



BY – LAW No. 24-89

The Corporation of the United Counties of Leeds and Grenville

A BY-LAW TO ADOPT A PROCUREMENT POLICY AND TO REPEAL BY-LAW 17-54

WHEREAS under Section 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

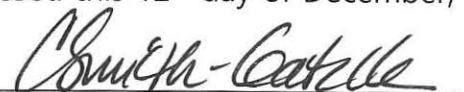
WHEREAS under Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and


WHEREAS it is deemed desirable to adopt an updated Procurement Policy and to repeal By-law 17-54, Being a By-law to Adopt a Procurement Policy.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE UNITED COUNTIES OF LEEDS AND GRENVILLE HEREBY ENACTS AS FOLLOWS:

1. **THAT** the Procurement Policy for the United Counties of Leeds and Grenville, attached hereto as Schedule "A" and forming part of this By-law, be adopted.
2. **THAT** By-law 17-54, Being a By-law to Adopt a Procurement Policy, be repealed in its entirety.
2. **THAT** any by-law or parts of by-laws contrary to or inconsistent with this by-law are hereby repealed.
3. **THAT** this by-law shall come into force and take effect upon the passing thereof.

By-law read a first, second and third time, and finally passed this 12th day of December, 2024.


Corinna Smith-Gatcke, Warden


Andrea Bolton, County Clerk



Procurement Policy

Effective Date: **December 12, 2024**

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PROCUREMENT POLICY

SECTION 1 – PURPOSE AND PRINCIPLES

1.1 Purpose

The purpose of this policy is to:

- (a) express the Counties' goals and objectives in relation to its procurement operations;
- (b) delegate authorities and establish roles and responsibilities for carrying out the Counties' procurement operations;
- (c) outline the methods of procurement that will be used by the Counties to acquire goods and services; and
- (d) authorize the adoption of detailed protocols to govern the Counties' procurement operations in accordance with this policy.

1.2 Principles

The Counties is committed to conducting its Procurement operations in accordance with the following principles:

- (a) compliance and consistency with applicable legislation, trade agreements, policies, and procedures;
- (b) open, fair, and transparent processes that afford equal access to all qualified Suppliers;
- (c) reciprocal non-discrimination and geographic neutrality with respect to its trading partners in accordance with trade treaty obligations;
- (d) achieving best value through consideration of the full range of Procurement formats and the adoption of commercially reasonable business practices;
- (e) effective balance between accountability and efficiency; and
- (f) ensuring adherence to the highest standards of ethical conduct.

SECTION 2 – INTERPRETATION AND APPLICATION

2.1 Defined Terms

Terms used in this policy are defined in the following Glossary of Terms:

GLOSSARY OF TERMS

“Bid” means a submission in response to a Solicitation Document, and includes proposals, quotations, or responses.

“Bidder” means a Supplier that submits a Bid, and includes proponents and respondents.

“CAO” means the Chief Administrative Officer of the Counties and their Designate.

“Competitive Process” means the solicitation of Bids from multiple Suppliers.

“Conflict of Interest” means:

- (a) when applied to the activities of the Counties and its consultants and service providers: (i) a conflict between one’s private interests and one’s public, fiduciary, or contractual duties in relation to any procurement activity; or (ii) engaging in any conduct that may give another party an unfair advantage in a procurement process; or
- (b) in relation to a bidding process, a Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to: (i) having, or having access to, confidential information of the Counties in the preparation of its Bid that is not available to other Bidders; (ii) having been involved in the development of the Solicitation Document, including having provided advice or assistance in the development of the Solicitation Document; (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the Solicitation Document; (iv) communicating with any person with a view to influencing preferred treatment in the bidding process (including, but not limited to, the lobbying of decision-makers involved in the bidding process); or (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive bidding process or render that process non-competitive or unfair; or
- (c) in relation to the performance of its contractual obligations, a Supplier’s other commitments, relationships, or financial interests: (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise

of its independent judgement; or (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

"Contract" means a commitment by the Counties for the Procurement of Deliverables from a Supplier, which may be evidenced by an agreement executed by the Supplier and the Counties, or a Purchase Order issued by the Counties to the Supplier.

"Contract Administrator" means an employee assigned to the management of a Contract.

"Council" means the elected Council for the Counties.

"Counties" means the United Counties of Leeds and Grenville.

"Deliverables" means any goods, services, or construction, or combination thereof.

"Department" means the branch, department, division, or unit of the Counties that is requisitioning the purchase of the Deliverables.

"Department Lead" means the Department employee assigned primary responsibility for a procurement.

"Designate" means a person authorized by the CAO, Director, Manager or the Procurement Coordinator to act on his/her behalf, for the purpose of this policy.

"Director" means a Counties employee that is responsible for a Department and shall also include both the Chief of Paramedic Service and Administrator of Maple View Landings.

"Invitational Competition" means a Competitive Process in which an invitation to submit Bids is issued to at least three Suppliers.

"JSC" means Joint Services Committee.

"Legal Services" means the Counties' externally contracted legal advisors.

"Low-Value Procurement" means any Procurement of Deliverables with a value below the Low-Value Procurement Threshold set out in the Procurement Policy, except where the Procurement is made through an existing Standing Offer or Qualified Supplier Roster.

"Low-Value Procurement Threshold" means the maximum value for a Procurement of Deliverables that the Counties may procure without proceeding with an Open Competition.

"Manager" means a Counties employee that is responsible for oversight of a business unit or functional cluster.

"Master Framework Agreement" means a master agreement entered into between the Counties and the prequalified Suppliers that have been included on a Qualified Supplier Roster.

