

<b>POLICY TITLE</b>	Procurement Policy
<b>CATEGORY</b>	Administrative
<b>POLICY NUMBER</b>	ADMIN-008
<b>LEGISLATION</b>	<i>Vancouver Charter, Police Act, Public Library Act</i> , and any laws of British Columbia or Canada ratifying and implementing Trade Agreements with public procurement provisions binding on the Vancouver Group
<b>POLICY OWNERS</b>	Finance, Risk & Supply Chain Management and Legal Services
<b>ACCESS</b>	Public

## A. LEGAL

The *Vancouver Charter* (and *Police Act, Public Library Act*, and other applicable legislation) does not permit any employee or officer to purchase or enter into Contracts or dispose of anything owned by the Vancouver Group unless Council or the applicable Board has delegated such authority to such employee or officer in writing. The intent of this policy is that it be approved by Council and other members of the Vancouver Group so as to set out the extent of certain Vancouver Group employees’ and officers’ restricted legal authority to undertake the actions expressly authorized under this policy.

## B. SCOPE

Subject to the approvals and adoptions referred to in Section A, this policy applies to the City of Vancouver, Vancouver Police Board, Vancouver Park Board, Vancouver Public Library Board, and City Affiliates (collectively, the “**Vancouver Group**”).

## C. PURPOSE

This policy sets out the requirements for the procurement of goods, services and construction as well as the disposition of surplus assets.

The Vancouver Group, in the performance of the duties and responsibilities assigned to it, must engage in the procurement of goods, services and construction. In order to achieve the maximum economy, efficiency, effectiveness, and sustainability (social, environmental & economic) in the performance of this function, the Vancouver Group has endorsed certain fundamental principles it considers applicable to public purchasing.

## D. ADMINISTRATION OF POLICY

The Supply Chain Management (SCM) division of the Finance, Risk and Supply Chain Management group, overseen by the Chief Procurement Officer, is the owner and administrator of this policy. Except where separately authorized by a Department Head and City Solicitor, all procurement and disposition activities are to be administered by SCM.

## E. ADMINISTRATION OF CONTRACTS

Following SCM’s exercise of its primary authority over the Call, and where a Contract results from the Call, the Department Head will have the primary responsibility for proper

administration and enforcement of the Contract, subject to the Legal Services Policy (where a legal enforcement step is required) and subject to this Procurement Policy (where any change to the Contract requires the approval of the Chief Procurement Officer).

## F. TRANSACTIONS NOT SUBJECT TO THIS POLICY

The following Contracts and types of transactions are not covered by this policy (but may be governed by other applicable Council policies):

- (a) purchase of regulated tariffed services (eg. electricity, transmission portion of natural gas, cable, tariff portion of non-wireless telecommunications services);
- (b) grants or transfers to the City from other governmental authorities;
- (c) grants from the City to non-governmental third parties authorized by City Council;
- (d) tax rebates;
- (e) grants or donations to the City from non-governmental third parties;
- (f) grants, payments, or donations to the City from non-governmental third parties including agreements having as their primary purpose; sponsorships (except as set out in the Sponsorship Policy), naming rights, or event or sport hosting rights;
- (g) real property acquisitions (including leases, licences, purchases, easements, and rights of way);
- (h) real property dispositions where the disposition is not by way of a formal Invitation to Offer (ITO);
- (i) retaining external legal counsel and related experts (such as expert witnesses) in the course of providing legal advice to the Vancouver Group;
- (j) library media including books; and
- (k) Non-Competitive Sponsorship Arrangements as defined in the Sponsorship Policy except to the extent that the Sponsorship Policy expressly incorporates by reference this Policy into its provisions on Non-Competitive Sponsorship Arrangements.

## G. INTERPRETATION AND DEFINITIONS

### (a) Interpretation

- (i) All references in this policy to an employee, official, officer or other representative of the Vancouver Group is deemed to include any designate, deputy, or anyone else properly authorized in writing or by Council resolution to act in that person's position.
- (ii) Where a position title or name is changed following the adoption of this policy, due to a re-organization of the Vancouver Group's functions, or for

any other reason, the City Manager will have the authority to amend this policy to reflect such change or re-organization.

- (iii) The City Manager will have the authority (in consultation with the Director of Finance, City Solicitor, and Chief Procurement Officer) to approve (in writing) any request from any Department Head for authority to sub-delegate any authority granted in this policy to a Department Head.

(b) Definitions

In this policy, the following terms have the following meanings:

**Award:** The decision by a Vancouver Group member (as authorized by this policy) to enter into a Contract.

**Best Value:** The optimal combination of Total Cost of Ownership, economic sustainability, environmental sustainability, social sustainability, reduced carbon dependency, and zero waste as determined in accordance with the specific criteria and weighting for each criterion established by the Vancouver Group for the applicable procurement and for Revenue-Generating Contracts and dispositions the highest Total Price after discounting for all applicable criteria being utilized for the Call, such as security for payment, risk of default, social and environmental factors, etc.

**Bid:** Depending on the type of Call, either (i) a legally binding tender or quotation which upon written acceptance by the Vancouver Group, automatically creates a Contract, or (ii) a non-binding quotation or proposal which forms a basis of a negotiated Contract, or (iii) any non-binding pre-qualification submission or expression of interest or request for information which may form the basis of a subsequent Call.

