

	Purchase of Goods and Services	Policy/Procedure
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Purpose:

To ensure that goods and services, including construction, consulting services, and information technology are acquired through a process that is fair, accessible to qualified vendors, and provides the agency with value for money.

To specify the responsibilities of individuals that carry-out procurement functions on behalf of the agency.

Scope:

This policy applies all staff and board members as it relates to the procurement of goods and services including construction, consulting services, and information technology.

This policy does not apply to procurement of services from licensed professionals including medical doctors and dentists, pharmacists, nurses, psychologists, and lawyers as well as boarding rate expenditures including reimbursable expenses paid to Foster Parents and Outside Paid Resources and support services for the care of children that have been placed by the agency.

This policy will be reviewed every five years, or sooner should business practices or ministry directives change.

Policy:

The following principles will be applied when procuring goods and services:

- Planning:

Subject to the provisions contained in this policy, goods and services shall be acquired only after consideration of the needs, alternatives, timing, and within approved agency budget.

Considerations for the procurement of technology goods and services are an integral part of the organizational planning and are documented within the multi-year technology plan that is updated annually.

Consideration for the procurement of accommodation requirements are an integral part of the organizational planning and are documented within the occupancy plan that is reviewed annually.

Consideration for other procurement activities of major type exceeding \$50,000 that is identified will be documented summarizing needs, alternatives, timing, and other pertinent information. These would be discussed as part of the development of the annual budget process.

- **Supply Sources:**

Supply sources include vendor of record arrangements that have been sourced by the Ontario Government and have been made accessible to the agency, vendor of record arrangements that have been sourced through a consortium of organizations and have been made accessible to the agency, and a competitive procurement process based on established thresholds values.

- **Threshold Values:**

Value	Procurement Process	
	Goods, Non-Consulting Services, and Construction	Consulting Services
Under \$2,000	No quote required	Invitational Competitive Procurement - Minimum 2 documented verbal quotes
\$2,001 to \$15,500	Invitational Competitive Procurement - Minimum 2 documented verbal quotes	Invitational Competitive Procurement - Minimum 2 documented verbal quotes
\$15,501 to \$35,000	Invitational Competitive Procurement - Minimum 3 document verbal quotes	Invitational Competitive Procurement - Minimum 3 document verbal quotes
\$35,001 to \$99,999	Invitational Competitive Procurement - Minimum 3 documented written quotes	Invitational Competitive Procurement - Minimum 3 documented written quotes
Over \$100,000	Open Competitive Procurement - Documented Request for Proposal, Request for Quotation, or open Tender	Open Competitive Procurement - Documented Request for Proposal, Request for Quotation, or open Tender

The thresholds values are based on the projected annualized expenditure of the procurement being considered and are consistent with the Delegations of Financial Authority Framework that outlines the authority to approve expenditures by position held within the agency. For amounts over \$50,000, the Board of Directors (President or Treasurer) provide joint sign-off with the Chief Executive Officer.

Under emergency circumstances, the Chief Executive Officer has the authority to take the necessary steps to address the emergency and will subsequently inform the Board of Directors of the actions taken setting out the details of any purchases made pursuant to this authority and the circumstances justifying the action taken.

In the case of the procurement of lease, rental or purchase of property, land or accommodation, the Board of Directors approval is required.

The minimum procurement process under each threshold can be expanded as deemed necessary by the agency.

Procurement orders cannot be split to circumvent the threshold values.

- **Acquisition:**

Total acquisition costs should be considered including start-up, conversion, or switching costs, as well as service availability and support, rather than only the lowest priced factor.

The procurement of regular office supplies and technology requirements are centralized through Corporate Services.

The Chief Executive Officer or the Chief Financial Officer shall ensure relevant specifications, budget authorization, approval authority and terms and conditions for

the purchase of goods or services.

Supporting documentation (e.g. contracts, purchase justification, quotations, etc.) shall be attached to the detailed invoices and included in the appropriate files.

Contract terms shall typically be for up to three years with options to renew up to two additional years.

Once acquired, goods and services shall be managed efficiently, effectively and economically including processing payment via agency procurement card.

The agency reserves the right to accept or reject any proposal.

- Supply Chain/Purchasing Ethics:

- Personal Integrity, Professionalism, and Conflict of Interest:

No purchase of goods and services will be made by the agency for personal use including employees, foster parents, volunteers or members of the Board of Directors and Committees.

Individuals involved in the procurement process must act, and be seen to act, with integrity and professionalism. Honesty, care, respect, and due diligence must be integral to all activities. Confidential information must be safeguarded.

Individuals will declare whether there is a conflict of interest consistent with the agencies conflict of interest policy.

The agency reserves the right to disqualify prospective vendors from an acquisition process due to conflict of interest.

Should a conflict of interest arise during the performance of the contractual obligations, the agency may prescribe the manner in which a vendor should resolve a conflict of interest. If the vendor fails to resolve the conflict of interest, the agency reserves the right to terminate a contract.