"Non-Standard Procurement" means the acquisition of Deliverables through a process or method other than the standard method required for the type and value of the Deliverables. Non-standard Procurement methods include:

- (a) acquiring Deliverables directly from a particular Supplier without conducting a Competitive Process when an Invitational Competition or an Open Competition would normally be required; and
- (b) soliciting Bids from a limited number of Suppliers without conducting an open prequalification process when an Open Competition would normally be required.

"Open Competition" means the solicitation of Bids through a publicly posted Solicitation Document.

"Open Competition Threshold" means the minimum value for a Procurement of that the Counties must procure using an Open Competition.

"Open Framework Competition" means the Competitive Process used to establish a Qualified Supplier Roster and provide for an ongoing application process during the term of the Qualified Supplier Roster, as further described in the Qualified Supplier Roster Protocol.

"Performance Evaluation Report" means a report evaluating a Supplier's performance in accordance with the Supplier Performance Policy.

"Procurement" means the acquisition of Deliverables by purchase, rental, or lease.

"Procurement Coordinator" means the individual officer or employee, or Designate, responsible for purchasing Deliverables for the Counties.

"Procurement Oversight Committee" ("POC") means the committee established by the Counties under the Procurement Policy for the purposes of providing procurement-related oversight and making determinations on procurement-related matters.

"Procurement Plan" means the plan developed by a Department at the outset of an Invitational Competition or Open Competition in accordance with the Procurement Planning Protocol.

"Procurement Representative" means the Counties' representative specified in the solicitation document for the particular procurement.

"Procurement Value" means the maximum total value of the Deliverables being procured, and it must include all costs to the Counties, including, as applicable, acquisition, maintenance,

replacement, and disposal; training, delivery, and installation; and extension options, less applicable rebates or discounts and exclusive of sales taxes.

"Purchase Order" means the Counties' written document issued by a duly authorized employee of the Counties to a Supplier formalizing all the terms and conditions of the purchase and supply of the Deliverables identified on the face of the Purchase Order.

"Purchasing Card" means a credit card provided by the Counties to authorized officers and employees for use as a payment method to purchase directly from Suppliers where permitted under the Procurement Policy and in accordance with any cardholder agreement and applicable procedures.

"Qualified Supplier Roster" means a list of Suppliers that have participated in and successfully met the requirements of a Request for Supplier Qualifications ("RFSQ") and have therefore been prequalified to perform discrete work assignments involving the delivery of a particular type of deliverable. The Suppliers that qualify for inclusion on the Qualified Supplier Roster will enter into a Master Framework Agreement and will be eligible to participate in Roster Competitions, as and when the goods or services are required.

"Request for Information" or "RFI" means a market research initiative for the collection of data for the purposes of future Procurement planning.

"Roster Competition" means an expedited, invitational competition between Suppliers that have been included on a Qualified Supplier Roster for the selection of a Supplier to perform a discrete work assignment during the term of the roster.

"Solicitation Document" means the document issued by the Counties to solicit Bids from Bidders.

"Standing Offer" means a written offer from a pre-approved Supplier to supply Deliverables to the Counties, upon request, through the use of an ordering process during a particular period of time, at a predetermined price or discount, generally within a predefined dollar limit. The Standing Offer does not create a contractual commitment from either party for a defined volume of business. The commitment to purchase against a Standing Offer is formed at the time a specific order is placed through the issuance of a Purchase Order to the Supplier.

"Supplier" means a person carrying on the business of providing Deliverables.

"Surplus Assets" means goods, equipment, material, and other assets, excluding Real Property, which are no longer used or have become obsolete or damaged and have been declared by the Director to be surplus to the Department's needs.

"Treasurer" means the Treasurer for the Counties or their Designate.

2.2 Application

This policy applies to the Procurement of all Deliverables with the exception of the exclusions set out below:

SCHEDULE OF EXCLUSIONS

2.2.1. Excluded Acquisitions and Expenditures

This policy does not apply to contracts or agreements related to:

- (a) hiring of employees or employee compensation;
- (b) the sale, purchase, lease or license of Real Property;
- (c) any form of assistance, such as grants, donations, loans, equity infusion, guarantees or fiscal incentives; and/or
- (d) cost sharing agreements approved by Council or JSC.

This policy does not apply to expenditures related to:

- (a) payments under the excluded contracts or agreements set out above;
- (b) training and education for staff, including courses, conferences, seminars, conventions, memberships, periodicals, magazines, subscriptions, staff training, staff development, staff workshops, facilitators and program hosts, and books;
- (c) refundable employee expenses and employee purchase plans;
- (d) payments for consumption of utilities including water and sewage charges, telephone service (other than cell service), hydro and gas services;
- (e) payments to regulated authorities such as utilities, railway or telecommunication organizations operating within and across municipal rights-of-way or other Counties lands;
- (f) goods purchased on a commodity market, such as Electricity, Natural Gas, Fuel, etc.;
- (g) general expenses for postage costs, insurance or court settlements, sinking fund payments, tax remittances, debenture payments and honoraria;
- (h) entertainers for special events;

- (i) events supporting local non-profit organizations;
- (j) charges by other levels of government and their agencies;
- (k) Investments, as recommended by the Treasurer and/or CAO;
- (l) Ongoing maintenance of existing computer hardware and software;
- (m) Professional Services and Special Services:
 - Committee fees;
 - Legal fees for expert or professional legal services for all Counties' requirements and insurance matters;
 - Arbitrators;
 - POA Prosecutors;
 - Fees for professional witnesses – appearing on the Counties' behalf at administrative court hearings;
 - Physicians, nurses, pharmacists and other health care providers;
 - Medical and counselling fees;
 - Realty services and appraisal services;
 - Honorariums;
 - Public debenture sales;
 - Group benefits; and
 - those exceptions set out in Schedule A of the Counties' Financial Management Policy.

