to do so, with the approval of Procurement Services, and where:

(a) Combining the volume of Goods and/or Services to be purchased by the City and the Collaborative Procurement Organization would result in the Best Value for the City;

(b) Where the Collaborative Procurement Organization is initiating the Procurement, the Procurement process will be conducted in accordance with the procurement policies or by-laws of the Collaborative Procurement Organization;

(c) Where the City is initiating the Procurement, the Procurement process will be conducted in accordance with this Policy; and

(d) Legal Services shall be consulted to determine the appropriate agreements required to conduct such initiatives with the other Collaborative Procurement Organizations.

The Collaborative Procurement Organization initiating the Procurement may determine the Award. If the Award is not in the best interest of the City or is in

violation of this Policy, the Director of Procurement Services may decline acceptance of the Award.

25. DISPOSAL OF SURPLUS GOODS

Surplus Goods are to be disposed of in accordance with the applicable City policies and procedures.

26. REPORTS TO CITY COUNCIL

The Director of Procurement Services shall submit to Council a summary information report on all Procurement Awards and all Contracts on a bi-annual basis.

27. RECORDS

Procurement Services shall be responsible for the care, custody, and control of records for all Procurement processes and Contracts entered pursuant to this Policy.

28. PROCEDURES

Any policies or procedures developed for the purpose of implementing this Policy shall not require the approval of Council. The Policy Committee shall have the authority to approve policy and procedures to implement this Policy.

29. INTERPRETATION

(a) References in this Policy to any statue, regulation, City policy, by-law, procedure, guide, or code of conduct, includes, in each case, any amendments made from time to time.

(b) The necessary grammatical changes shall be made, as the context requires, for the provisions of this Policy to apply to corporations,

partnerships, trusts and individuals, male or female, and to include singular or plural meaning.

30. GENERAL

(a) The corporate procurement policy approved prior to the enactment of this Policy is repealed.

(b) The Director of Procurement Services shall be the point of contact for any questions on this Policy.

SCHEDULE "A"
CRITERIA FOR SOLE SOURCE AND SINGLE SOURCE PROCUREMENT

1. SOLE SOURCE

(a) Sole Source Procurements may be conducted when only one Supplier is available to the City and is capable of providing the Goods and/or Services for one or more of the conditions listed below apply:

(i) statutory or market-based monopoly;

(ii) competition is precluded due to the application of Applicable Law or because of the existence of patent rights, copyrights, license, technical secrets, or controls of raw material;

(iii) the complete item, service, or system is unique to one Supplier and no alternative or substitute exists, i.e., Goods, Services, or warranty are proprietary;

(iv) where only one Supplier is offering the Goods and/or Services as an authorized reseller due to franchise restrictions; or

(v) the acquisition is for a particular brand of Goods and/or Services that are intended solely for resale to the public and no other brand is desirable, and the brand is not available from any other source.

(b) The Director of Procurement Services has the right of final determination, and in each case, a Sole Source Procurement must be undertaken to obtain the Best Value for the City.

2. SINGLE SOURCE

(a) A Single Source Procurement may be used if the Goods and/or Services are available from more than one source, but there are valid and sufficient reasons for selecting one Supplier in particular, as determined by the Director of Procurement Services that at least one of the following conditions is met:

(i) an attempt to acquire the required Goods and/or Services soliciting competitive Bids has been made in good faith, but has failed to identify more than one willing and responsive Bidder;

(ii) the confidential or security-related nature of the requirement is such that it would not be in the public interest to solicit competitive Bids;

(iii) there is a need for standardization or compatibility with Goods and/or Services previously acquired or the required Goods and/or Services will be additional to similar Goods and/or Services being supplied under an existing Contract;

(iv) where necessary to maintain an existing warranty from a previous Supplier;

(v) the ability of the Supplier to deliver Goods and/or Services within the requested timeframe;

(vi) the required Goods and/or Services are to be supplied by a particular Supplier having special knowledge, skills, expertise, or experience;

(vii) the Goods and/or Services are purchased under circumstances which are exceptionally advantageous to the City, such as in the case of a bankruptcy or receivership;

(viii) it is advantageous to the City to acquire the Goods and/or Services from a Supplier pursuant to the Procurement process conducted by another Collaborative Procurement Organization;

(ix) another organization is funding or substantially funding the purchase of the Goods and/or Services and has determined the Supplier, and the terms and conditions of the commitment into which the City will enter are acceptable to the City;

(x) where due to abnormal market conditions, the Goods and/or Services required are in short supply;

(xi) Goods and/or Services were purchased before a required formal Procurement process was initiated and completed through Procurement Services.

