



## POLICY

<b>POLICY TITLE</b>	<b>410-PROCUREMENT OF GOODS AND SERVICES</b>
<b>Category</b>	400-Contractual Relationships and Purchased Services
<b>Sub-Category</b>	
<b>Effective Date</b>	12/03/2007

### Purpose

This Policy is established according to the Ontario Management Board of Cabinet's [Broader Public Sector \(BPS\) Procurement Directive, 2011](#) that is applicable to Peel CAS as one of the designated broader public sector organizations under section 12 of the [Broader Public Sector Accountability Act, 2010, S.O. 2010, c. 25](#). As of 2019, [Interim Measures](#) have been implemented that specifically apply to procurements valued over \$100,000, but not to procurements for construction work.

The purpose of the Policy is:

- To ensure that publicly funded goods and services, including construction, consulting services, and information technology are acquired by Peel Children's Aid (Peel CAS) through a process that is open, fair, and transparent;
- To outline responsibilities of Peel CAS throughout each stage of the procurement process; and
- To ensure that procurement processes are managed consistently in Peel CAS.

### Application and Scope

The scope of this policy covers all of Peel CAS' financial administration. This policy applies to Peel CAS and its:

- Employees;
- Board members;
- Volunteers; and
- Consultants and contractors engaged by Peel CAS.

### Scope

- This policy applies to Procurement of all goods and services (including construction, consulting services, and Information Technology) required to meet the agencies' needs.

- For a complete list of exemptions and out of scope goods and services, refer to section 6 “Exceptions and Exemptions”.

## 1. PRINCIPLES

This Policy is based on the five key principles that allow Peel CAS to achieve value for money while following a procurement process that is fair and transparent to all stakeholders:

- **Accountability**  
Peel CAS must be accountable for the results of their procurement decisions and the appropriateness of the processes.
- **Transparency**  
Peel CAS must be transparent to all stakeholders. Wherever possible, stakeholders must have equal access to information on procurement opportunities, processes and results.
- **Value for Money**  
Peel CAS must maximize the value they receive from the use of public funds. A value-for-money approach aims to deliver goods and services at the optimum total lifecycle cost.
- **Quality Service Delivery**  
Front-line services provided by Peel CAS, such as teaching and patient care, must receive the right product, at the right time, in the right place.
- **Process Standardization**  
Standardized processes remove inefficiencies and create a level playing field.

## 2. SUPPLY CHAIN CODE OF ETHICS (CODE)

Peel CAS adopts the Ontario Broader Public Sector (BPS) Supply Chain Code of Ethics. The policy intent is to establish that the conduct of all Members of Peel CAS involved with Supply Chain Activities must be in accordance with the Code.

The Code must be made available and visible to all Members of Peel CAS, as well as suppliers and other stakeholders involved with Supply Chain Activities.

The Code does not supersede codes of ethics that Peel CAS has in place but supplements such codes with supply chain-specific standards of practice.

### Ontario BPS Supply Chain Code of Ethics

**Goal:** To ensure an ethical, professional and accountable BPS supply chain.

- Personal Integrity and Professionalism**  
Individuals involved with Supply Chain Activities must act, and be seen to act, with integrity and professionalism. Honesty, care and due diligence must be integral to all Supply Chain Activities within and between BPS organizations, suppliers and other stakeholders. Respect must be demonstrated for each other and for the environment. Confidential information must be safeguarded. Participants must not engage in any activity that may create, or appear to create, a conflict of interest, such as accepting gifts or favours, providing preferential treatment, or publicly endorsing suppliers or products.
- Accountability and Transparency**  
Supply Chain Activities must be open and accountable. In particular, contracting and purchasing

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

**iii. Compliance and Continuous Improvement**

Individuals involved with purchasing or other Supply Chain Activities must comply with this Code of Ethics and the laws of Canada and Ontario. Individuals should continuously work to improve supply chain policies and procedures, to improve their supply chain knowledge and skill levels, and to share leading practices.

**3. STANDARDS**

**General**

3.1 The overall objective is to acquire and supply at the right time and in the most economical manner the goods, services and consulting services needed to meet Peel CAS's requirements in keeping with the following principles:

- *Planning* – Goods, services and consulting services shall be acquired only after consideration of needs, alternatives, timing and the overall society supply strategy.
- *Acquiring* – Goods, services and consulting services shall be acquired from qualified vendors as outlined in this Policy to meet specified needs and to achieve, at the best price/cost value for money. When acquiring goods, services and consulting services, in addition to the price offered, the following factors should be taken into consideration: quality, quantity, delivery, servicing, warranty, recurring costs (in operating, training and maintenance), environmental sustainability, value and cost on future disposal, the payment terms, experience or reference from reliable source on the performance, liability insurance coverage, ability to be sensitive to children in care, and the financial capability of the vendor.
- *Managing* – Once procured, goods, services and consulting services shall be managed efficiently, effectively and economically. The results achieved by the goods and services shall be evaluated periodically in accordance with the terms and conditions of the purchase agreement.

Goods, services and consulting services must be acquired through competitive and non-competitive processes (as outlined in this Policy) that seeks to achieve the best value for the funds expended to meet the specific needs and to promote fair dealings and equitable relationships with vendors.

3.2 Under no circumstances may a project, procurement or contract be artificially subdivided to avoid any requirements of this Policy.

**Responsible Management**

3.3 Peel CAS must establish appropriate organization structures, systems, processes and procedures, including regular staff training to enable responsible and effective management of the procurement of goods, services and consulting services in accordance with the mandatory requirements of this Policy.

3.4 Any exemptions from this Policy require the prior approval of the Chief Executive Officer, and the rationale for the exemption must be clearly documented.

Exemption rationales are to incorporate the principles of planning, acquiring and managing outlined in Section 3.1, and the planning activities outlined in Sections 3.7 and 3.8 of this Policy.

3.5 Delegation of authority for approval of all procurements in Peel CAS is outlined in [Appendix A: Procurement Activity and Delegation of Authority](#). Peel CAS *Financial Management Policy #251 (BANKING OPERATIONS AND HANDLING OF CASH)* identifies additional delegation requirements, including limitations on authority.