2.3 Authorization Schedule

Council shall establish an Authorization Schedule as set out in the Oversight and Delegation Protocol establishing the authorities for:

- (a) initiating a procurement;
- (b) conducting a Procurement process and approving the award of a Contract;

- (c) issuing Purchase Orders and signing Contracts on behalf of the Counties; and
- (d) approving amendments to existing Contracts.

2.4 Procurement Protocols and Procedures

The Procurement Coordinator is responsible for developing and maintaining detailed protocols and procedures to support this policy. All procurements covered by this policy must be conducted in accordance with all applicable protocols and procedures.

2.5 Emergency Purchases

Notwithstanding any other provisions of this policy, where an emergency exists and prior approval has not been obtained, a Director, or their Designate, may authorize any officer or employee to acquire required Deliverables in an expedited manner.

Situations of urgency resulting from the failure to properly plan for a Procurement do not constitute an emergency. When using this section, the Business Head, or their delegate, shall ensure that a formal contract and other required procurement records are created in accordance with the Non-Standard Procurement Protocol prior to contract performance or, where not feasible in cases of extreme urgency, as soon thereafter as is reasonably possible.

2.5.1 Declared Emergency

A Declared Emergency exists when the Warden, or Designate, of the Counties declares that an emergency exists in the Counties and implements the Counties' Emergency Response Plan in accordance with the Emergency Management and Civil Protection Act.

Notwithstanding the Authorization Schedule in Appendix A of the Oversight and Delegation Protocol, and despite any other provisions of this policy, if deliverables are required in response to a Declared Emergency and time does not allow for the standard procurement method, the CAO or a Director may authorize any employee to acquire required deliverables in an efficient, expedited manner that is in the best interests of the Counties.

2.5.2 Non-declared Emergency

A Non-declared Emergency exists when an unforeseeable situation or event occurs, and the CAO or Director determine there is a threat to any of the following:

- (a) public health and/or safety;
- (b) the maintenance of essential services;
- (c) the welfare of persons or public property; and/or

(d) the security of the Counties' interests.

Situations of urgency resulting from the failure to properly plan for a procurement do not constitute an emergency.

Notwithstanding the Authorization Schedule in Schedule D, and despite any other provisions of this policy, if deliverables are required in response to a Non-declared Emergency and time does not allow for the standard procurement method, the CAO and Treasurer may authorize any employee to acquire the deliverables in an efficient, expedited manner that is in the best interests of the Counties.

2.5.3 Reporting of Emergency Purchases

If an emergency purchase of deliverables exceeds the procurement value of \$150,000, an information report shall be submitted by the Treasurer and/or Director to Council and/or the JSC to explain the actions taken and the reason(s) for expenditures.

2.6 Accessibility Requirements

The Counties shall incorporate accessibility design, criteria and features when procuring or acquiring goods, services or facilities, except where it is not practicable to do so, in accordance with Ontario Regulation 191/11: Integrated Accessibility Standards.

The Supplier shall ensure training is provided in accordance with Ontario Regulation 191/11: Integrated Accessibility Standards and the Ontario Human Rights Code. Suppliers must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Suppliers are required to make this information available to the Counties and/or the Province upon request.

SECTION 3 – ETHICAL CONDUCT AND CONFLICTS OF INTEREST

3.1 Conduct and Conflicts of Interest

The Counties' Procurement activities must be conducted with integrity, and all individuals involved in the Counties' Procurement activities must act in a manner that is consistent with the principles and objectives of this policy.

All participants in a Procurement process, including any outside consultants or other service providers participating on behalf of the Counties, must declare any perceived, potential, or actual Conflicts of Interest and must recuse themselves from participating in any manner in a Procurement Process to which the perceived, potential, or actual conflict of interest applies unless that conflict has been properly mitigated in accordance with the Conflict of Interest Protocol.

For greater clarity, it is the responsibility of all members of Council or the JSC to disclose any perceived, potential, or actual procurement-related Conflict of Interest and, when the conflict is raised by a member of Council or the JSC, to address that conflict in accordance with the procedures established by Council or the JSC. Where Council or the JSC has established conflict procedures, those procedures shall apply to the declared conflict.

3.2 Supplier Code of Conduct and Conflicts of Interest

The Counties requires its Suppliers to act with integrity and conduct business in an ethical manner.

All Suppliers participating in a Procurement process or providing Deliverables to the Counties must declare any perceived, potential, or actual Conflicts of Interest and must conduct themselves in accordance with the Supplier Code of Conduct set out below.

The Counties may refuse to do business with any Supplier that has engaged in illegal or unethical bidding practices, has an actual or potential conflict of interest or an unfair advantage, or fails to adhere to ethical business practices.

SUPPLIER CODE OF CONDUCT

The Counties requires its Suppliers to act with integrity and conduct business in an ethical manner. The Counties may refuse to do business with any Supplier that has engaged in illegal or unethical bidding practices, has an actual or potential conflict of interest or an unfair advantage, or fails to adhere to ethical business practices.

Suppliers are responsible for ensuring that any employees, representatives, agents, or subcontractors acting on their behalf conduct themselves in accordance with this Supplier Code of Conduct. The Counties may require the immediate removal and replacement of any individual or entity acting on behalf of a Supplier that conducts themselves in a manner inconsistent with this Supplier Code of Conduct. The Counties may refuse to do business with any Supplier that is unwilling or unable to comply with such requirement.