- Accountability and Transparency:

Purchasing activities must be fair, transparent, and conducted with a view to obtaining the best value for money. All participants must ensure resources are used in a responsible, efficient, and effective manner.

- Compliance and Continuous Improvement:

Individuals involved in purchasing activities must comply with the Supply Chain /Purchasing Ethics and the laws of Canada and Ontario. Individuals should continuously look for improvements in the procurement policies and procedures and share best practices.

Definitions:

- Agency Approved Budget: the total amount included in the annual Expenditure Level/Funding Needs Projection that is approved by the Board of Directors.
- Agreement: Includes a formal written legal agreement or contract for the supply of goods, services, equipment or construction. A quote or purchase order agreed to and signed by an authorized member of the agency, is an acceptable form of agreement.
- Best Value: the optimal balance of performance and cost determined in accordance with a pre-defined evaluation plan; best value may include a time horizon that reflects the overall life cycle of a given asset.
- Contract: any formal or deliberate written agreement for the purchase of goods, services, equipment or construction. A quote or purchase order agreed to and signed by an authorized member of the agency, forms an acceptable contract.
- Consulting Services: includes the provision of expertise or strategic advice that is presented for consideration and decision-making. Consulting Services provide advice for operational consideration and decision making and not in relation to clinical or case management services.
- Goods and Services: includes supplies, materials and equipment of every kind required to be used to carry out the operations of a department. Unlike consulting services, services are operational such as maintenance and repairs.
- Irregular Result: an outcome where of the procurement process where competitive bids or proposals are submitted and any of the following has occurred or is likely to occur
 - the lowest responsive bid or proposal exceeds the estimated cost or budget allocation
 - for any reason the award of the contract to or the purchase from the lowest responsive bidder or proponent is procedurally inappropriate or not in the best interests of the organization
 - the specifications of a tender call or request for proposal cannot be met by two or more suppliers
- Irregularities contained in Bids: See Appendix D which includes the appropriate response to those irregularities.
- Irrevocable Letter of Credit: an irrevocable letter on the financial institution's standard form containing a request that the party to whom it is addressed pay the bearer or a person named therein money as a result of failure to perform or fulfill all the covenants, undertakings, terms, conditions and agreements contained in a contract.
- MERX: an electronic tendering system connecting suppliers of goods and services to purchasers on behalf of government or public sector organizations.
- Purchase Order: a document that is used to formalize a purchase transaction with a vendor.
- Quotation: a request for prices on specific goods and/or services from vendors which are submitted verbally or in writing.
- Request for Information (RFI): a procurement document that is used to elicit industry information on products or services normally where a need is identified, but the method by

which it will be achieved is unknown at the outset; this process allows vendors to propose solutions or methods to arrive at the desired result.

- Request for Proposal (RFP), Request for Quotation (RFQ), or Tender: types of formal procurement processes for which proponents are requested to submit proposals in written form and alternatives are evaluated against predefined criteria in which price is not the only factor. In general, a tender approach would be used when the procurement is of significant material amount (e.g. construction of a building) and price and delivery requirements are predominately the criteria.
- Sealed Bid: a formal sealed response received as a part of a quotation, RFP/RFQ or Tender that has been issued.
- Supplier or Vendor: any individual or organization providing goods or services to the organization including but not limited to contractors, consultants, vendors, service organizations etc.
- Value Analysis: typically refers to a life cycle costing approach to valuing a given alternative, which calculates the long term expected impacts of implementing the particular option.
- Vendor of Record (VOR): is a procurement arrangement resulting from a fair, open, transparent and competitive process that authorizes one or more qualified vendors to offer specific goods or services for a defined period of time on terms and conditions, including pricing and/or discounting, as set out in a particular agreement.

Responsibilities

Staff are responsible to comply with the procedures outlined in this policy.

Supervisors are responsible to ensure staff are aware of the responsibilities and that all non-service related procurement of goods and services are coordinated with Corporate Services.

PROCEDURE

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1. Authorization of Purchases

Subject to the provisions contained in this policy, goods and services shall be acquired only after consideration of the needs, alternatives, timing, and within approved agency budget.

The following prescribes the lowest delegated authority by position and the minimum procurement process required:

Value	Procurement Process		Lowest Delegated Authority
	Goods, Non-Consulting Services, and Construction	Consulting Services	
Under \$2,000	No quote required	Invitational Competitive Procurement -Minimum 2 documented verbal quotes	Supervisor level or above
\$2,001 to \$15,500	Invitational Competitive Procurement -Minimum 2 documented verbal quotes	Invitational Competitive Procurement -Minimum 2 documented verbal quotes	Supervisor level up to \$3,500, then Director up to \$10,000, then COO/CFO up to \$50,000
\$15,501 to \$35,000	Invitational Competitive Procurement -Minimum 3 document verbal quotes	Invitational Competitive Procurement -Minimum 3 document verbal quotes	COO/CFO up to \$50,000
\$35,001 to \$99,999	Invitational Competitive Procurement -Minimum 3 documented written quotes	Invitational Competitive Procurement -Minimum 3 documented written quotes	COO/CFO up to \$50,000, then CEO with joint approval from Board of Directors for amounts exceeding \$50,000
Over \$100,000	Open Competitive Procurement -Documented Request for Proposal, Request for Quotation, or open Tender	Open Competitive Procurement - Documented Request for Proposal, Request for Quotation, or open Tender	CEO with joint approval from Board of Directors

For the specified acquisition, the total annual projected costs by vendor should be considered including any start-up, conversion, or switching costs, in determining the value of the procurement process to apply the lowest delegated authority prescribed above.