3.6 In managing procurement contracts:

- All payments must be in accordance with contractual provisions;
- All payments for expense reimbursement must be in accordance with Peel CAS *Financial Management Policy #262 (TRAVEL, MEAL AND HOSPITALITY EXPENSES)*;
- Any overpayments must be recovered wherever possible;
- All assignments must be properly documented;
- Vendor performance for contracts above \$50,000.00 must be reviewed against pre-determined evaluation criteria and documented for future reference and to allow performance issues to be resolved;
- All required approvals must be obtained for all changes in scope and terms and conditions of the agreement; and
- Knowledge transfer to society staff to support prudent management must take place, where applicable.

### **Planning**

3.7 Peel CAS must undertake planning as an integral part of the acquisition process. Commitments of Peel CAS funds are approved annually by the Board of Directors in the form of budgets. Authority for payments within the limitations is prescribed in [Appendix A: Procurement Activity and Delegation of Authority](#).

3.8 The following planning requirements must be addressed and documented for all procurement activities to an extent that is commensurate with the procurement value:

- Early identification of needs;
- Clear definition of requirements;
- Justification for the acquisition;
- Availability of necessary human, financial, technical and accommodation resources;
- Consideration of alternative ways to satisfy the needs and selection of the most appropriate procurement option;
- An estimate undertaken of the procurement value; and
- Necessary authorization to proceed in accordance with Peel CAS's delegation of authority.

### **Conflict of Interest**

The conflict of interest requirements set out in Section 4.24 of this Policy are required to be followed.

3.9 No Peel CAS employee or Board Director may bid on a Quotation or sell or provide goods or services to the Society.

3.10 All purchases by the Peel CAS must be for Peel CAS business only. No purchases for personal use or consumption shall be made by the Peel CAS for the employees, board directors, foster parents, or volunteers.

3.11 Peel CAS must at a minimum, include in the procurement documents provisions that:

- Define conflict of interest to include situations or circumstances that could (a) give a vendor an unfair advantage during a procurement process; or (b) compromise the ability of a vendor to perform its contractual obligations;
- Reserve the right of the Peel CAS to solely determine whether any situation or circumstance constitutes a conflict of interest;
- Require prospective vendors participating in a procurement process to declare any actual or potential conflict of interest;
- Reserve the Peel CAS's right to disqualify prospective vendors from a procurement process due to conflict of interest;
- Require vendors to avoid any conflict of interest during the performance of their contractual obligations for the Peel CAS;
- Require vendors to disclose any actual or potential conflict of interest arising during the performance of a contract;
- Reserve the right of the Peel CAS to prescribe the manner in which a vendor should resolve a conflict of interest;
- Allow the Peel CAS to terminate a contract where a vendor fails to disclose any actual or potential conflict of interest or fails to resolve its conflict of interest as directed by the Peel CAS; and
- Allow the Peel CAS to terminate a contract where a conflict of interest cannot be resolved.

3.12 All procurements for agency purchases in scope (i.e., excluding legal) must go through the procurement department. No individual should contract vendors independently of the Procurement Department. Where a contract must be signed independent of procurement, it will require sign off from 2 of the following, Directors, Director of Finance, Property and Information, CEO, or the Board Chair.

**Facility related procurements can be done by the Building Operator for up to \$25,000.00.**

#### **Contract Value Increase**

3.13 Any proposed increase to the total contract value for a procurement beyond the initially documented total contract value requires prior written approval of the appropriate delegated authority before the contract value is increased or any further procurement activity proceeds.

#### **Evaluation Process**

3.14 Peel CAS must evaluate bid responses received consistently and in accordance with the evaluation criteria, rating and methodology set out in the procurement procedure document. The evaluation of best price/cost must be undertaken after the completion of the valuation of the mandatory requirements and any other rated criteria.

#### **Defining the Requirements**

3.15 The requirements of the procurement contract must be defined properly and clearly by the Society so that potential vendors can submit valid and responsive submissions, bids and proposals and the procurement documents must include proposed contract terms and conditions.

#### **Procurement Documentation Requirements**

3.16 The procurement record retention requirements set out in section 4.23 of this Policy is to be followed. The user/requisitioning department must retain for a minimum of seven years after the end of a contract all approvals, procurement and contract management documentation, including, but not limited to:

For All Procurements

- Documentation that all required approvals were obtained by the appropriate delegation of authority;
- Information regarding any issues that arose during the procurement process, and how the issues were resolved;
- Copies of all approved contracts including the conditions under which goods, services, or consulting services are to be provided and paid for;
- Information and approval by the appropriate delegation of authority regarding all uses and the justification for the use of any exceptions to the Peel CAS's policy pertaining to the procurement of goods, services and consulting services;
- Information regarding all changes to the terms and conditions of a contract, including any changes that resulted in an increase in the contract price;
- Information regarding all disputes or vendor complaints regarding the procurement and the resolution of the disputes or vendor complaints;
- Evidence of receipt of goods/deliverables; and
- Detailed invoices that allow the assessment of the appropriateness and reasonableness of amounts billed.

For all Procurements of value \$5,000 and up

The following information must be retained:

- A copy of the procurement justification;
- Copies of all contract award notifications;
- Justification for the recipient of the contract, the date of award and the total contract value; and
- A copy of the completed Quotation/Bidding Summary shall be provided to the Finance department for cheque processing purposes.

For all Procurements of value \$25,000 and up

The following information must be retained:

- Information regarding all vendor consultations, if any, including any requests for information, undertaken in the development of the procurement justification or business case or request for qualifications, quotations, proposals or tenders;
- For the successful vendor(s), conflict of interest declaration in accordance with this Policy; and
- Information regarding the management of the vendor, including how the vendor's performance was monitored and managed and, where applicable, mechanisms used to transfer knowledge from the vendor to Peel CAS staff.

Specifically for Open Competitive and Invitational Procurements

The following information must be retained:

- A copy of the procurement justification or business case;
- Copies of all requests for qualifications, quotations, proposals and tenders used to qualify and select the vendor; and
- Information regarding all vendor debriefings.

#### 4. MANDATORY REQUIREMENTS

Peel CAS must comply with the following 25 mandatory requirements set forth in the BPS Procurement Directive.