A. ILLEGAL OR UNETHICAL BIDDING PRACTICES

Illegal or unethical bidding practices include:

- (a) bid-rigging, price-fixing, bribery or collusion, or other behaviours or practices prohibited by federal or provincial statutes;
- (b) offering gifts or favours to the Counties' officers, employees, appointed or elected officials, or any other representative of the Counties;
- (c) engaging in any prohibited communications during a Procurement process;
- (d) submitting inaccurate or misleading information in a Procurement process; and
- (e) engaging in any other activity that compromises the Counties' ability to run a fair Procurement process.

The Counties will report any suspected cases of collusion, bid-rigging, or other offences under the *Competition Act* to the Competition Bureau or to other relevant authorities.

B. CONFLICTS OF INTEREST

All Suppliers participating in a Procurement process must declare any perceived, potential, or actual conflicts of interest.

The term "conflict of interest," when applied to Suppliers, includes any situation or circumstance where:

- (a) in the context of a Procurement process, the Supplier has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
- i. having, or having access to, confidential information of the Counties that is not available to other Suppliers;
 - ii. having been involved in the development of the Procurement document, including having provided advice or assistance in the development of the Procurement document;
 - iii. receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the Procurement document;
 - iv. communicating with any person with a view to influencing preferred treatment in the Procurement process (including but not limited to the lobbying of decision-makers involved in the Procurement process); or
 - v. engaging in conduct that compromises, or could be seen to compromise, the integrity of an open and competitive Procurement process or render that process non-competitive or unfair; or
- (b) in the context of performance under a potential Contract, the Supplier's other commitments, relationships, or financial interests:
- i. could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgment; or
 - ii. could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

Where a Supplier is retained to participate in the development of a Solicitation Document or the specifications for inclusion in a Solicitation Document, that Supplier will not be allowed to respond, directly or indirectly, to that Solicitation Document.

C. ETHICAL BUSINESS PRACTICES

In providing Deliverables to the Counties, Suppliers are expected to adhere to ethical business practices, including:

- (a) performing all Contracts in a professional and competent manner and in accordance with the terms and conditions of the Contract and the duty of honest performance;
- (b) complying with all applicable laws, including safety and labour codes (both domestic and international as may be applicable); and

(c) providing workplaces that are free from harassment and discrimination.

3.3 Ethical Business Practices

In providing deliverables to the Counties, suppliers are expected to adhere to ethical business practices, including, but not limited to:

- performing all contracts in a professional and competent manner and in accordance with the terms and conditions of the contract and the duty of honest performance;
- complying with all applicable laws, including safety and labour codes (both domestic and international as may be applicable); and
- providing workplaces that are free from harassment and discrimination.

The Counties ensure safe and healthy workplaces that respect human and civil rights for the people involved in providing deliverables to the Counties. The Counties expects all suppliers and their subcontractors/suppliers to comply with the core labour conventions of the International Labour Organization (ILO).

Labour Standard	Description
Child Labour ILO Conventions 138 and 182	No child labour will be used in the manufacture of the product supplied to the Counties. Employers will not employ workers under the age of 15, or 14 where the country has made the appropriate declaration in accordance with ILO Convention 138. If local law stipulates a higher age, it shall apply. Adequate transitional economic assistance and appropriate educational opportunities shall be provided to any displaced child worker. Workers under the age of 18 shall not be exposed to situations in the workplace that are hazardous, unsafe or unhealthy.
Forced Labour ILO Conventions 29 and 105	No forced labour will be used in the manufacture of products or provision of services supplied to the Counties. Forced labour includes involuntary prison labour, indentured labour, bonded labour or otherwise. Workers shall not be required to lodge financial deposits or their original identity papers with their employer.
Harassment and Abuse	Workers involved in the manufacture of products or provision of services supplied to the Counties will not be subject to physical, sexual, psychological abuse or harassment, verbal abuse, or any other form of abuse, including corporal punishment.

<p>Discrimination ILO Convention 111</p>	<p>Workers involved in the manufacture of products supplied to the Counties will not be discriminated against. Employers shall not discriminate against a worker in hiring, compensation, access to training, promotion, or termination on the basis of age, race, caste, national origin, religion, disability, gender, marital status, sexual orientation, union membership or political affiliation. No worker shall be subject to the forced use of contraceptives or pregnancy testing.</p>
<p>Hours of Work</p>	<p>Workers involved in the manufacture of products supplied to the Counties will not be forced to work in excess of 48 hours per week. Employers will provide each of its workers with one day off for every seven-day period. If a worker is requested to work overtime, such overtime shall not exceed 12 hours per week. Overtime will only be requested in exceptional and short- term circumstances, be voluntary, with workers compensated either according to law, or where the law is silent at a premium rate.</p>
<p>Wages and Compensation</p>	<p>Workers involved in the manufacture of products supplied to the Counties will be paid wages and benefits for a standard working week, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Workers will receive wages that meet basic needs by local standards. All workers shall be provided with accessible and understandable information about their employment conditions with respect to their wages. Deductions from wages as a disciplinary measure shall not be permitted.</p>
<p>Health and Safety ILO Convention 155</p>	<p>Workers involved in the manufacture of products supplied to the Counties will not be subjected to unsafe working conditions. The employer shall provide its workers with a safe and healthy workplace in compliance with provincial and local health and safety laws and regulations, including access to clean toilet facilities and potable water. If accommodations are provided, such accommodations shall be clean, safe, and meet the basic needs of the workers. Adequate steps shall be taken to prevent accidents and injury to health by minimizing the causes of hazards inherent in the working environment. Workers shall have the right to refuse work with unsafe working conditions.</p>