**Bid Committee:** The bid committee established under Section 12 of this policy.

**Bidder:** Any legal entity submitting a Bid in response to a Call.

**Call:** Any request or invitation by the Vancouver Group for a Bid (for example, requests for proposal, requests for expressions of interest, invitations to tender, invitations to quote, invitations to offer).

**Chief Constable:** The person appointed by the Vancouver Police Board as the Chief Constable pursuant to the *Police Act*.

**Chief Librarian:** The person appointed by the Vancouver Public Library Board as the Chief Librarian pursuant to the *Public Library Act*.

**Chief Procurement Officer:** The person designated from time to time by the City Manager to oversee and lead Supply Chain on behalf of the Vancouver Group.

**City Affiliates:** Means the following affiliates of the City of Vancouver, Vancouver Economic Commission, Vancouver Affordable Housing Agency Ltd., Vancouver Public Housing Corporation, Vancouver Civic Development Corporation, Harbour Park Development Corporation, The Hastings Institute Inc., and the Pacific National Exhibition.

**City Engineer:** The person appointed by Council pursuant to Section 288 of the *Vancouver Charter* as the City Engineer.

**City Manager:** The person appointed by Council pursuant to Section 162A of the *Vancouver Charter* as the City Manager.

**City Solicitor:** The person appointed by Council as the City Solicitor.

**Commitment Authority:** The authority to Award a Contract.

**Construction:** Construction, reconstruction, deconstruction, demolition, repair or renovation of a building, structure, infrastructure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure, infrastructure or other civil engineering or architectural work, but does not include professional consulting services related to the construction Contract unless they are included in the Contract (for example a design-build Contract).

**Contract:** A Contract for the purchase by the Vancouver Group of goods, services or construction or for the disposition of assets by the Vancouver Group. For further certainty, a Contract includes, without limitation, the following documents that create or modify (or may create or modify) legal rights and obligations: purchase order; work order; change order; memorandum of understanding, letter of understanding, letter of intent, or similar; standing offer; supply arrangement; notice or other communication to a prospective supplier prior to a Contract, including notice to award, conditional notice to award, notice or permission to proceed or start work prior to Award or Contract; assignment or consent to assignment of a Contract; security for performance of a Contract such as a letter of credit, bond, insurance, deposit, security interest, and other financial instruments; Sponsorship Agreements resulting from Competitively Procured Sponsorship Arrangements (both as defined in the Sponsorship Policy); and renewals, extensions, modifications or amendments to any of the above.

**Co-operative Purchasing:** Procurement by the Vancouver Group in cooperation with other Public Sector Entities.

**Department Director:** An employee who reports to a Department Head where that Department Head has expressly delegated to that employee (or employee's position) the Commitment Authority referred to in Row 3 of Table 1 of this Procurement Policy.

**Department Head:** Any of the following officials:

- (a) any General Manager, and
- (b) in the case of a City Affiliate, the CEO or such other director or officer of the affiliate who has been delegated signing authority for the applicable Contract by the City Affiliate's board.

**Department Manager:** An employee who reports to a Department Head where that Department Head has expressly delegated to that employee (or employee's position) the Commitment Authority referred to in Row 2 of Table 1 of this Procurement Policy.

**Director of Finance:** The person appointed by Council pursuant to Section 210 of the *Vancouver Charter* as the Director of Finance.

**Economic Sustainability:** Providing and enhancing the services, infrastructure and conditions that sustain healthy, diverse and resilient local economy in which businesses of all sizes, and their employees, can flourish.

**Environmental Sustainability:** Protecting and enhancing the climate, ecology and natural resources for future generations through approaches that reduce carbon dependency, enhance energy resilience, conserve energy and resources and reduce waste and toxins.

**Extension:** Any extension or renewal or other amendment to a Contract which results in the Maximum Contract Term being lengthened (and “Extend” will have the analogous meaning).

**Fire Chief:** The person appointed by Council pursuant to Section 309 of the *Vancouver Charter* as the City’s fire chief.

**Funding Authority:** Means that there is sufficient and authorized budget for the Contract anticipated by the Call and that the funding is confirmed and approved for expenditure:

- (a) with respect to the City of Vancouver and City Affiliates, in full compliance with the Capital Budget Policy (ADMIN-005) and Operating Budget Policy (ADMIN-004),
- (b) with respect to the other Vancouver Group members, in full compliance with their capital and operating budget policies, and
- (c) with respect to all Vancouver Group staff, in full compliance with the expenditure limits and controls outlined in the Expenditure Authority and Financial Control policy.

**General Manager:** The members of the City Leadership Team, including the City Manager, Deputy City Manager, City Engineer, Director of Finance, Chief Constable, Fire Chief, Chief Librarian, Park Board General Manager, City Solicitor, Chief Human Resources Officer, General Manager of Arts, Culture & Community Services, General Manager of Real Estate and Facilities Management, General Manager of Planning, Urban Design, and Sustainability, General Manager of Development, Buildings, and Licensing, Director of Corporate Communications and Auditor General.

**ITO Real Estate Disposition:** A Call for Bids to purchase or lease Vancouver Group-owned real property where the Call potentially creates Contract “A” obligations on the City (or Board).

**Living Wage:** The hourly wage established by the Living Wage for Families Campaign from time to time, which includes: (i) direct wages; and (ii) the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits.