A competitive process via an RFP, RFQ or Tender will be coordinated through Corporate Services. A minimum of three bids should be generated through this process and where possible a more open process such as through a regional/local paper or MERX (government open bidding process) is encouraged.

Where the minimum bids are not received, despite having applied the prescribed procurement requirement, this shall be documented and the procurement process may continue with the bids that are received.

In some cases, where the requirement is not straightforward or an excessive workload would be required to evaluate proposals, either due to their complexity, length, number or any combination thereof, a Request for Supplier Qualifications (RFSQ) may be used to identify and pre-qualify vendors in advance of an expected future competition. The RFSQ will contain language that disclaims any obligation of the agency to call on any vendor as a result of the pre-qualification. Based on the pre-qualification phase, a select RFP, RFQ, or Tender could be undertaken.

2. Procurement Documentation

The value of the procurement being considered will prescribe the minimum level of documentation required.

Verbal Quote Documentation:

Verbal quote documentation shall include a brief description of the goods or services, the name(s) of the vendor(s) solicited; the date of the quote(s) and the rationale for choosing a specific vendor whenever multiple quotations are required.

See Appendix A for sample form that may be used to document verbal quotes.

Written Quote Documentation:

Written quote document shall include a description of the goods or services; a copy of the documentation provided to vendors to solicit quotations; a list of all vendors invited to quote including a note on any vendor who declined to provide a quote; copies of all quotes received; and the rationale for choosing the successful vendor.

RFP/RFQ or Tender:

For items exceeding \$100,000 a RFP/RFQ/ or Tender must be issued. The following should be specified in the request documentation being released:

- a) Describe the General Scope and Objective of the procurement being considered. Innovative solutions should be sought from the vendors to achieve the general performance leading to the desired result;
- b) Outline the Terms and Conditions including performance specifications, methodology for submissions, and acceptance requirements. The Chief Financial Officer in consultation with the appropriate Supervisor/Director will prepare specifications. The terms should clearly indicate that the release of RFP/RFQ or Tender alone does not imply any obligation or commitment on the part of the agency and will indicate that "the contract format will be determined based on the complexity of the project"
- c) Summarize the Process to clearly indicate the timelines and submission requirements. A minimum of fifteen (15) calendar days should be allotted for a response, although more time should be considered for more complex procurements. The closing date will be on a normal business day (Monday to Friday excluding Provincial/National holidays). Late or incomplete proposals will not be considered and shall be returned unopened to the proponent;
- d) Proposals are to be addressed to the Chief Financial Officer. A proponent who has already submitted a response may submit a further response at any time up to the official closing time and date specified. The last response received shall supersede and invalidate all responses previously submitted. A proponent may withdraw their response at any time up to the official closing time and date specified. To withdraw it must be made in writing by letter bearing the signature of the original sender;
- e) Note the criteria that will be used to evaluate proposals;
- f) Ensure references are included.

3. Procurement Selection Process

When using a RFP/RFQ or Tender procurement process a selection committee should be established and the results documented.

For items exceeding \$100,000 or a request for agency Audit Services, the selection committee would normally consist of the Chief Financial Officer (and/or Chief Executive Officer), Technical Co-ordinator –Contract Services from Corporate Services, and a member from the management team that is familiar with the needs and quality specifications being sought, as well as a member (s) from the Finance Committee or Board of Directors.

Members of the selection committee will declare any conflict of interest and confirm that information will be treated as confidential and not be disclosed. See Appendix C.

In some cases, an RFP may be used for items below the \$100,000 threshold. In these cases, the selection committee would not require a member (s) from the Finance Committee or Board of Directors.

The selection committee should evaluate proposals based on a methodology involving a combination of criteria that include mandatory and desired requirements using a per point scoring system. The results should be documented to form part of the procurement file.

Although pricing is an important criterion that is to always be considered other factors to consider include qualifications, experience and reputation, strategy, approach, methodology, scheduling and past performance, facilities, and on-going support. The Chief Financial Officer shall identify appropriate criteria to use for the procurement being sought.

When points scored result in similar outcomes between more than one vendor, conversion or switching costs is a key consideration that should be accounted for to determine best value. Conversion and switching costs are not limited to monetary amounts but should include agency resource time, learning curve implications, and any other transitional impacts.