##### 4.1. Mandatory Requirement #1: Segregation of Duties

Peel CAS must segregate as per schedule below at least three of the five functional procurement roles: Requisition, Budgeting, Commitment, Receipt and Payment. Responsibilities for these roles must lie with different departments or, at a minimum, with different individuals.

Functional Role	Responsibility	Accountable Party
Requisition	Initiate the commencement of a procurement process, and/or carry out the procurement process	User/requisitioning department requesting the product or service, and/or conducting the procurement. The individual who has authority to approve the initiation of purchases are defined in <a href="#">Appendix A: Procurement Activity &amp; Delegation of Authority</a>
Budgeting	Confirm that funding is available to cover the cost of the order arising from requisition, and authorize the supplier invoice for payment upon confirmation of receipt	Departmental budget holder
Commitment	Approve the result of the procurement process and authorize the release of the order to the supplier under agreed contract terms	The individual who has authority to commit funds (through approval of Purchase Orders and Contracts) are defined in <a href="#">Appendix A: Procurement Activity &amp; Delegation of Authority</a> .
Receipt	Verify and confirm that the order was physically received, correct and complete	Individual/Department receiving the goods or services
Payment	Process and authorize the release of payment to the supplier	Processed by Accounts Payable and authorized by Finance Manager in Finance Department.  Prior to release of funds, Finance to ensure appropriate approval has been provided by the authorized individual defined in <a href="#">Appendix A: Procurement Activity &amp; Delegation of Authority</a> .

Where the Director of Finance, Property and Information is required to sign agreements for procurements made within their own department (e.g., for IT goods and services); a secondary Director (other than Director of Finance, Property and Information) is required to sign agreements.

Where it is not feasible to segregate these roles, adequate compensating controls approved by an external auditor must be put in place.

#### 4.2. Mandatory Requirement #2: Approval Authority

Peel CAS has established a procurement approval authority schedule which is defined in [Appendix A: Procurement Activity & Delegation of Authority](#).

When determining the value of procurement for approval purposes as outlined in this Policy;

- Peel CAS should not take into consideration applicable sales taxes.
- Peel CAS should determine the estimated total financial commitment of the contract, taking into account optional extensions.

Peel CAS should account for a 3 year term for annual subscriptions assuming no RFP's or changes are anticipated to take place in that time period Prior to commencement, any competitive or non-competitive procurement of goods and non-consulting services must be approved by an appropriate authority in accordance with [Appendix A: Procurement Activity & Delegation of Authority](#).

Prior to commencement, any competitive or non-competitive procurement of consulting services must be approved in accordance with [Appendix A: Procurement Activity & Delegation of Authority](#).

Peel CAS must not reduce the overall value of procurement (e.g., dividing a single procurement into multiple procurements) in order to circumvent the approval requirements, set out in [Appendix A: Procurement Activity & Delegation of Authority](#).

#### 4.3. Mandatory Requirement #3: Competitive Procurement Thresholds

Peel CAS must conduct its procurement activity based on the details set out in [Appendix A: Procurement Activity & Delegation of Authority](#).

Peel CAS must not reduce the overall value of procurement (e.g., dividing a single procurement into multiple procurements) in order to circumvent competitive procurement thresholds.

#### 4.4. Mandatory Requirement #4: Information Gathering

Where results of informal supplier or product research are insufficient, formal processes such as a Request for Information (RFI) or Request for Expression of Interest (RFEI) may be used if warranted, taking into consideration the time and effort required to conduct them.

A response to RFI or RFEI must not be used to pre-qualify a potential supplier and must not influence the chances of the participating suppliers from becoming the successful proponent in any subsequent opportunity.

#### 4.5. Mandatory Requirement #5: Supplier Pre-Qualification

The Request for Supplier Qualification (RFSQ) enables Organizations to gather information about supplier capabilities and qualifications in order to pre-qualify suppliers for an immediate product or service need or to identify qualified candidates in advance of expected future competitions.

Terms and conditions of the RFSQ document must contain language that disclaims any obligation of the agency to call on any supplier to provide goods or services as a result of pre-qualification.



4.6. Mandatory Requirement #6: Posting Competitive Procurement Documents

Calls for open competitive procurements must be made through an electronic tendering system (e.g., Biddingo: <https://www.biddingo.com/>) that is readily accessible by all Canadian suppliers. The same calls will also be posted on the Peel CAS website ([www.Peelcas.org](http://www.Peelcas.org)).

4.7. Mandatory Requirement #7: Timelines for Posting Competitive Procurements

Peel CAS must provide suppliers a minimum response time of 15 calendar days, and where possible 30 calendar days for procurement of goods and services valued at \$100,000 or more.

Peel CAS must consider providing suppliers a minimum response time of 30 calendar days for procurements of high complexity, risk, and/or dollar value.

4.8. Mandatory Requirement #8: Bid Receipt

Bid submission date and closing time must be clearly stated in competitive procurement documents. Peel CAS must set the closing date of a competitive procurement process on a normal working day (Monday to Friday, excluding provincial and national holidays).

Submissions that are delivered after the closing time must be returned unopened.

4.9. Mandatory Requirement #9: Evaluation Criteria

Evaluation criteria must be developed, reviewed and approved by an appropriate authority prior to commencement of the competitive procurement process.

Competitive procurement documents must clearly outline mandatory, rated, and other criteria that will be used to evaluate submissions, including weight of each criterion.

Mandatory criteria (e.g., technical standards) should be kept to a minimum to ensure that no bid is unnecessarily disqualified.

Maximum justifiable weighting must be allocated to the price/cost component of the evaluation criteria.

All criteria must comply with Section 4.14, Non-discrimination, of this Policy.

The evaluation criteria are to be altered only by means of addendum to the competitive procurement documents.

Peel CAS may request suppliers to provide alternative strategies or solutions as a part of their submission. Peel CAS must establish criteria to evaluate alternative strategies or solutions prior to commencement of the competitive procurement process. Alternative strategies or solutions must not be considered unless they are explicitly requested in the competitive procurement documents.

4.10. Mandatory Requirement #10: Evaluation Process Disclosure

Competitive procurement documents must fully disclose the evaluation methodology and process to be used in assessing submissions, including the method of resolving tie score.

Competitive procurement documents must state that submissions that do not meet the mandatory criteria will be disqualified.