<p>Freedom of Association and the Right to Bargain Collectively ILO Convention 87 and 98</p>	<p>Workers involved in the manufacture of products supplied to the Counties will not be denied the freedom of association and the right to collective bargaining. Workers shall have the right to join or form trade unions of their own choosing and to bargain collectively. Workers' representatives shall not be discriminated against and shall have access to carry out their representation functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer will not hinder the development of parallel means for independent and free association and bargaining.</p>
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SECTION 4 – ROLES AND RESPONSIBILITIES

4.1 Role and Responsibilities of the Council and the JSC

It is the role of Council and the JSC to establish and approved the annual budget, approve unbudgeted expenditures, and approve purchases as set out in Schedule B of this policy. Through this policy, Council delegates to the Counties’ officers and employees the authority to incur expenditures in accordance with approved budgets through the procurement of deliverables in accordance with the rules and processes set out in this policy and applicable protocols.

Council and the JSC may provide strategic direction and guidance on major projects prior to the commencement of the procurement process. The approval of Council or the JSC is required under this policy as outline in Schedule B to this policy in the event that an exception to this policy is required or where authority has not been delegated to staff.

4.2 Roles and Responsibilities of Officers and Employees

Specific responsibilities pertaining to all stages of a Procurement process, from the initial identification of requirements through to the management of Contracts with Suppliers, are detailed in this policy and applicable protocols and procedures. In addition to those specific responsibilities, the general roles and responsibilities delegated to the Counties’ officers and employees are set out below.

4.2.1 Procurement Coordinator

It is the role of the Procurement Coordinator to lead the Counties’ Procurement operations. In fulfilling this role, the Procurement Coordinator, or Designate, is responsible for:

- (a) ensuring the consistent application of this policy and the provision of the Procurement Coordinator to the Departments efficiently and diligently;

- (b) in collaboration with Departments and in coordination with the POC, developing an annual procurement plan to help facilitate proactive procurement planning across the organization and to help identify major projects requiring the creation of project-specific oversight steering committees;
- (c) developing Procurement strategies and continually analyzing business requirements and spending patterns to identify opportunities for more strategic sourcing, including the creation of new Qualified Supplier Rosters to consolidate purchasing opportunities and to reduce instances of emergency procurements and Non-Standard Procurements;
- (d) monitoring and reporting non-compliance and Conflicts of Interest in accordance with this policy;
- (e) researching, developing, maintaining, updating, and communicating procurement protocols, procedures, and templates;
- (f) addressing any issues or concerns that arise in respect of a Procurement process and seeking guidance, support, and advice of Legal Services, as required;
- (g) developing an annual procurement training plan for the organization and providing appropriate orientation, training, and tools to employees involved in Procurement activities; and
- (h) disposing of Surplus Assets.

4.2.2 Manager Responsible for Procurement Oversight

It is the role of the Manager responsible for overseeing Procurement to assist the Procurement Coordinator.

In fulfilling this role, the Manager is responsible for:

- (a) ensuring compliance with this policy and all applicable protocols;
- (b) approving changes to the procurement protocols as recommended by the Procurement Coordinator;
- (c) reporting on quarterly procurement activity to Council; and
- (d) assisting in any of the duties of the Procurement Coordinator as required.

4.2.3 Directors

It is the role of the Departments to ensure that their requirements for Deliverables are met in accordance with the principles and objectives of this policy. In fulfilling this role, Directors are

responsible for ensuring that their Department complies with this policy and all applicable protocols and procedures, encouraging sound Procurement practices and ensuring the provision of appropriate education and training to employees involved in Procurement activities.

Directors will be held accountable for any decision to proceed with a Procurement process or transaction that is not conducted in accordance with this policy.

4.2.4 CAO

It is the role of the CAO to exercise general control over the activities contemplated by this policy.

In fulfilling this role, the CAO is responsible for:

- (a) delegating spending authority limits to staff in compliance with this policy and all other applicable policies; and
- (b) ensuring Directors, Department Leads and other persons conducting procurement on behalf of the Counties comply with the requirements of this policy.

4.2.5 Department Employees

Employees of all Departments are responsible for complying with this policy. Department employees involved in Procurement activities must understand their obligations and responsibilities under this policy and all applicable protocols and procedures, and they should consult with the Procurement Coordinator in respect of any questions regarding the application or interpretation of this policy or any relevant procedures.

4.2.6 Legal Services

It is the role of Legal Services to provide legal advice and assistance on the Counties' Procurement activities and its relationships with Suppliers. In fulfilling this role, Legal Services may, at the request of the Procurement Coordinator:

- (a) advise the Procurement Coordinator on legal issues arising from Procurement activities and reviewing and advising on specific Solicitation Documents and related documentation referred for legal review by the Procurement Coordinator;
- (b) provide advice on the finalization of Contracts and agreements and reviewing and advising on proposed changes to the Counties' standard terms and conditions, legal agreements, and Solicitation Document templates, at the request of the Procurement Coordinator; and
- (c) provide legal advice and counsel to the Counties in the event of a Contract dispute or legal challenge flowing from a Procurement process, at the request of the Procurement Coordinator.