**Living Wage Employee:** Any and all employees of a vendor and subcontractors of vendors that perform services on a property owned by or leased to the City for at least one consecutive hour, but excluding Students, volunteers and employees of Social Enterprises.

**Maximum Contract Term:** Means the maximum years (including all options to extend or rights of renewal) in respect of a Contract as set by this policy.

**Park Board General Manager:** The person appointed as the General Manager of the Vancouver Park Board.

**Permitted Sole Source:** A sole source Contract of the type described in Section 9.1 below.

**Person with Barriers to Employment:** a person who faces one or more circumstances that can lead to underemployment or unemployment.

**Public Sector Entities:** Other municipal, regional, provincial, federal, or governmental authorities or entities carrying out a public function.

**Reduced Carbon Dependency:** Reduction in the amount of carbon emitted in the operation, maintenance and disposal of goods and services purchased.

**Response:** The submission of a bid in response to a call.

**Revenue-Generating Contract:** Any Contract which requires or contemplates revenues derived from the Contract to be paid to the City.

**Signing Authority:** The authority to execute and deliver the Contract.

**Social Enterprise:** A business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate.

**Social Sustainability:** Cultivating and sustaining vibrant, creative, safe, affordable and caring communities for the wide diversity of individuals and families who live in, work in and visit Vancouver and beyond. For a community to be socially sustainable the basic needs of its residents must be met, it must be able to maintain and build on its own resources and prevent and/or address problems as they arise.

**Solicitation:** The process of communicating the call to prospective bidders.

**Student:** An individual who is enrolled in a school, college, university or other educational institution and is employed by a vendor or a subcontractor of a vendor, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education.

**Supply Chain:** The Supply Chain Management, Warehouse Operations, Inventory and Logistics division within the Finance, Risk & Supply Chain Management group of the City of Vancouver.

**Supply Chain Manager (SCM Manager):** The position within Supply Chain, designated by the Chief Procurement Officer to conduct and oversee procurement, warehousing and logistics activities on behalf of the Vancouver Group.

**Sustainability:** Meeting the social, environmental and economic needs of the present without compromising the ability of future generations to meet their needs.

**Total Cost of Ownership:** The direct social, environmental and financial costs and benefits to the City of products, construction and services during their acquisition, use and end-of-life phases (i.e. lifecycle costs) including factors such as transportation emissions, training, economic development impacts, energy consumption, disposal and other related costs after taking into account sustainability, reduced carbon dependency, and zero waste.

**Total Price:** The estimated Total Price payable for all goods, services, and construction under the Contract over the entire term of the Contract (but not including options to purchase additional goods or services during the term which may or may not be exercised; nor including the value of goods, services and construction for any renewed optional Contract term, and not including any sales or other taxes payable). For Revenue-Generating Contracts, the estimated or anticipated gross revenue to be received by the City over the Maximum Contract Term. For dispositions or sales of assets, the estimated total price payable by the purchaser to the City for the asset.

**Un-Solicited Proposals:** An un-solicited proposal received by the City independently of a Call. Un-Solicited Proposals are typically submitted by third parties wishing to sell certain goods or services to the Vancouver Group. For further certainty, a Non-Competitive Sponsorship Arrangement, as that term is defined in the Sponsorship Policy, is not an Un-Solicited Proposal under this Policy.

**Zero Carbon:** Eliminating the dependence on fossil fuels and minimizing the release of greenhouse gases by reducing energy demand and converting to renewable energy sources and low carbon fuels.

**Zero Waste:** Eliminating solid waste by reducing the demand for new goods and materials, reusing old goods, materials and component parts and recycling and composting remaining materials. Residual waste is minimal.

## H. POLICY STATEMENTS

### 1 Goals

- 1.1 Ensure an open, transparent, competitive procurement process that:
  - (a) provides Best Value for the Vancouver Group and its citizens;
  - (b) minimizes Total Cost of Ownership;
  - (c) incorporates wherever possible, sustainable and ethical procurement considerations as integral evaluation components considerations in supply selection; and
  - (d) applies leading practices; risk mitigation strategies and strong financial controls to the procurement process.
- 1.2 Ensure compliance with the City's policies and by-laws, the *Vancouver Charter*, *Police Act*, *Public Library Act*, collective agreements, inter-provincial, national, and international trade agreements that are binding on the City and all other provincial and federal laws and regulations that apply to the procurement of goods, services and construction.

- 1.3 Maximize Best Value and minimize Total Cost of Ownership by:
  - (a) ensuring that the Vancouver Group utilizes Supply Chain to conduct all Calls and wherever possible avoid sole source Contracts and avoid Calls that do not utilize the expertise of Supply Chain; and
  - (b) ensuring that the terms of Contracts, and the frequency with which the Vancouver Group undertakes competitive Calls for each category of goods, services or construction is optimized to obtain Best Value and minimize Total Cost of Ownership.

## 2 References

- 2.1 This policy must be read and applied in conjunction with the following related policies:
  - (a) Capital Budget Policy ([ADMIN-005](#));
  - (b) Code of Conduct Policy ([AE-028-1](#));
  - (c) Corporate Purchasing Cards Policy and Procedure ([AF-010-01](#));
  - (d) Energy Efficiency Purchasing Policy ([AF-013-01](#));
  - (e) Ethical Purchasing Policy ([AF-014-01](#));
  - (f) Operating Budget Policy ([ADMIN-004](#));
  - (g) Sponsorship Policy ([COUN-029](#)); and
  - (h) Supplier Code of Conduct ([AF-014-01-P1](#)).