4.11. Mandatory Requirement #11: Evaluation Team

Competitive procurement processes require an evaluation team responsible for reviewing and rating the compliant bids.

Evaluation team members must be made aware of the restrictions related to utilization and distribution of confidential and commercially sensitive information collected through the competitive procurement process and refrain from engaging in activities that may create or appear to create a conflict of interest.

Evaluation team members must sign a conflict-of-interest declaration and non-disclosure of confidential information agreement.

4.12. Mandatory Requirement #12: Evaluation Matrix

Each evaluation team member must complete an evaluation matrix, rating each of the submissions. Records of evaluation scores must be retained for audit purposes.

Evaluators must ensure that everything they say or write about submissions is fair, factual, and fully defensible.

4.13. Mandatory Requirement #13: Winning Bid

The submission that receives the highest evaluation score and meets all mandatory requirements set out in the competitive procurement document must be declared the winning bid.

4.14. Mandatory Requirement #14: Non-Discrimination

Peel CAS must not discriminate or exercise preferential treatment in awarding a contract to a supplier as a result of a competitive procurement process.

4.15. Mandatory Requirement #15: Executing the Contract

The agreement between Peel CAS and the successful supplier must be formally defined in a signed written contract before the provision of supplying goods or services commences.

Where an immediate need exists for goods or services, and Peel CAS and the supplier are unable to finalize the contract as described above, an interim purchase order may be used. The justification of such decision must be documented and approved by the appropriate authority.

Where the Director of Finance is the Administrative Spending Authority for procurements made within their own department (e.g., for IT goods and services); a secondary Director (other than Director of Finance, Property and Information) is required to sign agreements.

4.16. Mandatory Requirement #16: Establishing the Contract

The contract must be finalized using the form of agreement that was released with the procurement documents.

In circumstances where an alternative procurement strategy has been used (i.e., a form of agreement was not released with the procurement document), the agreement between Peel CAS and the successful supplier must be defined formally in a signed written contract before the provision of supplying goods or services commences.

In alignment with BPS [Interim Measures \(2019\)](#), the contract term for any new contract for goods and services valued over \$100,000, including any extensions, must not exceed two years. In cases where a new contract will exceed two years, Peel CAS may proceed with the procurement, however, a Procurement Rationale Report must be documented. This requirement does not apply to procurement for construction work or any consulting services that are included in the procurement of construction work. Refer to *Section 9.4* of this policy for information regarding the Procurement Rationale Report.

#### 4.17. Mandatory Requirement #17: Termination Clauses

All contracts must include appropriate cancellation or termination clauses. Peel CAS should seek legal advice on the development of such clauses.

When conducting complex procurements, Peel CAS should consider, as appropriate, the use of contract clauses that permit cancellation or termination at critical project life-cycle stages.

#### 4.18. Mandatory Requirement #18: Term of Agreement Modifications

The term of the agreement and any options to extend the agreement must be set out in the competitive procurement documents. An approval by an appropriate authority must be obtained before executing any modifications to the term of agreement.

Extending the term of agreement beyond that set out in the competitive procurement document amounts to non-competitive procurement where the extension affects the value and/or stated deliverables of procurement.

#### 4.19. Mandatory Requirement #19: Contract Award Notification

For procurements valued at \$100,000 or more, Peel CAS must post the contract award notification on the electronic tendering systems initially used to issue the call for procurement and on the Peel CAS website ([www.Peelcas.org](http://www.Peelcas.org)) so that is readily accessible by all Canadian suppliers. This requirement of posting the contract award notification on the Peel CAS website must be mentioned in the calls for open competitive procurements specified in Section 6.6. The notification must be posted after the agreement between the successful supplier and Peel CAS was executed. Contract award notification must list the name of the successful supplier, agreement start and end dates, and any extension options.

#### 4.20. Mandatory Requirement #20: Supplier Debriefing

For procurements valued at \$100,000 or more, Peel CAS must inform all unsuccessful suppliers about their entitlement to a debriefing.

Peel CAS must allow unsuccessful suppliers 60 calendar days following the date of the contract award notification to request a debriefing.

#### 4.21. Mandatory Requirement #21: Non-Competitive Procurement

Peel CAS should employ a competitive procurement process to achieve optimum value for money. It is recognized, however, that special circumstances may require Peel CAS to use non-competitive procurement.

Peel CAS may utilize non-competitive procurement only in situations outlined in the exemption, exception, or non-application clauses of the Canadian Free Trade Agreement (CFTA) or other trade

agreements. Section 8 of this Policy shows the exemptions and exceptions to competitive procurement requirements that are applicable in Peel CAS.

Prior to commencement of non-competitive procurement, supporting documentation must be completed and approved by an appropriate authority within Peel CAS as specified in Section 6.2 of this Policy. A Non-Competitive Approval Form must be completed and approved to formally document the rationale for the exemption or exception.

#### 4.22. Mandatory Requirement #22: Contract Management

Procurements and the resulting contracts must be managed responsibly and effectively.

Payments must be made in accordance with provisions of the contract. All invoices must contain detailed information sufficient to warrant payment. Any overpayments must be recovered in a timely manner.

Assignments must be properly documented. Supplier performance must be managed and documented, and any performance issues must be addressed.

To manage disputes with suppliers throughout the life of the contract, Peel CAS should include a dispute resolution process in their contracts.

For services, Peel CAS must:

- Establish clear terms of reference for the assignment. The terms should include objectives, background, scope, constraints, staff responsibilities, tangible deliverables, timing, progress reporting, approval requirements, and knowledge transfer requirements.
- Establish expense claim and reimbursement rules compliant with the Broader Public Sector Expenses Directive and ensure all expenses are claimed and reimbursed in accordance with these rules.
- Ensure that expenses are claimed and reimbursed only where the contract explicitly provides for reimbursement of expenses.

#### 4.23. Mandatory Requirement #23: Procurement Records Retention

For reporting and auditing purposes, all procurement documentation, as well as any other pertinent information must be retained in a recoverable form for a period of seven years.

Peel CAS must have a written policy for handling, storing and maintaining the suppliers' confidential and commercially sensitive information.