The selection committee may also request selected vendors to make a presentation to seek further clarity if necessary.

The selection committee will reach consensus on the final rating.

In the case of the procurement of lease, rental or purchase of property, land or accommodation, the Board of Directors approval is required. The Chief Financial Officer will prepare a briefing note of the recommendation that will be approved by the Chief Executive Officer and by the Chair of the Finance Committee for presentation and recommendation to the Board of Directors.

4. Role of Technical Co-ordinator –Contract Services

To ensure consistency through the procurement selection process all communication with proponents shall be through a single designated agency staff position. This will normally be through the Technical Co-ordinator –Contract Services position from Corporate Services. Where a person other than the Technical Co-ordinator is the contact, the person will work closely with Corporate Services to ensure consistency through the procurement process.

The designated agency staff position shall forward to the Chief Financial Officer, an evaluation summary of the procurement, as well as the selection committee's recommendation for award of contract.

Where the lowest cost proposal is not accepted, the Chief Executive Officer is responsible for documenting the determination of best value prior to award of contract.

The agency reserves the right to accept or reject any submission.

Unsuccessful proponents may, upon their request, attend a debriefing session with the agency to review their submission. Proponents will have up to sixty (60) calendar days from the contract award notification date to request a debriefing. Discussions relating to any submissions other than that submitted by the proponent will be strictly prohibited.

For a procurement valued at \$100,000 or more, the agency will post, in the same manner as the procurement documents were posted, contract award notifications. The notification would be posted after the agreement between the successful proponent and the organization was executed. The notification will indicate the name of the successful proponent, agreement start and end dates, and any extension options.

5. Supply Sources -Others

Vendor of Record:

Other supply sources include vendor of record arrangements that have been sourced by the Ontario Government and have been made accessible to the agency as well as vendor of record arrangements that have been sourced through a consortium of organizations and have been made accessible to the agency. Whenever financial feasible, all other things considered, the Ontario Government Vendor of Record listing should be used.

Notwithstanding, the agency may establish its own vendor of record where the actual demand is not known in advance, or a need is anticipated for a range of goods and services for a specific purpose, but the actual demand is not known at the outset, and delivery is to be made when a requirement arises.

This may require that a Request for Information (RFI) be issued in order to gather market information. The specifications of the RFI would be similar to an RFP/RFQ, but the RFI needs to clearly indicate that the purpose is to only gather information. The information gathered may assist the agency in determining the most effective procurement process to be undertaken.

Vendor of records will be co-ordinated through the Corporate Services.

The vendor listing will specify pricing, discounts available, any conditions based on quantity etc. More than one supplier may be selected where it is in the best interests of the agency and the bid solicitation allows for more than one.

Co-Operative Purchasing (e.g. Buying Group):

The agency may participate with other government agencies or public authorities in Co-operative Purchasing where it is in the best interests of the agency to do so.

The decision to participate in Co-operative Purchasing agreements will be made by the Chief Financial Officer.

6. Exceptions to Competitive Procurement (Non-Competitive Procurement)

A competitive procurement process helps to achieve optimum value for money. It is recognized however that certain circumstances and activities may require the agency to use non-competitive procurement. The circumstances and activities that will be excluded from the competitive procurement requirements of this policy are noted below. These exceptions are generally consistent with the *Agreement on Internal Trade (AIT)* or other trade agreements.

Note, the exception is for a non-competitive procurement of the good or service that falls within the categories listed, and is not an exemption with respect to the administration, documentation, contract management, or other requirement of the procurement policy.

The requirement for competitive bid solicitation for the procurement of goods and services may be waived under the authority of the Chief Executive Officer or the Chief Financial Officer under the following circumstances:

Licensed Professional and Specific Services for Children and Youth in Care:

The procurement of services from licensed professionals including medical doctors and dentists, pharmacists, nurses, psychologists, and lawyers, as well as boarding rate expenditures including reimbursable expenses paid to Foster Parents and Outside Paid Resources and support services for children, youth and family cases that are managed by the agency. This includes:

- boarding expenditures including one on one support services, day care services, etc.;
- allowances paid to foster parents including clothing for the child/youth in care, etc.;
- expenditure reimbursements paid to foster parents or volunteer drivers for transportation mileage;
- health and related costs incurred on behalf of a child/youth in the agency's care;
- items covered by Collective Agreement or Employment Contract and contract negotiations;

Single Source Supply:

Where only one supplier is available to meet the requirements of the agency procurement including the following circumstances:

- to ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative;
- where there is an absence of competition or abnormal market conditions where the goods or services required are in short supply or can be supplied only by a particular supplier and no alternative or substitute exists;
- for work to be performed on the behalf of the agency through a building lease agreement where the lesser will invoice costs back to the lessee;
- for work to be performed according to provisions of a warranty or guarantee held in respect of the original work;

- for the procurement of a prototype or a first good or service to be developed that may be needed for research purposes, a particular study or other original purposes;
- for the purchase of goods under duress such as bankruptcy or receivership, where the agency has clearly documented the advantageous value that would be received;
- for the procurement of real property;

Limiting Circumstances:

Limiting circumstances may exist where inherent factors limit the procurement process that can be undertaken. Under limiting circumstances, the agency can deviate from competitive procurement requirements provided it does not do so for the purpose of avoiding competition between suppliers or in order to discriminate against suppliers.