(b) The Director of Procurement Services has the right of final determination, and in each case, a Single Source Procurement must be undertaken to obtain the Best Value for the City, including but not limited to exploring price negotiation possibilities with the Supplier.

SCHEDULE "B"
PROCUREMENT THRESHOLDS, AWARD APPROVAL AND CONTRACT EXECUTION AUTHORITY

Table 1a. Procurement Thresholds

Procurement Threshold	Procurement Value (goods and services[1])	Procurement Value (construction[2])	Bids
Low Dollar Purchase (LDP)	Up to and including $25,000		Invitational Procurement Process with minimum one (1) quote[3]
Medium Value Procurement	$25,001 to $133,800	$25,001 to $334,400	Invitational Procurement Process with minimum three (3) quotes[3]
High Value Procurement	$133,801 or greater	$334,401 or greater	Open Procurement Process

[1] As those terms are understood under the Canadian Free Trade Agreement.

[2] As that term is understood under the Canadian Free Trade Agreement.

[3] Department Contract Managers and Procurement Services may obtain additional quotes for Low and Medium Value Purchases or undertake an Open Procurement Process for Purchases that are below the High Value Purchase threshold if essential or in the best interests of the City.

Table 1b. Award Approval

Procurement Method	Awarded Contract Cost	Departmental Approval[1]	Award Process Approval / Contract Execution
Competitive /Collaborative Procurements	Up to $25,000	Manager	Manager, Procurement Services
	$25,001 - $100,000	Director	Manager, Procurement Services
	$100,001 - $500,000	Deputy City Manager[2]	Director, Procurement Services
	$500,001 and above	City Manager	Director, Procurement Services
Invitational Procurements	Up to $25,000	Manager	Manager, Procurement Services
	$25,001 - $133,800	Director	Manager, Procurement Services
	$133,801 - $334,400	Deputy City Manager[2]	Director, Procurement Services
Low Dollar Purchase (LDP)	Up to and including $25,000	Department staff with Delegated Authority	Department staff with Delegated Authority
Single / Sole Source	Up to $25,000	Director	Director, Procurement Services
	$25,001 - $50,000	Deputy City Manager[2]	Director, Procurement Services
	$50,001 - $100,000	City Manager	Director, Procurement Services
	$100,001 and above	City Council	Director, Procurement Services
Emergency[3]	$5,001 - $10,000	Manager	Manager, Procurement Services
	$10,001 - $25,000	Director	Director, Procurement Services
	$25,001 - $100,000	Deputy City Manager[2]	Director, Procurement Services
	$100,001 and above	City Manager	Director, Procurement Services

[1] Departments must ensure Departmental approvals align with their respective budget authority.

[2] Department approvals for the applicable Awarded Contract includes the Chief of Office, Communications and Economic Development.

[3] The Emergency Procurement shall be reported by the responsible Director to Council at the next Council meeting following the Emergency Procurement.

Table 2. Competitive Amendment Award Authority

Competitive Amendment Award Authority				
Cumulative Percentage of Amendments[1] (%)				
Cumulative Total Cost[2]	**0-10%**	**>10%-15%**	**>15%+**	**Contract Execution**
$0 - $25,000	Department Manager	Department Manager	Department Manager	Manager, Procurement Services
$25,001 - $100,000	Department Director	Department Director	Department Director	Manager, Procurement Services
$100,001 - $500,000	Department Director	Deputy City Manager[3]	Deputy City Manager[3]	Director, Procurement Services
$500,001+	Department Director	Deputy City Manager[3]	City Manager	Director, Procurement Services

[1] Cumulative Percentage of Amendments (%) is the sum of all previous Amendments and the new Amendment divided by the Awarded Contract Cost.