4.3 Procurement Oversight Committee

The Counties will establish a Procurement Oversight Committee ("POC") for the purpose of:

- (a) making determinations in relation to Conflicts of Interest, Non-Standard Procurement, procurement protests and supplier suspensions in accordance with: (i) the Conflict of Interest Protocol; (ii) the Non-Standard Procurement Protocol; (iii) the Procurement Protest Protocol; and (iv) the Supplier Performance Policy, and the Supplier Code of Conduct and Conflicts of Interest, in Section 3.2;
- (b) monitoring for non-compliance in accordance with Section 9 – Compliance Monitoring and Reporting; and
- (c) providing input on other Procurement matters that may be referred to it by the Procurement Coordinator.

The POC will include at a minimum, the Procurement Coordinator, the Deputy Treasurer and/or Treasurer, and for the purposes of the Oversight and Delegation Protocol, will also include the Director responsible for the specific Procurement in question. Legal Services can provide guidance and advice to the POC, as required.

SECTION 5 – ESTABLISHMENT OF SUPPLY ARRANGEMENTS

5.1 Recurring Requirements

Before initiating a procurement, Departments must consider the availability of existing supply arrangements. If the Deliverables will be required on a frequent or regularly recurring basis, and there is no existing supply arrangement, the Department must consult with the Procurement Coordinator about the possibility of establishing a Standing Offer or Qualified Supplier Roster.

5.2 Standing Offers

Standing Offers may be established for standardized Deliverables to be purchased by all Departments, where:

- (a) the requirements for Deliverables are recurring and predictable over an extended period of time;
- (b) the requirements are standard and clearly defined at the time of establishment of the Standing Offer; and
- (c) it is possible to fix pricing for the Deliverables for the duration of the Standing Offer.

The establishment of a Standing Offer does not create a contractual commitment to procure Deliverables from the Supplier. The commitment to purchase against a Standing Offer is formed at the time a specific order is placed through the issuance of a Purchase Order to the Supplier.

Standing Offers shall be established through an Open Competition. The Open Competition will be managed by the Procurement Coordinator or relevant Department, with the co-operation and involvement of subject-matter experts from the relevant Department(s). If multiple Standing Offers are established for the same goods or services, clear ranking methodologies and call-up procedures must be specified.

5.3 Qualified Supplier Rosters

Qualified Supplier Rosters may be established to prequalify Suppliers that will be eligible to compete for discrete work assignments involving the delivery of a particular type of Deliverables, as and when required.

The establishment of a Qualified Supplier Roster does not create a contractual commitment to procure Deliverables from each of the Suppliers. When Deliverables are required, a Roster Competition will be conducted for the purpose of awarding a contract to one of the qualified Suppliers.

Open Framework Competitions will be conducted to establish Qualified Supplier Rosters. The Open Framework Competition will be managed by the Procurement Coordinator or relevant Department, in accordance with the Qualified Supplier Roster Protocol.

5.4 Co-operative Purchasing

The Counties may participate in co-operative or joint purchasing initiatives with other entities where such initiatives are determined to be in the best interests of the Counties. If the Counties participates in such co-operative or joint purchasing initiatives, the Counties may adhere to the policies of the entity conducting the purchasing process, provided that such policies comply in spirit with this policy. If the Counties is leading a co-operative or joint purchasing initiative, this policy will be followed. When engaging in co-operative purchasing, the Counties, and more specifically the Director, shall adhere to the Piggybacking Protocol.

SECTION 6 – PROCUREMENT OF DELIVERABLES

6.1 Procurement Planning

Effective Procurement planning is essential to ensuring an effective result and to limiting risk to the Counties. Departments must ensure that they leave sufficient time to plan for a procurement, including time for:

- (a) developing proper specifications and business requirements;
- (b) obtaining internal reviews;
- (c) conducting a Competitive Process, as required; and
- (d) obtaining necessary approvals.

Departments must follow the Procurement Planning Protocol.

6.2 Market Research

Where the Department is uncertain about the Deliverables required or where there is insufficient internal knowledge about the market, the Department must consult with the Procurement Coordinator about conducting a Request for Information ("RFI") process. Where it is determined that an RFI would assist in planning for a future procurement, an RFI process must be openly posted in order to gather market research from prospective Bidders. It must not be used as a prequalification tool.

6.3 Procurement Value

It is important to accurately estimate the value of the Procurement to determine the appropriate Procurement method and ensure compliance with the requirements of this policy. Departments must refer to the Procurement Planning Protocol for additional guidance on determining the Procurement Value.

6.4 Contract-Splitting

Subdividing, splitting or otherwise structuring Procurement requirements or contracts in order to reduce the value of the Procurement or in any way circumvent the requirements or intent of this policy is not permitted.

6.5 Initiating Procurement

Where permitted under this policy or the procurement protocols or procedures, Departments are permitted to procure Deliverables or engage with potential Suppliers regarding the Procurement of Deliverables without the involvement of the Procurement Coordinator. All procurements must be initiated in accordance with the Procurement Protocols Manual.

6.6 Procurement Authorization

Before any Procurement process begins, authorization of the Procurement and delegation of authority to procure must be obtained in accordance with the Authorization Schedule.

6.7 Standard Procurement Methods

Depending on the nature, value, and circumstances of the procurement, the Counties may procure Deliverables through the following standard Procurement methods. The various thresholds are set out below:

Procurement Thresholds

Table 1 – Low-Value Procurement Threshold

Goods, Services, and Construction	Below \$25,000.00
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Table 2 – Invitational, Roster or Open Competition Threshold

Goods, Services, and Construction	\$25,000.01 to \$75,000.00
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Table 3 – Open Competition Threshold

Goods, Services, and Construction	\$75,000.01 and above
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6.7.1 Existing Supply Arrangement

6.7.1.1 Ordering from Standing Offer

When a Standing Offer is available, its use is mandatory for all Departments. A Purchase Order may be created and sent to the Supplier, depending on if the product goes into inventory and based on the Supplier's preference. This need not be reviewed with the Procurement Coordinator as Departments are free to order from Suppliers directly.