#### 4.24. Mandatory Requirement #24: Conflict of Interest

Peel CAS must monitor any conflict of interest that may arise as a result of the Members' of Peel CAS, advisors', external consultants', or suppliers' involvement with the Supply Chain Activities. Individuals involved with the Supply Chain Activities must declare actual or potential conflicts of interest. Where a conflict of interest arises, it must be evaluated and an appropriate mitigating action must be taken.

#### 4.25. Mandatory Requirement #25: Bid Dispute Resolution

Competitive procurement documents must outline bid dispute resolution procedures to ensure that any dispute is handled in an ethical, fair, reasonable, and timely fashion. Bid dispute resolution procedures must comply with bid protest or dispute resolution procedures set out in the applicable trade agreements.

In the event of any dispute or claim arising between the Peel CAS and the successful proponent as to their respective rights and obligations under the contract, either party may give the other written notice of such dispute or claim. Notifications of dispute or claim shall be made within thirty-one (31) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, the parties may between themselves agree to submit the particular matter to arbitration in accordance with the laws of the Province of Ontario. If no agreement is made before arbitration, then either party may submit the dispute to such judicial tribunal as the circumstances may require.

## 5. OTHER RELATED REQUIREMENTS

Peel CAS must conduct procurement activities according to the law in Ontario, including contract law, the law of competitive processes, privacy legislation, accessibility legislation and any other legislation as may be applicable.

Peel CAS may also be subject to various trade agreements, including but not limited to the Canadian Free Trade Agreement (CFTA) and the Ontario–Quebec Trade and Cooperation Agreement (Ontario–Quebec Agreement).

## 6. EXCEPTIONS and EXEMPTIONS

The agency should employ a competitive procurement process to achieve optimum value for money. It is recognized however that certain circumstances and activities may require an 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 exemptions, exceptions and non-applications 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 or other agency and board policies.

User/Requisitioning department must fill out the [Appendix B: Non-Competitive/Single Source/Sole Source Approval Form](#) for all procurements where exception or exemptions apply.

6.1 In case of real estate purchase and long-term leasing obligations requiring an annual commitment of more than \$25,000 per year and/or covering a longer time period more than five years that are not detailed with respect to both price and term in the approved annual budget, approval authority for which rests with the Board of Directors, all bids will be tabulated, analyzed and a report prepared for the Board of Director by the Director of Finance, Property and Information. The report recommending the award will be signed by the CEO and initialed by the Chair of the Finance Committee.

6.2 In case of emergency (means a situation where the immediate purchase of goods and services is essential to prevent serious delays in service delivery, or to restore an essential service, or to prevent or remedy damage to Peel CAS property, or to avoid personal safety be endangered), where the total cost of the emergency purchase is not included under the approved budget but **does not exceed \$50,000**, the CEO may authorize the purchase. A report will be submitted to the Board of Directors by the CEO, as soon

as possible, setting out the details of any purchases made pursuant to this authority and the circumstances justifying the action taken.

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.

6.3 Exceptions as per section IV of the [Canadian Free Trade Agreement \(CFTA\)](#) are permissible, and should be clearly documented with the appropriate approval authority.

6.4 BPS [Interim Measures \(2019\)](#) are in place and are applicable to procurements for goods, services, and consulting (excluding construction) valued at \$100k or higher. The interim measure indicate that a Procurement Rationale Report shall be prepared and submitted to the relevant funding Ministry when it is not possible or appropriate to:

- Use a VOR arrangement that is available to the organization; and/or
- Restrict contract duration to two years.

The report must be submitted at least 45 days before the procurement is released to the vendor community.

The Procurement Rationale Report can also be submitted as part of the planned procurement report or activity update report, as long as the 45-day requirement is met.

The submission of the Procurement Rationale Report does not change the authority of the organization to proceed with the procurement as planned. For clarity, once the report is submitted, the procurement can proceed.

6.5 Exceptions to this policy include procurement for items such 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 to 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
- items covered by Collective Agreement or Employment Contract and contract negotiations.

6.6 This policy does not apply to procurement of services from licensed professionals, including (but not limited to):

- Medical Doctors.
- Medical equipment prescribed by a qualified healthcare professional.
- Dentists.
- Pharmacists.
- Nurses.
- Psychologists.
- One to one behavior stabilization support.
- Lawyers.

- Communication Advertising.
- Emergency Procurements for Properties and IT up to a threshold value of \$ 10,000.

6.7 Sole Source Supply: AIT remarks the following circumstances (also known as sole source situations) as exceptions that an agency may conduct non-competitive procurement:

- a. 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;
- b. where there is an absence of competition where the goods or services can be supplied only by a particular supplier and no alternative or substitute exists;
- c. for the procurement of goods or services the supply of which is controlled by a supplier that is a statutory monopoly;
- d. for work to be performed on or about a leased building or portions thereof that may be performed only by the lessor;
- e. for work to be performed according to provisions of a warranty or guarantee held in respect of the original work;
- f. 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 development;
- g. 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;
- h. for the procurement of subscriptions to newspapers, magazines or other periodicals;
- i. for the procurement of real property.

6.8 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:

- a. **Confidentiality:** where goods or consulting services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through an open tendering process could reasonably be expected to compromise government confidentially, cause economic disruption or otherwise be contrary to the public interest;
- b. **Security:** where compliance with open tendering provisions would interfere with the agency's ability to maintain security or order;
- c. **No Bid Situation:** in the absence of a receipt of any bids in response to a call for tenders made in accordance with the procurement policy.

## 7. DEFINITIONS

- In this Policy,
- "Accountability" means the obligation of an employee, agent or other person to answer for or be accountable for, work, action or failure to act following delegated authority.
- "Agreement" means the formal written document that will be entered into at the end of the procurement process.
- "Approval Authority" means the authority delegated by the Organization to a person designated to occupy a position to approve on its behalf one or more procurement functions within the plan-

to-pay cycle up to specified dollar limits subject to the applicable legislation, regulations and procedures in effect at such time.