## 3 City Solicitor Requirements

- 3.1 All Contract, Call, and Award documents, will be on standardized templates with standard terms and conditions approved by the City Solicitor. Any deviation from the standardized terms and conditions or any material deviation from the approved use of such documents requires the prior review and approval of the City Solicitor.
- 3.2 The concurrence of the City Solicitor is required on the Award of any Contract which has a Total Price in excess of \$2,000,000.
- 3.3 Any continuous or repetitive series of Contracts that appear to be structured so as to avoid the approval requirements set out in this policy will be reviewed by the Chief Procurement Officer and reported to the City Solicitor.



#### **4 Competitive Bidding and Maximum Contract Term**

##### **4.1 General Policy is Open, Public Competitive Procurement**

Except where otherwise permitted in this policy, the Vancouver Group will procure all Contracts through an open, public, competitive Call.

##### **4.2 General Policy is to Limit Contract Term to Maximize Competitiveness**

In furtherance of Sections 1, 3.1 and 12, the Chief Procurement Officer will set the Maximum Contract Term for each Call, in consultation with the Department Head. For proposed Maximum Contract Terms of ten (10) years or greater, such terms will be approved by Bid Committee before Calls being issued by the Chief Procurement Officer. In the event of any disagreement, the Bid Committee will determine the Maximum Contract Term.

##### **4.3 No Public Call on Purchases \$75,000 (\$200,000 for Construction) or Less**

The Chief Procurement Officer will endeavor to obtain three bids for Contracts that are expected to have a Total Price of no more than \$75,000 for goods and services and no more than \$200,000 for construction. The Chief Procurement Officer's office may obtain prices from internal price records or sources or solicit prices from known suppliers.

##### **4.4 Public Calls on Purchases over \$75,000 (\$200,000 for Construction)**

The Chief Procurement Officer will endeavor to procure Contracts that are expected to have a Total Price of more than \$75,000 for goods and services and more than \$200,000 for construction through a public Call. Solicitation will be by way of posting the Call particulars through an electronic bidding system accessible to the general public. In addition to posting through the electronic means, local, regional, national, or international advertising may be carried out at the discretion of the Chief Procurement Officer where it is deemed appropriate.

#### **5 Call Issuance Authority and Commitment Authority Limits**

5.1 Except where expressly granted under this policy or the Sponsorship Policy, only the Council or Board having jurisdiction has Commitment Authority, Signing Authority, or the authority to issue a Call.

5.2 Subject to Section 5.3, the Chief Procurement Officer has the exclusive authority to issue any Call once Funding Authority is established. However, for any Call that is designed to procure multiple Contracts (for example requests for standing offers, requests for applications, multiple vendors or split Awards) which are reasonably estimated to exceed \$750,000 in aggregate, such Calls will be approved by the Bid Committee before being issued by the Chief Procurement Officer with subsequent Commitment Authority and Signing Authority for each Award being authorized in accordance with Table 1.

- 5.3 Despite Section 5.2, the authority to issue any Call for a Sponsorship is governed by Sections 6(7.2) and 6(10.1) of the Sponsorship Policy.
- 5.4 Each of the following members or committee of the Vancouver Group set out in Table 1 below has the following Commitment Authority, subject to the following conditions:
- (a) The Contract does not exceed the Total Price indicated in Table 1 below for the member or committee.
  - (b) The Contract term does not exceed the Maximum Contract Term.
  - (c) There is Funding Authority for the Contract.
  - (d) The member or committee or the Chief Procurement Officer has determined in good faith that the Contract represents Best Value to the Vancouver Group based on the criteria set out in the Call documents.
  - (e) Where the Total Price is over \$2,000,000, the City Solicitor has concurred on the Award.

**Table 1 - Commitment Authority and Signing Authority**

<b>Total Price</b>	<b>Commitment Authority (Award to be approved by all, not just one of the named below)</b>	<b>Signing Authority (Contract to be signed by all - not just one of the below)</b>
Up to \$200,000	<ul style="list-style-type: none"> <li>• SCM Manager; and</li> <li>• Department Manager</li> </ul>	<ul style="list-style-type: none"> <li>• SCM Manager</li> </ul>
\$200,001 - \$500,000	<ul style="list-style-type: none"> <li>• SCM Manager; and</li> <li>• Department Director; and</li> <li>• Chief Procurement Officer</li> </ul>	<ul style="list-style-type: none"> <li>• SCM Manager; and</li> <li>• Chief Procurement Officer</li> </ul>
\$500,001 - \$750,000	<ul style="list-style-type: none"> <li>• SCM Manager; and</li> <li>• Department Head; and</li> <li>• Chief Procurement Officer</li> </ul>	<ul style="list-style-type: none"> <li>• SCM Manager; and</li> <li>• Department Head; and</li> <li>• Chief Procurement Officer</li> </ul>
\$750,001 - \$2,000,000	<ul style="list-style-type: none"> <li>• Bid Committee</li> </ul>	<ul style="list-style-type: none"> <li>• SCM Manager; and</li> <li>• Department Head; and</li> <li>• Chief Procurement Officer</li> </ul>
Greater than \$2,000,000	<ul style="list-style-type: none"> <li>• Council</li> </ul>	<ul style="list-style-type: none"> <li>• Department Head; and</li> <li>• Chief Procurement Officer; and</li> <li>• City Solicitor</li> </ul>

- 5.5 Awards that do not meet the criteria set out in Section 5.3 must be approved by the City Manager if Total Price is \$750,000 or less and by Council if over \$750,000.