6.7.1.2 Roster Competition

If the Deliverables are available under an existing Qualified Supplier Roster, they must be acquired through a Roster Competition.

Roster Competitions will be managed by the Procurement Coordinator or relevant Department, with the co-operation and involvement of the Department, in accordance with the Qualified Supplier Rosters Protocol.

6.7.2 Low-Value Procurement

Where the Procurement Value is below the Low-Value Procurement Threshold and the Deliverables are not covered under an existing Standing Offer or Qualified Supplier Roster, Departments may make Low-Value Procurements without the involvement of the Procurement Coordinator.

It is the responsibility of the Department to determine if there is an existing Standing Offer or Qualified Supplier Roster for the required Deliverables before making a purchase. When available, the Deliverables must be purchased in accordance with the terms of the Standing Offer and in accordance with the Qualified Supplier Rosters Protocol.

For Low-Value Procurements, the Department is only required to obtain one quote and may acquire the Deliverables in accordance with the Counties' Financial Management Policy.

Where practical, departments are encouraged to obtain multiple quotes to ensure they are obtaining best value. Quotes may be obtained through advertisements or Supplier catalogues or by contacting the potential Supplier(s) by telephone or email.

The Director is responsible and accountable for Low-Value Procurements and may authorize specific individuals within the Department to make Low-Value Procurements and may assign specific spending authority limits.

If a Department anticipates making multiple Low-Value Procurements of the same Deliverables and the total value of those purchases may exceed the applicable Low-Value Procurement Threshold, the department must contact the Procurement Coordinator to discuss the possibility of setting up a Standing Offer or Qualified Supplier Roster.

The Procurement Coordinator is available to assist Departments with Low-Value Procurements, and Departments may request that the Procurement Coordinator conduct an Invitational Competition for any Low-Value Procurement.

6.7.3 Invitational Competition

An Invitational Competition may be conducted in lieu of an Open Competition, where the Procurement Coordinator, in consultation with the Department, determines that it would be in the Counties' best interest.

Invitational Competitions will be managed by the Procurement Coordinator or relevant Department. Bids shall be solicited from a minimum of three (3) Suppliers.

6.7.4 Open Competition

An Open Competition, in which Bids are solicited from all interested Suppliers through a publicly posted Solicitation Document, is the standard method of Procurement when the Procurement Value equals or exceeds the Open Competition Thresholds.

Open Competitions must also be used to establish Standing Offers.

Open Competitions may include two-stage Procurement processes in which a prequalification process is conducted by soliciting and evaluating submissions from all interested Suppliers in

order to establish a short list of prequalified Suppliers that will be eligible to submit a Bid in response to a second-stage Solicitation Document. A two-stage Procurement process may be used whenever determined appropriate by the Procurement Coordinator, in consultation with the Department.

Open Competitions will be managed by the Procurement Coordinator or relevant Department, in accordance with this policy and, more specifically, in accordance with the Open Competition Protocol and the other protocols incorporated therein.

6.8 Non-Standard Procurement

Non-Standard Procurement means the acquisition of Deliverables through a method other than the standard method for the type and value of the Deliverables, as set out above under Section 6.7.

Non-standard Procurement methods include:

- (a) acquiring Deliverables directly from a particular Supplier without conducting a Competitive Process when an Invitational Competition or an Open Competition would normally be required; and
- (b) soliciting Bids from a limited number of Suppliers without conducting an open prequalification process when an Open Competition would normally be required.

The use of a Non-Standard Procurement process is permitted only under the specific circumstances in accordance with the Non-Standard Procurement Protocol.

Under no circumstances will a Non-Standard Procurement be used for the purpose of avoiding competition among Suppliers or in a manner that discriminates against or advantages Suppliers based on geographic location. For greater certainty:

- (a) the Director will remain responsible for ensuring Open Competition, or at minimum, Invitational Competition, whenever feasible even in circumstances where direct awards would otherwise be recognized under the applicable trade treaties; and
- (b) the Conflict of Interest rules and Conflict of Interest Protocol will apply to all Non-Standard Procurements.

6.9 Contract Award and Finalization

Contracts must be awarded in accordance with this policy and the applicable protocol(s) governing the Procurement process and must be authorized in accordance with the Authorization Schedule.

A Contract may be entered into through the execution of a legal agreement and/or the issuance of a Purchase Order evidencing the contract. The Contract must be entered into prior to the delivery or provision of the Deliverables.

Agreements must be signed in accordance with the Authorization Schedule.

No Contract may be entered into, either through the issuance of a Purchase Order or the execution of an agreement, unless:

- (a) approved funding in an amount sufficient to cover the Procurement Value is available;
- (b) the Procurement process was conducted in accordance with this policy; and
- (c) applicable protocols and all required authorizations have been obtained.

SECTION 7 – SUPPLIER RELATIONS AND CONTRACT MANAGEMENT

7.1 Debriefings

Where the Counties has conducted an Open Competition, unsuccessful Suppliers may request a debriefing. Debriefings must be conducted in accordance with the procedures established by the Procurement Coordinator and in accordance with Bidder Debriefing Protocol.

7.2 Procurement Protests

Suppliers may formally protest the outcome of a Procurement process. Procurement protests must be managed and responded to in accordance with procedures established by the Procurement Coordinator and in accordance with the Procurement Protest Protocol.