Limiting circumstance may include:

- where the nature of the requirement is such that it would not be in the public interest to solicit competitive bids as in the case of security or confidentiality matters;
- where the requirement is for a utility service for which there exists a monopoly or the need is considered a small dollar purchase where the annualized aggregate is less than \$5,000 and each individual purchase is less than \$1,500 (e.g. plumbing services);
- in the absence of a receipt of any bids in response to a call for tenders made in accordance with the directive;

Emergency Situations:

For the purpose of this procedure, an “Emergency” means a situation where the immediate purchase of goods and services is essential to prevent serious delays in service delivery or to prevent or remedy damage to agency property or to restore an essential service.

An “Emergency” includes an imminent or actual danger to the life, health or safety of an official or an employee while acting on the agency’s behalf (e.g. emergency boiler repairs or replacement), an imminent or actual danger of injury to or destruction of real or personal property belonging to the agency.

Under emergency circumstances, the Chief Executive Officer has the authority to take the necessary steps to address the emergency and will subsequently inform the Board of Directors of the actions taken setting out the details of any purchases made pursuant to this authority and the circumstances justifying the action taken.

If the cost to remedy the emergency exceeds \$50,000 or will result in an increase to the approved annual budget, the President of the Board of Director will authorize the purchase based on the Chief Executive Officer’s recommendation.

7. Direct Negotiation

Direct Negotiation may be the most effective procurement process to sustain value for money for the agency and could be used under the following circumstances:

- Where a non-competitive procurement process is necessary (see above);
- Where the required goods and services will be additional to similar goods and services currently being supplied under an existing contract (i.e. contract extension or renewal);

- Where the existence of exclusive rights held by any supplier or the need for compatibility with goods and services previously acquired and there are no reasonable alternatives or substitutes;
- Where a previous attempt to purchase the goods and services has been made through a competitive process but has failed to identify a successful supplier such that it is not reasonable for a further competitive attempt to be made.

8. Only One Bid Received

In the event only one response is received to a procurement solicitation, the agency may return the unopened bid to the proponent when, in the opinion of the Chief Financial Officer (or Chief Executive Officer) using criteria, based on the number of bids which might reasonably be expected on a given type of procurement, additional bids could be secured.

In returning the unopened bid the agency shall inform the proponent that the agency may re-issue the procurement solicitation at a later date.

In the event that the one response is found acceptable, it can be awarded with terms negotiated.

9. No Acceptable Bid or Equal Bid Received

Where proponents respond to a procurement solicitation but cost exceeds the budget or are not responsive to the requirements, or do not represent fair market value, the agency reserves the right to re-issue the procurement solicitation or may enter into negotiations with the lowest responsive proponent.

The Chief Executive Officer will determine whether changes required to achieve an acceptable bid response would not change the general nature of the requirement described in the quote solicitation, and thus may waive the need for a revised bid solicitation and enter into negotiations with the lowest responsive bidder emanating from the procurement solicitation. The reasoning for the determination will be documented and retained with the procurement file.

The agency reserves the right to cease negotiations and reject any offer.

If two equal bids are received, the agency will offer an opportunity for proponents to re-bid. Should a tie persist the following factors will be considered and preference be given for:

- Added discounts or credits to be received;
- When delivery is an important factor, the best delivery date;
- Extent and quality of after sales service;
- Previous experience providing satisfactory services to the agency;
- Previous experience providing satisfactory services to another child welfare agency with similar characteristics;
- If the above does not break the tie, equal bidders shall be determined by another appropriate documented process.

In the interest of on-going competition, where the above marginally identifies a preferred proponent, the agency may agree to terms with both proponents and the preferred proponent

being offered a right to first refusal.

10. Exclusion of Proponents due to Poor Performance

The Chief Financial Officer shall document rationale where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.

The agency reverses the right to prohibit an unsatisfactory supplier from bidding on procurements solicited for a period of up to three years.

11. Contract Management

Following the selection of a proponent, the agreed upon terms and conditions are to be finalized in writing. The contract format will be determined based on the complexity of the project.

For projects over \$100,000, Appendix E will guide the contract format to be used.

When the terms and conditions of the award of the contract is straight-forward an agreement through a standard agency contract or purchase order may be used. A quote or bid submission signed by a member authorized by the agency is an acceptable form of contract that establishes an agreement between the parties.

When the terms and conditions of the award of the contract is complex and contains terms and conditions other than the agency's standard terms and conditions, a formal agreement may be used. In some cases such as the acquisition of property, the formal agreement may require the agency to secure outside legal counsel to review the documentation.