- "Award" means the notification to a proponent of acceptance of a proposal, quotation or tender that brings a contract into existence.
- "Bid Protest" means a dispute raised against the methods employed or decisions made by a contracting authority in the administration of a proposal, tender, or quotation process.
- "Bid" means a proposal, quotation or tender submitted in response to a solicitation from a contracting authority. A bid covers the response to any of the three principal methods of soliciting bids, i.e., Request for Proposal, Request for Tender and Request for Quotation.
- "Chief Executive Officer" means the head of operations at Organizations.
- "Competitive Procurement" means a set of procedures for developing a procurement contract through a bidding or proposal process. The intent is to solicit fair, impartial, competitive bids.
- "Conflict of Interest" means a situation in which financial or other personal considerations have the potential to compromise or bias professional judgment and objectivity. An apparent conflict of interest is one in which a reasonable person would think that the professional's judgment is likely to be compromised.
- "Construction" means construction, reconstruction, demolition, repair or renovation of a building, structure 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 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 procurement.
- "Consultant" means a person or entity that under an agreement, other than an employment agreement, provides expert or strategic advice and related services for consideration and decision-making.
- "Consulting Services" means the provision of expertise or strategic advice that is presented for consideration and decision-making.
- "Contract" means an obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. It is essential to the creation of a contract that the parties intend that their agreement shall have legal consequences and be legally enforceable. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent or consensus ad idem; legality of purpose; and sufficient certainty of terms.
- "Designated broader public sector organization" means an Organization to which section 12 of the Broader Public Sector Accountability Act, 2010 applies.
- "Electronic Tendering System" means a computer-based system that provides suppliers with access to information related to open competitive procurements.
- "Evaluation Criteria" means a benchmark, standard or yardstick against which accomplishment, conformance, performance and suitability of an individual, alternative, activity, product or plan is measured to select the best supplier through a competitive process. Criteria may be qualitative or quantitative in nature.
- "Evaluation Matrix" means a tool allowing the evaluation team to rate supplier proposals based on multiple pre-defined evaluation criteria.
- "Evaluation Team" means a group of individuals designated/responsible to make award recommendation. The evaluation team would typically include representatives from the



Organization and subject matter expert(s). Each member participates to provide business, legal, technical and financial input.

- "Goods and Services/Goods or Services" means all goods and/or services including construction, consulting services and information technology.
- "Goods" means moveable property (including the costs of installing, operating, maintaining or manufacturing such moveable property) including raw materials, products, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a general construction contract.
- "Information Technology" means the equipment, software, services and processes used to create, store, process, communicate and manage information.
- "Invitational Competitive Procurement" means any form of requesting a minimum of three (3) qualified suppliers to submit a written proposal in response to the defined requirements outlined by an individual/organization.
- "Members of Peel CAS" means all members of the board of directors, senior executives, and employees of Peel CAS, or their equivalent.
- "Non-discrimination" means fairness in treating suppliers and awarding contracts without prejudice, discrimination or preferred treatment.
- "Offer" means a promise or a proposal made by one party to another, intending the same to create a legal relationship upon the acceptance of the offer by the other party.
- "Organizations" means all organizations listed in Application and Scope.
- "Procurement Card (P-Card)" means an organizational credit card program primarily used for low-cost, non-inventory, non-capital items, such as office supplies. The card allows procurement or field employees to obtain goods and services without going through the requisition and authorization procedure. P-cards may be set up to restrict use to specific purchases with pre-defined suppliers or stores, and offer central billings.
- "Procurement Value" means the estimated total financial commitment resulting from procurement, taking into account optional extensions.
- "Procurement" means acquisition by any means, including by purchase, rental, lease or conditional sale, of goods or services.
- "Purchase Order (PO)" means a written offer made by a purchaser to a supplier formally stating the terms and conditions of a proposed transaction.
- "Request for Expressions of Interest (RFEI)" means a document used to gather information on supplier interest in an opportunity or information on supplier capabilities/qualifications. This mechanism may be used when a BPS organization wishes to gain a better understanding of the capacity of the supplier community to provide the services or solutions needed. A response to a RFEI must not pre-qualify a potential supplier and must not influence their chances of being the successful proponent on any subsequent opportunity.
- "Request for Information (RFI)" means a document issued to potential suppliers to gather general supplier, service or product information. It is a procurement procedure whereby suppliers are provided with a general or preliminary description of a problem or need and are requested to provide information or advice about how to better define the problem or need, or alternative solutions. A response to an RFI must not pre-qualify a potential supplier and must not influence their chances of being the successful proponent on any subsequent opportunity.
- "Request for Proposal (RFP)" means a document used to request suppliers to supply solutions for the delivery of complex products or services or to provide alternative options or solutions. It is a process that uses predefined evaluation criteria in which price is not the only factor.

- "Request for Supplier Qualifications (RFSQ)" means a document used to gather information on supplier capabilities and qualifications, with the intention of creating a list of pre-qualified suppliers. This mechanism may be used either to identify qualified candidates in advance of expected future competitions or to narrow the field for an immediate need. Organizations must ensure that the terms and conditions built into the RFSQ contain specific language that disclaims any obligation on the part of the Organization to call on any supplier to provide goods or services as a result of the pre-qualification.
- "Requisition" means a formal request to obtain goods or services made within an Organization, generally from the end-user to the procurement department.
- "Segregation of Duties" means a method of process control to manage conflict of interest, the appearance of conflict of interest, and errors or fraud. It restricts the amount of power held by any one individual. It puts a barrier in place to prevent errors or fraud that may be perpetrated by one individual.
- "Services" means intangible products that do not have a physical presence. No transfer of possession or ownership takes place when services are sold, and they (1) cannot be stored or transported, (2) are instantly perishable, and (3) come into existence at the time they are bought and consumed.
- "Supplier Debriefing" means a practice of informing a supplier why their bid was not selected upon completion of the contract award process.
- "Supplier/Vendor" means any person or organization that, based on an assessment of that person's or organization's financial, technical and commercial capacity, is capable of fulfilling the requirements of procurement.
- "Supply Chain Activities" means all activities directly or indirectly related to the Organization's planning, sourcing, procurement, moving, and payment processes.
- "Trade Agreements" means any applicable trade agreement to which Ontario is a signatory.

## Related Documents

Documents related to this policy are linked below.

[130 Acquisition and Management of Assets and Liabilities](#)

[140 Financial Representation in Key Decisions](#)

[251 Banking Operations and Handling of Cash](#)

[262 Travel, Meal and Hospitality Expenses](#)

[Appendix A Procurement Activity and Delegation of Authority](#)

[Appendix B NON-COMPETITIVE/SINGLE SOURCE/SOLE SOURCE APPROVAL FORM](#)

## Revision History and Approvals

The following is a history of revision to and approvals of this policy.