## 6 Signing Authority

- 6.1 Contracts that required the approval of the City Solicitor pursuant to Section 3 must be signed by the City Solicitor in addition to the authorized signatories referred to in Table 1.

## 7 Change Orders (and any Other Changes to Contracts)

- 7.1 This Section sets out the limited authority to make any change to any Contract governed by this policy.

- 7.2 The authority set out in this Section is separate and apart from Funding Authority restrictions on capital and operating budget transfers.

### 7.3 Under Limit Changes

Where a change to a Contract will increase the Total Price but not in excess of the Funding Authority and the change in Total Price will *not* exceed the materiality thresholds set out in Table 2 below (in the aggregate taking into account all prior changes), the change will be authorized if one of the following conditions are met:

- (a) The change is on a form or template approved by the City Solicitor and then completed and approved to the satisfaction of the Chief Procurement Officer; or
- (b) The change is on a form or template completed and approved in its completed form by the City Solicitor.

### 7.4 Over Limit Changes

Where a change to a Contract will increase the Total Price but not in excess of the Funding Authority and the change in Total Price *will* exceed the materiality thresholds set out in Table 2 below (in the aggregate taking into account all prior changes), the change will be authorized if the following conditions are met:

- (a) The change is on a form or template:
  - (i) approved by the City Solicitor and then completed and approved to the satisfaction of the Chief Procurement Officer; or
  - (ii) completed and approved in its completed form by the City Solicitor,and
- (b) The change document is approved and signed by the Vancouver Group person or body set out in Table 1 as having the requisite Commitment Authority and Signing Authority for the change (except

that “Total Price” is to be read as “change in Total Price” for the purposes of this Section).

**Table 2 - Materiality Thresholds**

<b>Original Total Price</b>	<b>Materiality Thresholds</b>
Under \$500,000	15% of original Total Price
\$500,000 or More	10% of original Total Price

7.5 Limits are Cumulative

The materiality thresholds set out in Table 2 are cumulative and apply to all changes to the Total Price over the term of the Contract and not merely to each individual change.

7.6 Over Funding Authority

Changes to Contracts that increase the Total Price beyond the Funding Authority require further Funding Authority prior to being authorized under this Section 7.

**8 Contract Renewals / Extensions**

8.1 Contracts may not be Extended past the Maximum Contract Term except in accordance with this Section 8.

8.2 Contracts may only be Extended where one of the following conditions are met:

- (a) The Extension is a Permitted Sole Source.
- (b) There is (or is about to be) a new Call for the goods or services being provided under the expiring Contract and the Extension is approved by the Chief Procurement Officer so as to provide time to complete the new Call.

**9 General Exceptions to Competitive Process - Permitted Sole Source**

9.1 Permitted Sole Source

Notwithstanding Section 4.1, competitive bidding is not required and a Contract may be sole sourced (“Permitted Sole Source”) if:

- (a) ***Urgent Life & Safety Matter*** - all of the following conditions have been met:
  - (i) the City Manager (if the Total Price exceeds \$500,000) or the Department Head (if the Total Price is not more than \$500,000) has determined that goods, services or construction are urgently required and bypassing the City’s competitive procurement process is, in the City

- Manager's/Department Head's determination, reasonably necessary to protect human, animal or plant life or health;
- (ii) the Chief Procurement Officer has received written confirmation of the City Manager's/Department Head's determination in Section 9.1(a)(i);
  - (iii) The Chief Procurement Officer posts (as soon as practical in the circumstances) a Notice of Contract on the City web-site or such other public forum as the Chief Procurement Officer may deem appropriate, advertising the City's decision to enter into a Contract without a public competitive procurement process
  - (iv) The form of Contract has been approved by the City Solicitor; and
  - (v) The Contract is approved and executed in accordance with Table 1 (Commitment Authority and Signing Authority) according to the Total Price of the sole source Contract, except that where the approving authority is City Council or Bid Committee, the Contract may instead be approved and signed by the City Manager and Chief Procurement Officer (if over \$500,000) or Department Head and Chief Procurement Officer (if not over \$500,000),
- (b) ***Single-Supplier or Other Exigent Circumstances Precluding an Effective Competitive Procurement*** - all of the following conditions have been met:
- (i) The Chief Procurement Officer or City Solicitor has determined that the contemplated sole source will obtain Best Value for the Vancouver Group and will not violate any applicable trade agreement governing the Vancouver Group;
  - (ii) The Chief Procurement Officer has posted (for at least 14 days or such longer period as the Chief Procurement Officer considers appropriate in the circumstances) a Notice of Intent to Contract on the BC Bid and/or City web-site or such other public forum as the Chief Procurement Officer may deem appropriate, advertising the City's intent to enter into a contract without a public competitive procurement process (except where the contemplated sole source is of a confidential or privileged nature and disclosure could reasonably be expected to compromise Vancouver Group confidentiality, cause adverse economic consequences, or otherwise be contrary to the public interest);
  - (iii) No complaints or concerns have been lodged in response to the Notice of Intent to Contract referred to in Section 9.1(b) (or if there have been any such communications, the person or body referred to in Table 1 as having the requisite