It shall be the responsibility of the Chief Financial Officer to determine when outside legal counsel is needed.

For the purposes of this policy, the Chief Financial Officer and the Chief Executive Officer is authorized to execute contracts, purchase orders, and formal agreements in the name of the agency.

Purchasing and contract documentation will be filed with the finance payment files and as applicable, supplementary information would be retained by Corporate Services with the Technical Co-ordinator -contract services (RFP/RFQ and Tenders), and Chief Financial Officer. Supplementary information related to technology would be retained by the Supervisor of Information Technology Services. Documentation will be retained for a period of seven years.

12. Unbudgeted Amounts

Excluding purchases made under emergency circumstances (see 6 above), expenditures which were not anticipated in the approved annual budget that exceed 10% of forecasted budgeted line or \$50,000, whichever is lower, must be authorized by the Finance Committee and the Board of Directors.

13. Contract Amendments including Extensions

No amendment or revision to a contract shall be made unless the amendment is in the best interest of the agency. This may include an extension of a contract where it is determined that the additional requirement is needed given an unforeseeable circumstance having arisen after awarding the procurement. The extension must be in the best interest of the agency and must be time limited.

No amendment that changes the price of a contract shall be agreed to without a corresponding change in requirement or scope of work. The change in the requirement or scope of the work shall be documented and accompany the agreed upon change in price. An email or memo between the parties, an amended purchase order or other similar document, are acceptable forms for contract amendments.

For amendments to contracts that exceed \$50,000, the documentation will include a business case. The business case will document the terms of the extension, the unforeseeable circumstance that arose, the urgency that exists and the impact where a delay would cause economic hardship or significant service delivery disruption, or otherwise be contrary to the interests of the organization.

The Chief Financial Officer and the Chief Executive Officer may authorize amendments or extensions to contracts provided that the total amended value of the contract is within the approval authority that is cited in the Delegations of Financial Authority as approved by the Board of Directors.

Amendments to contracts are subject to the identification and availability of sufficient funds in the approved agency budget.

Where expenditures for the proposed amendment combined with the price of the original contract exceeds the agency approved budget, a report prepared by the Chief Financial Officer shall be submitted to the Chief Executive Officer for discussion with the Finance Committee and recommendation to the Board of Directors.

14. Exercise of Contract Renewal Options

Where a contract contains an option for renewal, the Chief Financial Officer and the Chief Executive Officer may exercise such option provided that the following conditions apply:

- The proponents performance in supplying the goods, services or construction is considered to have met the requirements of the contract;
- The Chief Financial Officer or the Chief Executive Officer determines that the exercise of the option is in the best interest of the agency. A business case shall document why the renewal is in the best interest of the agency, including commentary on the market situation and trend, and how value for money is sustained;
- Funds are available within the agency's approved budget.

15. Receipt of Goods and Performance Reviews

The agency shall promptly inspect goods on receipt to confirm conformance with the terms of the contract and rectify discrepancies immediately.

Periodically, the agency will evaluate proponents to assess that performance has been satisfactorily provided. The evaluation may be used by the agency as reference for future assessments of proponents responding to procurement solicited by the agency.

See Appendix B for sample evaluation form that may be used for this purpose.

16. Invoicing and Payment

Proponents that provide goods and services to the agency will provide detailed invoices containing sufficient information to assess the appropriateness and accuracy of amounts billed.

The use of direct deposit -electronic fund transfer (EFT) as well as the agency procurement card will be encouraged for payment processing.

Payment will be processed upon receipt of good (s) and/or satisfactory completion of services. In some cases, periodic payment based on work completed may be agreed upon (e.g. construction projects).

17. Management of Moveable Assets

All goods and services acquired for agency use must be managed in an efficient, effective, and economical manner.

Appropriate systems are to be maintained to enable the effective management and security of the agency's assets, including the periodic physical verification of attractive assets at least once every four years.

Movable assets comprise durable items of machinery, business equipment and related apparatus, vehicles and other modes of transport, furniture and furnishings that are capable of being moved, whether the assets are in use or being held for later use, transfer, trade-in or disposal. Attractive assets are normally valued at over \$500 with personal use potential and/or with an after market value.

Electronic equipment such as cell phones and computers are assigned to staff who sign an acknowledgement form that outlines responsibilities for safeguarding equipment in their position including the reporting of lost, stolen, or damage that occurs to equipment. The Information Technology unit will maintain the inventory records and documents.

18. Disposal of Surplus Assets/Capital Property

All departments shall notify the Chief Financial Officer when items become obsolete or surplus to their requirements.

The Chief Financial Officer shall be responsible for ascertaining if the items can be of use elsewhere within the agency. Any usable equipment or material will first be considered for re-use within the agency prior to it being declared surplus.

Any property that is declared surplus to the agency requires the approval of the Chief Executive Officer before physical disposal is undertaken.