Original approval date	11/21/2007	Approved by	Senior Management Team
Revision date:	9/21/2011	Approved by:	
Revision date:	5/16/2012	Approved by:	
Revision date:	11/24/2022	Approved by:	
Revision date:		Approved by:	

## APPENDIX A: PROCUREMENT ACTIVITY AND DELEGATION OF AUTHORITY

Peel Children's Aid Society (Peel CAS) falls within the scope of the [Broader Public Sector Accountability Act, 2010, S.O. 2010, c. 25](#), and is subject to following the requirements set out in the [Broader Public Sector \(BPS\) Procurement Directive, 2011](#), [Interim Measures \(2019\)](#) are in place that apply to procurements valued over \$100,000, but not to procurements for construction work.

### Goods, General Services and Construction

This applies to procurement of all goods, general services and construction including:

- General goods and services;
- IT goods and services;
- Furniture;
- Advertising and creative services; and
- Building repairs, maintenance and renovations

Note: The majority of Client Personal Needs would fall under this criteria.

Delegation of Authority for consulting services, purchase or disposal of vehicles; and purchase or sale of real estate/property are covered in separate sections.

Note that the current [Interim Measures](#) are applicable to the procurement of goods and general services, but not to procurements for construction work.

**Supply Source:** A separate competitive procurement process can only be used if the good or service sought is not available or permitted through a mandatory central common service or a vendor of record (VOR) arrangement.

**Non-Competitive Procurement/Single Source/Sole Source Procurement:** A business case ([Appendix B](#)) and appropriate procurement approvals are required prior to conducting any non-competitive procurement. At a minimum, the business case must cite the circumstances for the non-competitive procurement, identify the allowable exception and provide a rationale for use of the selected exception. If the value of the Contract is over \$100k, a Procurement Rationale Report shall be prepared. Refer to *Section 8.4* of this Policy for further information.

**Changes to Ceiling Price/Extensions:** The agreement ceiling price cannot exceed the procurement value identified in the procurement approval. If the increase to the ceiling price is beyond what was set in the original procurement approval, the approval process for non-competitive procurement based on the revised ceiling price (original plus amendments) must be followed.

**PROCUREMENT ACTIVITY & RESTRICTIONS**

STEP 1 (For Construction work):

To procure for construction work, Peel CAS should follow the appropriate procurement method, based on the value of the procurement, as identified below:

- \$100K and above: Open Competitive Procurement
- Up to but not including \$100K: Invitational Competitive Procurement

STEP 1 (For Goods and General Services):

When initiating a procurement for Goods and General Services Peel CAS should identify whether suitable vendors exist on Ontario’s Vendor of Record (VOR), and look to complete invitational procurement, following the guidelines in the below table;

STEP 2:

If suitable vendors do not exist on the VOR, then Peel CAS should look to complete a competitive procurement, following the guidelines in the below table;

Responsibility: Competitive Procurement for Goods and Services			Procurement Restrictions	
Financial Limits	Requisition	Commitment	VOR Arrangement	Non VOR Arrangement
Above 300K	Board President and CEO	Board President and CEO	Open Competition -Post on designated electronic tendering system	Open Competition - Post on designated electronic tendering system
Under \$300K	Chief Executive Officer	Chief Executive Officer	Open Competition -Post on designated electronic tendering system	Open Competition -Post on designated electronic tendering system (NOTE: For Construction valued at \$100K and over – Open Competition - Post on designated electronic tendering system)
Under \$100K	Director of Finance, Property and Information	Director of Finance Note: a secondary Director (other than	Invitational competitive procurement : Invite minimum of 3 vendors to	Open Competition -Post on designated electronic tendering system

Responsibility: Competitive Procurement for Goods and Services			Procurement Restrictions	
Financial Limits	Requisition	Commitment	VOR Arrangement	Non VOR Arrangement
		Finance) is required to sign agreements	submit a bid unless otherwise specified by a VOR User Guide	(NOTE: For Construction valued up to but not including \$100K and over – Invitational Competitive Procurement)
Under \$50K	Director (other than Finance)	Director (other than Finance)	Invitational competitive procurement : Invite minimum of 3 vendors to submit a bid unless otherwise specified by a VOR User Guide	Invite Minimum of 3 Vendors.
Under \$25K	Manager / Supervisor	Manager / Supervisor	Invite 1 vendor unless otherwise specified by a VOR User Guide	Invite Minimum of 3 Vendors.
Under \$5K	Staff	Manager/Supervisor	Invite 1 vendor unless otherwise specified by a VOR User Guide	Invite 1 Vendor

**DELEGATION OF AUTHORITY**

For Budgeted Competitive Procurement for Goods, General Services and Construction

<b>Approval Authority: Competitive Procurement for Goods, General Services and Construction</b>					
<b>Financial Limits</b>	<b>Requisition</b> (Authorize the procurement department initiate procurement or purchase)	<b>Budgeting</b> (Confirm that funding is available to cover the cost of the order)	<b>Commitment</b> (Authorized to sign agreements, contracts and purchase orders)	<b>Receipt</b> (Authorize that the procurement was physically received, correct and complete)	<b>Payment</b> (Authorize and approve invoices for release of payment)
Over \$300K	Board Chair & Chief Executive Officer	Department Budget Holder (for amounts over \$25,000 – Procurement to confirm with Finance)	Board Chair & Chief Executive Officer	Department / Person Receiving Goods and / or Services	Board Chair & Chief Executive Officer
Up to and including \$300K	Chief Executive Officer		Chief Executive Officer		Chief Executive Officer
Up to and including \$100K	Director of Finance, Property and Information and/or Director of Permanency		Director of Finance, Property and Information for CPN / Care – AND Director of Permanency		Director of Finance, Property and Information for CPN / Care – OR Director of Permanency
Up to and including \$50K	Director		Director		Director
Up to and including \$25K	Manager / Supervisor		Manager / Supervisor		Manager / Supervisor
Up to and including \$5K	Staff		Manager/Supervisor		Manager/Supervisor

Where the Procurement for Goods, General Services and Construction is:

- **Non-Budgeted Competitive Procurement;** or
- **Non-Competitive Procurement (including budgeted and non-budgeted)**

The Approval Authority at the Requisition and Commitment stages must be one level higher than budgeted competitive procurements (e.g. a non-budgeted competitive procurement valued at \$90K requires Requisition and Commitment approval from the Chief Executive Officer).