Commitment Authority has reviewed such communications and has authorized the sole source to proceed);

- (iv) The form of Contract has been approved by the City Solicitor; and
  - (v) The Contract is approved and executed in accordance with Table 1 as to Commitment Authority and Signing Authority according to its Total Price;
- (c) Where the Total Price does not exceed \$10,000, the Contract is on a Law-approved template or otherwise approved by the City Solicitor, and the Chief Procurement Officer is satisfied that the Total Price is Best Value;
- (d) The purchase is of 'goods via auction', used goods or distress sale goods, the Chief Procurement Officer is satisfied that the Total Price is Best Value, the terms of the Contract have been approved by the City Solicitor, and the Contract has been approved and executed in accordance with Table 1 as to Commitment Authority and Signing Authority according to its Total Price; or
- (e) The sole source purchase is made by a Vancouver Group employee using an employee credit card in strict accordance with the Vancouver Group's policy on the use of such credit cards. See the Corporate Purchasing Cards Policy ([AF-010-01](#)).

## 10 Monitoring, Review and Reporting

- 10.1 Application of the City's Procurement Policy will be monitored and reviewed by the Chief Procurement Officer, who will annually report to the Corporate Leadership Team and City Council on the procurement activities of the Vancouver Group for the previous year.

## 11 Sustainable and Ethical Procurement

- 11.1 Sustainable and Ethical Procurement aligns the Vancouver Group's overall approach to procurement with its Corporate Long-Term Priorities related to people, prosperity and the environment as expressed in the Corporate Strategic Business Plan.
- 11.2 The Vancouver Group intends to formally recognize and reward within the supplier selection process excellence and innovation among suppliers who demonstrate leadership in sustainability, environmental stewardship and fair labour practices.
- 11.3 The Vancouver Group is committed to safe and ethical workplaces, where human and civil rights are respected. The Vancouver Group will endeavor to ensure that all its suppliers meet and where possible, exceed the performance standards outlined in the Supplier Code of Conduct.

- 11.4 The Vancouver Group is committed to maximizing benefits to the environment and minimizing costs to the Vancouver Group through product and service selection. The Vancouver Group will set minimum specifications for goods and services that achieve environmental benefits such as increased energy and resource efficiency, reduced toxicity and pollution, reduced carbon dependency, zero waste and other environmental attributes. Minimum specifications for key product and services categories will be maintained and updated and periodically presented to Council for endorsement.
- 11.5 The Vancouver Group will use, where appropriate, an evaluation model that incorporates the Total Cost of Ownership of products and services including environmental, social and economic costs and benefits (where reasonably quantifiable). These costs will be factored into the vendor pricing, evaluation and selection process.
- 11.6 The Vancouver Group will give preference where feasible, to products and services that represent a non-carbon alternative, are carbon neutral or that minimize greenhouse gas emissions and thereby contributes to reducing the carbon footprint of the Vancouver Group.
- 11.7 The Vancouver Group will work collaboratively with suppliers to advance environmental performance of products and services and ensure compliance with the Vancouver Group's Supplier Code of Conduct.
- 11.8 The Vancouver Group will select suppliers based on value for money both in terms of the supplier's overall social and environmental performance and the social and environmental attributes of the goods and/or services. Efforts to reduce the overall environmental impacts of their operations and any efforts to advance sustainable and ethical purchasing in the marketplace, above and beyond the minimum requirements of this policy.
- 11.9 Within the limits set out by applicable trade and investment legislation, and the *Vancouver Charter*, the Vancouver Group will seek to identify opportunities where procurement activities may serve to leverage the Vancouver Group goals related to local economic development and, in particular, support the development of an environmentally sustainable local economy. The Vancouver Group will actively work with the supplier community and economic development agencies to identify and capitalize on such opportunities and catalyze industry relationships through hosting supplier forums, creating opportunities for dialogue with existing and potential suppliers and related outreach programs.
- 11.10 Where opportunities exist, the Vancouver Group will work with other organizations (e.g. municipalities) on monitoring and verification processes to ensure suppliers adhere to all applicable legal requirements and trade agreements.

**11A Living Wage**

11A.1 This Section 11.A shall apply to service Contracts where:

- (a) the estimated annual value of the Contract is greater than \$250,000;
- (b) the services are to be performed on properties owned by or leased to the City, including all streets, sidewalks and other public rights of way; and
- (c) the services are provided on a regular, ongoing basis and the contractor is expected to perform the services for greater than 120 hours per year of the Contract,

but shall exclude:

- (d) emergency or non-recurring repairs or maintenance services where no standing Contract is in place;
- (e) services performed by organizations pursuant to a lease of City property; and
- (f) Contracts with social enterprises.

11A.2 The Chief Procurement Officer shall ensure that all Contracts that meet the criteria set out in Section 11A.1 require the contractor to:

- (a) pay no less than the Living Wage to all Living Wage Employees
- (b) provide the City with sufficient audit rights to confirm compliance with Section 11A.2(a); and
- (c) ensure that the requirements of Section 11A.2(a) and 11A.2(b) also apply to any of the contractor's subcontractors.

11A.3 Any exception to this Section 11A must be approved in writing by the General Manager of Finance following a request from the Chief Procurement Officer.