[2] Cumulative Total Cost means the Awarded Contract Cost plus all approved Amendments and new Amendment(s) requests to the Contract.

[3] Department approvals for the applicable Awarded Contract includes the Chief of Office, Communications and Economic Development.

Table 3. Non-Competitive Amendment Award Authority

Non-Competitive Amendment Award Authority					
	Cumulative Percentage of Amendments[1] (%)				
Non-Competitive Type	**Cumulative Total Cost[2]**	**0-10%**	**>10%-15%**	**>15%+**	**Contract Execution**
Single/Sole Source	**$0 - $25,000**	Department Director	Department Director	Department Director	Director, Procurement Services
	$25,001 - $50,000	Department Director	Deputy City Manager[3]	Deputy City Manager	
	$50,001 - $100,000	Deputy City Manager[3]	City Manager	City Manager	
	$100,001+	City Council	City Council	City Council	
Emergency	**$0 - $25,000**	Department Director	Department Director	Department Director	
	$25,001 - $100,000	Deputy City Manager[3]	Deputy City Manager[3]	City Manager	
	$100,00+	City Manager	City Council	City Council	

[1] Cumulative Percentage of Amendments (%) is the sum of all previous Amendments and the new Amendment divided by the Awarded Contract Cost.

[2] Cumulative Total Cost means the Awarded Contract Cost plus all approved Amendments and new Amendment(s) requests to the Contract.

[3] Departmental approvals for the applicable Awarded Contract Cost includes the Chief of Office, Communications and Economic Development.

SCHEDULE "C"
LEGAL REVIEW REQUIREMENTS

Legal Services shall be consulted as part of the Procurement process and prior to execution of any related Contract or amendment for the following types of Procurements:

(a) Collaborative Procurements;

(b) the establishment of Vendor of Records (VORs);

(c) Procurements valued above $25,000 for technology as in accordance with Schedule "B" (Award Approval and Contract Execution Authority);

(d) Contracts not utilizing the City's Contract templates or where changes to the template are required;

(e) Bid disputes (where applicable);

(f) Negotiated Request for Proposal(s) (RFP);

(g) Special relationships arrangements under Section 23 (Special Relationships) of the Policy;

(h) Any other Procurements at the discretion of the Director of Procurement Services or designate, or the Department Director or designate, in consultation with Legal Services;

(i) Procurements where personal information will be collected, accessed, or maintained by the City, or by a Supplier on behalf of the City.

SCHEDULE "D"
AUTHORITIES, RESPONSIBILITIES AND DUTIES OF STAFF

The following chart describes the authorities and general responsibilities and duties of City staff having a role in Procurement as set out in this Policy. Additional and/or more detailed responsibilities may also be included in related City policies and procedures.

1. CITY MANAGER AND DEPUTY CITY MANAGERS

The City Manager and each Deputy City Manager shall be responsible for:

(a) Authorizing Contract Awards in accordance with Section 15 (Authority to Execute Contracts) and Schedule "B".

(b) Authorizing Contract Amendments in accordance with Schedule "B" and applicable City procedures.

(c) Authorizing Contract terminations in accordance with applicable City procedures; and

(d) Preparing and presenting reports to Council as set out in Section 14 (Authority to Approve Awards) and Section 15 (Authority to Execute Contracts).

2. DIRECTOR OF PROCUREMENT SERVICES

The Director of Procurement Services is responsible for:

(a) Overseeing and coordinating the Procurement process;

(b) Monitoring Departmental compliance with this Policy;

(c) Developing, implementing, and maintaining all Procurement procedures, policies and practices;

(d) Ensuring that responsible Department staff, Bidders and Suppliers are aware of the ethical standards related to purchasing and that adherence to those standards are maintained;

(e) Providing Procurement advice and guidance, including strategic advice on Supplier performance and Contract management to Departments;

(f) The authorization of Procurements and the execution of Awards, Contracts, or Amendments on behalf of the City, in accordance with

Section 14 (Authority to Approve Awards) Section 15 (Authority to Execute Contracts), this Policy and applicable procedures;