The Chief Executive Officer may authorise the disposition of an item of capital property where it is deemed the market value of the item to be less than \$5,000.00. For such disposition, individuals associated with the agency, such as staff, volunteers and foster parents may be given first opportunity to purchase such surplus items. These items will be offered on a silent auction basis with a starting minimum value and the acceptance based on the highest bid submitted. Proceeds would be deposited into operating.

Where it is estimated that the value of capital property is deemed to at least \$5,001.00 but not to exceed \$50,000.01, the Chief Financial Officer will obtain three written quotations for the disposal of the item(s) which would be provided to the Chief Executive Officer for review and approval. The Chief Executive Officer would approve the highest price offered. If it is not possible to secure three quotations, then the highest bid from all available quotations will be accepted. Proceeds would be deposited into operating.

Where it is estimated that the market value of capital property is deemed to be at least \$50,001.00, a report recommending the sale of the property will be submitted to the Finance Committee for approval. The Finance Committee will determine whether disposal will occur by means of auction, quotation or tender or whether other means are appropriate in the circumstances.

Where the market value of the item is deemed to be nil or near zero dollars, a minimum price will be set and acceptance will be based on a first come first serve basis following communication to staff. Proceeds would be deposited into the Children's Fund.

Once approved, the disposition would be undertaken in the most economical manner that ensures fair market value. This may include:

- Offering items for sale using a method appropriate to the materiality of the disposal as noted above;
- Offering items to other non-profit agencies;
- Other disposal means that is economical.

The method of disposal will be documented by the agency including a list of the actual items disposed of.

The agency will remove all confidential, personal and sensitive data from information technology prior to disposing of the item.

Appendix A -Verbal Quotation Form

Description of goods/services being sought

--

Vendor(s)	Date	Price	Comments

Recommendation

--

Rationale for this recommendation

--

Completed by _____

Date _____

Reviewed by _____

Date _____

Value	Minimum Requirement
Under \$2,000 re: consulting services	2 documented verbal quotes
\$ 2,001 to \$ 15,500	2 documented verbal quotes
\$ 15,501 to \$35,000	3 documented verbal quotes

Appendix B -Assessment of Service Performance (complete sections as applicable)

Report Type <input type="checkbox"/> Interim <input type="checkbox"/> Final

Section I Vendor Data		Section II Service Data			
		Title or Type of Service being provided			
Vendor's Name					
Address	Phone #	Promised Working Days/Hrs	Actual Working Days/Hrs	Actual Start Date	Actual Completion Date
Were any staff issues raised with service: Yes or No and how many				Contract award amount	Contract Completion amount
Were issues promptly addressed by vendor: Yes or No					
Brief Description of Work:					

SECTION III NUMERICAL RATING						
rate by marking an X in applicable column						
Quality of Performance*	Not Applicable	*Inadequate	*Below Standard	Standard	Above Standard	*Superior
1. Supervision and decision making						
2. Coordination and communication with agency including staff, foster parents, volunteers, and committee and board members						
3. Submission of documents and reports						
4. Adequacy and timeliness of progress schedules						
5. Responsiveness to agency requests and direction						
6. Compliance with laws, ordinances and regulations						
7. Adherence to proposal terms of reference or agreement						
8. Standards of workmanship and integrity						
9. Completion of work and resolution of deficiencies						
10. Cost management/estimating, adherence to project scope and budget						
11. Vendors handling of change orders and requests						
12. Public relations and external issues						
13. Handling of deficiencies identified subsequent to completion.						
Overall Performance Rating:						

*An explanation must be provided for any Inadequate, Below Standards and Superior rating in Narrative Section (IV) (page 2)

SECTION IV – Narrative Rating
A General Elements: Enter comments which describe the vendor’s overall performance and administration of the project/service provided
B Below Standard Elements: Enter comments to substantiate any Inadequate or below standard ratings.
C Superior Elements: Enter comments to substantiate any superior ratings

SECTION V Authentication and Review						
I have reviewed this report for objectivity and accuracy. I have met with and given a copy of this report to the rated vendor and I have advised the vendor that any appeal must be made in writing to the Director of Corporate Services within 20 calendar days.						
Comments						
<table border="0" style="width: 100%;"> <tr> <td style="width: 33%; text-align: center;">_____</td> <td style="width: 33%; text-align: center;">_____</td> <td style="width: 33%; text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">Date of Meeting with Vendor</td> <td style="text-align: center;">Signature of Society staff</td> <td style="text-align: center;">Date Report Completed</td> </tr> </table>	_____	_____	_____	Date of Meeting with Vendor	Signature of Society staff	Date Report Completed
_____	_____	_____				
Date of Meeting with Vendor	Signature of Society staff	Date Report Completed				
I have reviewed this Service Assessment Report and make the following comments, recommendations and changes as cited herein or on attached sheets.						
<table border="0" style="width: 100%;"> <tr> <td style="width: 60%; text-align: center;">_____</td> <td style="width: 40%; text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">Chief Financial Officer</td> <td style="text-align: center;">Date</td> </tr> </table>	_____	_____	Chief Financial Officer	Date		
_____	_____					
Chief Financial Officer	Date					