7.3 Contract Management

All contracts for Deliverables must be managed by the Department in accordance with the Contract Management Protocol. Master Framework Agreements will be managed by the Department in accordance with the Qualified Supplier Rosters Protocol.

7.4 Contract Extensions or Amendments

Contract extensions and amendments must not be used to expand a Contract beyond what was contemplated under the terms of the Contract and the original Procurement process or to circumvent the need to procure additional Deliverables through a Competitive Process in accordance with this policy.

If a Contract amendment results in a net increase to the Contract value previously approved, the amendment must be approved in accordance with the Contract Management Protocol and the Authorization Schedule.

7.5 Supplier Performance

The performance of a Supplier under Contract must be monitored by the Department in accordance with the Counties' Supplier Performance Policy.

7.6 Supplier Suspension

Suppliers can be suspended from participating in future Procurement processes in accordance with the procedures established by the Procurement Coordinator and in accordance with the Counties' Supplier Performance Policy and the Supplier Code of Conduct and Conflicts of Interest in Section 3.2, above.

SECTION 8 – PROCUREMENT RECORD-KEEPING

8.1 Supplier Information

The Counties must ensure that Supplier information submitted in confidence in connection with a Procurement process or Contract is adequately protected. Departments must ensure that all Bids and contracts are kept in a secure location and are only accessible by those individuals directly involved with the Procurement or management of the contract.

8.2 Procurement Records

The maintenance, release, and management of all Procurement records must be in accordance with the Counties' policies and procedures on document management and access to information.

Departments are responsible for ensuring that all documentation relating to a Procurement is properly filed and maintained in a Procurement project file. Documentation and reports regarding Procurement processes and Contract awards (including Non-Standard Procurements) and data necessary to trace the process conducted electronically must be maintained for a minimum period of at least seven (7) years from the Contract award date, or such longer period as may be required under the Counties' Records Management Policy and Retention Periods.

SECTION 9 – COMPLIANCE MONITORING AND REPORTING

9.1 Compliance Monitoring

Non-compliance with this policy may expose the Counties to the risk of Supplier complaints, reputational damage, Bid disputes, and legal challenges, and may compromise the integrity, fairness, openness, and transparency of the process.

The Procurement Coordinator is responsible for monitoring compliance across the organization. Based on the results of compliance monitoring, reports outlining instances of non-compliance may be issued by the Procurement Coordinator to the relevant Director. The Director must address the identified compliance concerns and submit a written confirmation of actions taken to the Procurement Coordinator. Ongoing concerns with respect to compliance will be subject to internal audit and to the additional reporting requirements outlined herein.

9.1.1 Non-Compliance Defined

For the purposes of this section, non-compliance includes:

- (a) a breach of any purchasing card policies and procedures;
- (b) a breach of any codes of conduct involving a Procurement;
- (c) executing a purchase of any kind, including a new purchase, a purchase made through a contract amendment, or a purchase made under an expired contract, without first obtaining the necessary funding authorization and other applicable approvals;
- (d) commencing performance of a contract prior to the formal approval and execution of that contract;
- (e) directly awarding a contract, or engaging in restrictive tendering, in instances where open tendering is required, without first obtaining formal approvals for any such exception to open tendering practices;
- (f) obtaining procurement approvals based on inaccurate or incomplete information or based on material misrepresentations or omissions;
- (g) failing to adhere to requirements of procurement policies or protocols, including non-compliance relating to conflict of interest, proper advanced planning, contract splitting, sole sourcing, and recordkeeping; or
- (h) failing to adhere to the due process standards applicable to the government tendering process, including standards relating to transparency, procedural fairness, non-discrimination, and the protection of confidential supplier information.

9.1.2 Duty to Report and Rectify

Anyone who is aware of a non-compliance in their Department shall immediately report that non-compliance to their Director. Each Director shall immediately report any non-compliance that they are aware of in their department to the Head of Procurement.

The Procurement Coordinator shall record all reported non-compliance to the POC on a quarterly basis and shall, in consultation with that committee:

- (a) develop recommendations for rectification of any such non-compliance; and
- (b) provide a non-compliance and remediation report to Council or the JSC on an annual basis.

Directors are required to observe and address non-compliance with this policy within their Departments. Where instances of non-compliance are identified, the Director is expected to notify the Procurement Coordinator and obtain advice: (a) with respect to mitigating potential risks to the Counties arising from the non-compliance; and (b) to ensure future non-compliance is avoided.

9.1.3 Procurement Oversight Committee

The POC shall meet at minimum on a twice annual basis, and more frequently as required, to address non-compliance incidents and develop non-compliance remediation measures that may include, based on the severity of the breach:

- (a) the requirement that the individual(s) involved in the breach complete prescribed procurement remediation training;
- (b) the suspension of the individual(s) involved in the breach from any future procurement-related activities including the use of the purchasing cards or any other involvement in the procurement process;
- (c) additional disciplinary measures as may be appropriate based on consultation with Human Resources and Legal Services;
- (d) a report to law enforcement authorities where the breach in question is of a criminal or quasi-criminal nature, and, for greater certainty, such breaches may include but are not limited to potential breaches of the *Criminal Code* or *Competition Act*.

9.2 Audit

All Procurement activities will be subject to audit by the Counties' external auditors.

9.3 Reporting

The Accounting Services Department will prepare and submit to the Council a quarterly report summarizing the Counties' Procurement activities, including:

- (a) Non-standard Procurements;
- (b) Instances of non-compliance as described above; and
- (c) A summary of the quarterly procurement activities.