(g) The decision to engage a Fairness Monitor is at the discretion of the Director of Procurement Services in consultation with the procuring Director, and will be executed in accordance with this Policy;

(h) Managing bidding issues, bid disputes and protests in accordance with applicable City policy and procedures;

(i) The development of Collaborative Procurement plans with other levels of government, municipalities, boards, agencies, commissions, or public sector entities where such plans are determined to be in the best interests of the City;

(j) Conducting periodic monitoring of Procurements and Low Dollar Purchases (LDP) for compliance with relevant City policies and procedures, and advising Departments of any issues;

(k) Reporting on Procurement activity and providing relevant reports to Council on a bi-annual basis;

(l) The care, custody, and control of records for all Competitive and Non-Competitive Procurement processes and Contracts; and

(m) The disposal of surplus stock or obsolete equipment.

3. PROCUREMENT SERVICES MANAGERS

Procurement Managers are responsible for:

(a) Carrying out responsibilities as delegated by the Director of Procurement Services;

(b) Ensuring that Procurement processes are carried out in accordance with this Policy, related policies, and procedures;

(c) Providing strategic Procurement advice and guidance, including determination of the appropriate Procurement process, Supplier performance and Contract Management;

(d) Authorizing Contract Awards and Amendments in accordance with Section 14 (Authority to Approve Awards) and Section 15 (Authority to Execute Contracts) and Schedule “B”; and

(e) Posting Contract Award information reports to the City's external website.

4. DEPARTMENT DIRECTORS

Directors are accountable to their respective City Manager or Deputy City Manager for ensuring compliance with this Policy and the relevant procedures with respect to the activities of their Departments.

In addition, they are responsible for:

(a) Directing and overseeing all Departmental Procurement processes and preparing all planning documentation stipulated by Procurement Services for all Procurements whether planned or on an Emergency basis;

(b) The submission of clear and accurate specifications or scope of work of their department's Bid Request based on operational or capital objectives;

(c) Allowing sufficient time to complete the Procurement process, in accordance with process timelines advised by Procurement Services;

(d) Delegating specific authority to Department Contract Managers, where applicable, for Procurement process responsibility and/or contract management responsibility;

(e) Overseeing the management of all Contracts led by or coordinated by their Department;

(f) Except for an Emergency, ensuring that no Goods and/or Services are ordered, requested, delivered or performed until after a Contract is executed in accordance with this Policy;

(g) Authorizing Contract Awards and Amendments in accordance with Section 14 (Authority to Approve Awards) and Section 15 (Authority to Execute Contracts) and Schedule "B";

(h) Advising Procurement Services of any issues with respect to Procurement processes; and

(i) Ensuring staff compliance with this Policy and related Procurement procedures.

5. DEPARTMENT MANAGERS

Each Departmental Manager (including Departmental Contract Manager, where applicable) is responsible for:

(a) Preparing all Procurement planning documentation stipulated by Procurement Services;

(b) Except for an Emergency, ensuring that no Goods or Services are ordered, requested, delivered, or performed until after a Contract is executed in accordance with this Policy;

(c) Advising Procurement Services of any issues with respect to Procurement processes;

(d) Authorizing Contract Awards and Amendments in accordance with Section 14 (Authority to Approve Awards) and Section 15 (Authority to Execute Contracts) and Schedule "B"; and

(e) Ensuring staff compliance with this Policy and all related policies and procedures.

ADMINISTRATION			
Administered by the Office of the City Clerk.			
Review Schedule:	Other (specify) 4 years	**Next Review Date:**	March 25, 2029
Related Policy(ies):			
Related By-Law(s):			
Procedural Document:	PRC.31, PRC.32, PRC. 34, PRC.36		

Revision History	
Date:	**Description:**
16-May-23	Approved at Council. Report No. 23 Item No. 14
25-Jun-24	Administrative updates approved at Council Report No. 25 Item No. 33

17-Dec-24	Administrative updates approved at Council. Report No. 39 Item No. 11
25-Mar-25	Administrative updates approved at Special Council (Minute No. 24) Report No. 8 Item No. 10