**12 Bid Committee and Chief Procurement Officer****12.1 Establishment of the Bid Committee**

The Bid Committee will be established which will consist of the following representation:

- (a) the City Manager;
- (b) the Director of Finance; and



- (c) any Department Head whose budget will be totally or partially funding the recommended Award that is before the Committee at any given meeting (a “**Voting Department Head**”).
- 12.2 A Voting Department Head is only entitled to vote in respect of an Award that will be totally or partially funded by that Department Head’s budget.
- 12.3 A quorum of the Bid Committee will be two voting members.
- 12.4 All business and decisions of the Bid Committee will be posted on a publicly available source subject to the confidentiality provisions of the Call documents, the *Freedom of Information and Protection of Privacy Act*, and any other applicable law.
- 12.5 Authority of the Bid Committee
- Subject always to the limits set out in Table 1, the Bid Committee is authorized to make an Award of a Contract(s) in respect of a Call, if all of the following conditions are met:
- (a) the Chief Procurement Officer, after consulting with the Voting Department Head(s) has recommended the Award in the report submitted as being in compliance with the terms of the Call; and
- (b) all voting members of the Bid Committee who are present at the meeting vote in favor of the Award.
- 12.6 Extended Authority of Bid Committee During Council Recess
- Where an Award is required to be authorized by Council and is being considered for approval by Bid Committee at a time when Council is not scheduled to meet for another 4 weeks (as measured from the date the matter is brought to Bid Committee) such as for example (but without limitation) during the summer recess or winter holiday recess, the Bid Committee is authorized to make the Award on behalf of Council.
- 12.7 If the Bid Committee makes an Award under Section 12.6, the Award will be reported by the Chief Procurement Officer to Council at the next scheduled Council meeting.
- 12.8 The Bid Committee will meet on an as needed basis to make Awards. Any Award may be referred to Council/Board at any time in the Bid Committee’s sole discretion.
- 12.9 Chief Procurement Officer
- The Chief Procurement Officer will have the authority and be responsible for:
- (a) Determining, in accordance with policies and directives as may be adopted or provided from time to time by Council, the appropriate form and method by which all goods, services and construction will

- be procured and by which surplus assets will be disposed of on behalf of the City, including the form of any Call document or Contract (provided it is also approved by the City Solicitor), the circumstances and means for the pre-selection of goods and services, the pre-qualification of Bidders, and the delegation to any Vancouver Group member of any aspect of the procurement process.
- (b) Compiling and maintaining a compendium of all policies adopted by the Vancouver Group from time to time affecting the procurement process and communicating such policies to Bidders and all staff involved in the procurement process.
  - (c) The solicitation of Bids for the acquisition of goods, services or construction; the disposition of surplus assets; as well as real property dispositions related to ITOs.
  - (d) Determining the method and scope of solicitation, including, without limitation, by public advertising, mailing invitations, posting notices, telecommunicated messages or any combination or all of these.
  - (e) Scheduling the place, date and time for the receipt and opening of Bids.
  - (f) Determining whether recommendations for an Award should appropriately go to the Bid Committee or Council or Board as the case may be and as determined by this policy.
  - (g) Reporting to the Bid Committee on all Bids where the Bid Committee has authority to make an Award.
  - (h) Providing advice and support to the Bid Committee.
  - (i) Reporting on, along with the Voting Department Head, all Bids which must be reported to Council or the appropriate Board.
  - (j) Generally monitoring, supervising and reporting to the City Leadership Team as required from time to time, on the procurement process.
  - (k) Acting on behalf of other public bodies when requested to do so by such bodies and where authorized by this policy or Council.
  - (l) Drafting and finalizing procedures and guidelines in respect of any aspect of the procurement process, including any of the listed responsibilities of the Chief Procurement Officer in this Section, and ensuring appropriate communication of such procedures and directives to staff and to the public.
  - (m) Undertaking a comprehensive review of this policy and all policies affecting the procurement process every five years.

### 12.10 Authority of Chief Procurement Officer to Pre-Select and to Pre-Qualify

The Chief Procurement Officer will be authorized to determine:

- (a) The selection of specified equipment and materials, if required in the opinion of the Department Head, for incorporation in any Call; and
- (b) In consultation with the Voting Department Head, those Bidders meeting the requirements of any pre-qualification Call as a basis for the issuance of any subsequent Call for the submission of Bids.

### 12.11 Chief Procurement Officer and Opening of Responses

- (a) Responses received by the Chief Procurement Officer in the location specified in the Call before the time stipulated for receipt will be opened by the Chief Procurement Officer or designate at the time and location specified in the Call, and the names of the Bidders will be recorded.
- (b) The prices contained in Bids will also be recorded but only where deemed appropriate in the sole discretion of the Chief Procurement Officer.

### 12.12 Cancellation of Calls

The Chief Procurement Officer will be authorized to cancel any Call (including those with respect to Sponsorships as defined in the Sponsorship Policy) where:

- (a) there is a request by the Voting Department Head and responses are greater than the Funding Authority for the Award in respect of the Call; or
- (b) in the opinion of the Chief Procurement Officer or the Voting Department Head:
  - (i) a change in the scope of work or specifications is required and therefore a new Call should be issued; or
  - (ii) the goods, services or construction to be provided by the Call no longer meet the Vancouver Group's requirements; or
- (c) in the opinion of the Chief Procurement Officer the integrity of the Call process has been compromised.