RECOMMENDATION: based on the above date and comments. The overall performance recommendation for this consultant is:

- Approved to bid on future work
- Placed on two year probation to closely monitor future work
- NOT recommended for future work (max period – 3 years)

Appendix C –Conflict of Interest Disclosure Template

Evaluation Team Conflict of Interest Disclosure Template

TO BE COMPLETED BY EACH MEMBER OF THE EVALUATION TEAM

I have read the Supply Chain/Purchasing Ethics of the Procurement of Goods and Services policy and procedure and understand the expectations for ethical conduct. Consistent with this, I am capable of identifying a situation that constitutes a Conflict of Interest, such as but not limited to:

- I. Engaging in outside employment;
- II. Not disclosing an existing relationship that may be perceived as being a real or apparent influence on my objectivity in carrying out an official role;
- III. Providing assistance or advice to a particular vendor participating in a competitive bid;
- IV. Having an ownership, investment interest, or compensation arrangement with any entity participating in the bid process with the organization;
- V. Having access to confidential information related to the procurement initiative; and
- VI. Accepting favours or gratuities from those doing business with the organization.

I agree to abide by the Procurement Policies and Procedures in all of my procurement activities. I declare that there are no actual or potential conflicts of interest arising out of my participating in procurement activities, except for the following:

1. _____

2. _____

Signature

Print Name

Date

Appendix D -Irregularities to be mindful of

Irregularity	Response
Late Submissions	Automatic rejection and return unopened to the bidder
Unsealed Envelopes	Automatic rejection
Incomplete, illegible or obscure bids or bids which contain additions not called for, erasures, alterations, errors or irregularities of any kind.	The agency reserves the right to reject any submission.
Documents, in which all necessary addenda have not been acknowledged or provided.	The agency reserves the right to reject any submission.
Failure to attend mandatory site visit or meeting.	Automatic rejection
Failure to include signature of the person authorized to bind the proponent.	Automatic rejection
Conditions placed by the proponent on the total contract price.	The agency reserves the right to reject any submission.
Bids containing errors such as mathematical calculations, spelling, or other errors in facts.	The agency reserves the right to reject any submission.

Appendix E –Projects exceeding \$100,000: Sample Contract Format



YORK REGION CHILDREN'S AID SOCIETY

Sample Template Contract Agreement

BETWEEN:

York Region Children's Aid Society (*Known as "The Society"*)

-- And --

(Name of The Service Provider/ Vendor)

Purpose

The purpose of this Contract is to outline the commitments and responsibilities of the parties for the provision of (brief details of the service).

Term

(Outline the terms of the contract including delivery dates, warranties, and recourse for poor quality or unsatisfactory performance.)

Responsibilities

The VENDOR agrees to:

- (List of responsibilities)

The SOCIETY agrees to:

- (List of responsibilities)

Insurance

The Vendor shall purchase and maintain throughout the term of this contract insurance or indemnity protection that is co-equal with its indemnity obligations. This shall include, but not necessarily be limited to broad form commercial general liability insurance (including, as appropriate, products coverage if goods are being provided, and completed operations coverage, if construction-related services are being provided). The limit of liability for such coverage shall be no less than [\$1 million] per claim/ occurrence, and the other Party and its directors, officers, and employees, to the extent of the owed indemnity obligations, shall be named as "additional insureds" under such policies. The Vendor shall also maintain workers' compensation insurance.

The Society reserves the right to ask for the copy of Workers Compensation Letter and Commercial General Public Liability & Property Damage Insurance.

Budget Schedule

- (Financial terms, timelines & other details)

Termination

1. That either party may terminate this Contract by giving (number) calendar days notices in writing to the other party.
2. That where this Contract is properly terminated, the Society will be liable for related payments and disbursements up to and including the date of termination only, unless the termination is as a result of poor performance by the Vendor.

Confidentiality

The Vendor shall both during and following the term of this agreement, maintain confidential and secure all materials and information. The Vendor shall not directly or indirectly disclose, either during or following the term of this agreement, except where required by law, any material or information related to this project/ service provided.

Indemnity Provisions

The Vendor shall indemnify and save harmless the Society's its officials, officers, employees and agents against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses including defense costs or loss which the Vendor may bear, suffer, incur, become liable for or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, or violation of non-performance of the contract by the Vendor of any provision of this contract, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default or omission by the Vendor or of any of its agents or employees or any other person or persons, in, on, or about the premises.

And the Vendor covenants that the indemnity herein contained shall extend to all claims, loss, costs and damages and the rights to indemnity contained in this paragraph shall survive any termination of this contract, anything in this contract to the contrary notwithstanding.

Signatures

_____ **Date**

_____ **for The Society**

_____ **Date**

_____ **for The Service Provider**