## 13 **Surplus Asset Disposal**

- 13.1 If any materials or equipment owned by the Vancouver Group are declared by the Department Head having control over them to be surplus to present and future department requirements, and are declared by the Chief Procurement Officer to be surplus to present and future corporate

requirements, the Chief Procurement Officer may either dispose of the materials or equipment by public auction or solicitation deemed appropriate by the Chief Procurement Officer in the circumstances.

- 13.2 Funds received for the disposal of surplus materials and equipment will be credited back to the Vancouver Group cost center where the asset originated from prior to being declared surplus.
- 13.3 In exceptional circumstances, surplus assets may be transferred gratuitously to a not-for-profit organization or public agency or sold at less than fair market value when, in the opinion of the Chief Procurement Officer, such action serves the public interest better than sale on the open market, provided always that the Contract transferring the asset is signed by the City Manager and City Solicitor.
- 13.4 Surplus assets will be segregated for reuse or recycling and those, which are classified as electronic waste, will be recycled according the appropriate governing guidelines for e-waste and in a manner that ensures that toxic products are not sent to landfill.

#### **14 Co-operative Purchasing**

- 14.1 The Chief Procurement Officer may participate in Co-operative Purchasing.
- 14.2 All Call documents and Contracts relating to Co-operative Purchasing must be reviewed and approved by the City Solicitor prior to the Chief Procurement Officer participating in a Co-operative Purchasing process.
- 14.3 Subject to Sections 14.1 and 14.2, the provisions of this policy apply to the rights and obligations assumed by the Vancouver Group with respect to any Co-operative Purchasing process.

#### **15 Un-Solicited Proposals**

- 15.1 All Un-Solicited Proposals are to be forwarded to and reviewed by the Chief Procurement Officer.
- 15.2 The Chief Procurement Officer must review each Un-Solicited Proposal and assess same applying the following criteria:
  - (a) the Un-Solicited Proposal appears to offer something unique or innovative that the Vancouver Group does not typically acquire by way a Call; and
  - (b) the Un-Solicited Proposal appears to offers something that is aligned with the City's corporate and policy goals.
- 15.3 Where the Un-Solicited Proposal does not, in the Chief Procurement Officer's view, satisfy both of the criteria in Section 15.2, it will be rejected and notice of same to the third party who submitted it will be issued by the Chief Procurement Officer.

- 15.4 Where the Un-Solicited Proposal does, in the Chief Procurement Officer's view, satisfy both of the criteria in Section 15.2, it will be forwarded to the Department Head and / or an appropriate committee for comment and decision.
- 15.5 Upon receipt of a report pursuant to Section 15.4, the Department Head and / or an appropriate committee will review and then decide to either:
  - (a) not pursue the proposal;
  - (b) instruct the Chief Procurement Officer to issue a Call seeking market responses to the goods and services being offered; or
  - (c) instruct the Chief Procurement Officer to pursue the Un-Solicited Proposal as a Permitted Sole Source.

## 16 Real Estate Dispositions

- 16.1 Except as set out in this Section 16, this policy applies to all ITO Real Estate Dispositions, with all such changes as are necessary to apply this policy to a disposition as opposed to an acquisition.
- 16.2 Subject to Section 16.3, the Chief Procurement Officer will have sole conduct of the administration of all ITO Real Estate Dispositions from issuance of the Call document through to issuance of an Award.
- 16.3 The General manager of Real Estate will have sole conduct and responsibility for all ITO Real Estate Dispositions during all phases not referred to in Section 16.2. All Call documents (including the evaluation matrix) and Contracts relating to ITO Real Estate Dispositions must be prepared, reviewed and approved by the City Solicitor and General Manager of Real Estate (or equivalent if an external Board) prior to submitting same to the Chief Procurement Officer.
- 16.4 The Chief Procurement Officer may be consulted on all aspects of the ITO Real Estate Disposition not referred to in Section 16.2 and must review and approve all Call documents (including the evaluation matrix) and Contracts upon receipt of same from the General Manager of Real Estate and City Solicitor.
- 16.5 Pursuant to Section 190 of the *Vancouver Charter* and related Council policy, all ITO Real Estate Dispositions involving sales of real property in excess of \$400,000 must be approved by 2/3 vote of Council and all other ITO Real Estate Dispositions must be approved in accordance with this and any other related Council policy prior to issuance of the Call documents and prior to any Award.

## I. APPROVAL HISTORY

<b>ISSUED BY:</b>	Director of Finance	<b>APPROVED BY:</b>	Council	<b>DATE:</b>	2009/12/15
<b>AMENDED BY:</b>	Director of Finance	<b>APPROVED BY:</b>	Director of Finance	<b>DATE:</b>	2010/02/26
<b>AMENDED BY:</b>	Director of Supply Chain Management	<b>APPROVED BY:</b>	City Manager	<b>DATE:</b>	2010/06/08
<b>AMENDED BY:</b>	Director of Supply Chain Management	<b>APPROVED BY:</b>	Council	<b>DATE:</b>	2018/04/17
<b>AMENDED BY:</b>	Director of Supply Chain Management	<b>ENDORSED BY:</b>	Auditor General Committee (2022/07/15)	<b>DATE:</b>	2022/10/25
		<b>APPROVED BY:</b>	Council		