Where the Director of Finance is required to sign agreements for procurements made within their own department (e.g., for IT goods and services); a secondary Director (other than Finance) is required to sign agreements.

## Consulting Services

Consulting Services is the provision of expertise or strategic advice that is presented for consideration and decision-making. This applies to all research and development, policy, communications, management, and technical consulting services. Note that the current [Interim Measures](#) are applicable to the procurement of Consulting Services.

**Vendor Selection and Proposed Contract:** Approval of the selected vendor and proposed contract must be obtained from the appropriate Administrative Spending Authority prior to the vendor being notified of its selection.

**Changes to Ceiling Price/Extensions:** The agreement ceiling price cannot exceed the procurement value identified in the procurement approval. If the increase to the ceiling price is beyond what was set in the original procurement approval, the approval process for non-competitive procurement based on the revised ceiling price (original plus amendments) must be followed.

**Follow-on Assignments:** Board Chair must approve follow-on assignments before the initial agreement is signed. Follow-on agreements are permitted only for consulting services where the total value of all agreements, does not exceed \$250,000 and where an open competitive procurement or VOR arrangement has been used to select a vendor.

**Non-Competitive/Single Source/ Sole Source Procurement:** A business case (Appendix B) and appropriate procurement approvals are required prior to conducting any non-competitive procurement. At a minimum, the business case must cite the circumstances for the non-competitive procurement, identify the allowable exception and provide a rationale for use of the selected exception. If the value of the Contract is over \$100k, a Procurement Rationale Report shall be prepared. Refer to *Section 8.4* of this Policy for further information.

CEO shall approve any non-competitive procurement of consulting services valued up to (but not including) \$100,000. The Board Chair shall approve any non-competitive procurement of consulting services valued at \$100,000 and over.

The Procurement department shall track all non-competitive procurement of consulting services valued up to (but not including) \$100,000 approved by the CEO and prepare an annual report for the Board of Directors.

### **PROCUREMENT ACTIVITY & RESTRICTIONS**

#### STEP 1:

When initiating a procurement for Consulting Services, Peel CAS should identify whether suitable vendors exist on the Vendor of Record (VOR) regardless of the procurement value, and look to complete procurement, following the guidelines in the table below;

#### STEP 2:



If suitable vendors do not exist on the VOR, then Peel CAS should look to complete a competitive procurement, following the guidelines in the table below;

Responsibility: Competitive Procurement for Consulting Services			Procurement Restrictions	
Financial Limits	Requisition	Commitment	VOR Arrangement	Non VOR Arrangement
Above 300K	Board President and CEO	Board President and CEO	Open Competition -Post on designated electronic tendering system	Open Competition -Post on designated electronic tendering system
Under \$300K	Chief Executive Officer	Chief Executive Officer	Open Competition -Post on designated electronic tendering system	Open Competition -Post on designated electronic tendering system
Under \$100K	Director of Finance, Property and Information	Director of Finance Note: a secondary Director (other than Finance) is required to sign agreements	Invitational competitive procurement : Invite minimum of 3 vendors to submit a bid unless otherwise specified by a VOR User Guide	Open Competition -Post on designated electronic tendering system
Under \$50K	Director (other than Finance)	Director (other than Finance)	Invitational competitive procurement : Invite minimum of 3 vendors to submit a bid unless otherwise specified by a VOR User Guide	Invite Minimum of 3 Vendors.
Under \$25K	Manager / Supervisor	Manager / Supervisor	Invitational competitive procurement : Invite minimum of 3 vendors to submit a bid unless otherwise specified by a VOR User Guide	Invite Minimum of 3 Vendors.
Under \$5K	Staff	Manager/Supervisor	Invitational competitive procurement : Invite minimum of 3 vendors to submit a bid unless otherwise specified by a VOR User Guide	Invite Minimum of 3 Vendors.

**DELEGATION OF AUTHORITY**

To complete a **competitive budgeted procurement** for consulting services, follow the Delegation of Authority table above found in the [Goods, General Services, and Construction](#) section of this appendix to understand the Requisition, Budgeting, Commitment, Receipt, and Payment authorities for purchases of Competitive Consulting Services. To complete a **non-competitive and/or non-budgeted procurements**, the following exceptions apply:

Where the Procurement is a **Non-Budgeted Competitive Procurement**, the Approval Authority at the Requisition and Commitment stages must be one level higher than budgeted competitive procurements (e.g. a non-budgeted competitive procurement valued at \$90K requires approval from the Chief Executive Officer).

Where the Procurement is a **Non-Competitive Procurement (including budgeted and non-budgeted)** then the following approval needs to be provided at the Requisition and Commitment stages:

- Up to but not including \$100K - The Chief Executive Officer must provide approval
- 100K and over – The Board of Directors must provide approval.

The Procurement department shall track all non-competitive procurement of consulting services valued up to (but not including) \$100,000 approved by the CEO and prepare an annual report for the Board of Directors.

## Vehicle Management

This section applies to acquisition, sale and maintenance and repair of vehicles.

The Society’s fleet plan must be approved by the Board on an annual basis. All requests to purchase or dispose of vehicles must be coordinated with the property/facility manager. Special Requirements (e.g. Sport Utility Vehicles or special options) require the approval of the Board.

Note that the current [Interim Measures](#) are applicable to the procurement of Vehicles.

### PROCUREMENT ACTIVITY & RESTRICTIONS

Restrictions:

- **Purchase of vehicles:** Must be acquired through reputable dealership.
- **Disposal of vehicles:** Must be disposed through reputable source such as authorized used car seller or reputed online portals such as autotrader.ca. in no case, the disposal of vehicle should be done to Peel CAS staff.
- **Maintain/repair vehicles:** Transactions over \$2500 require prior approval from the Director of Finance. Service requests require the Property Managers approval.

Agreement / Contract Restrictions:

Where the Director of Finance is required to sign agreements for procurements made within their own department (e.g., for IT goods and services); a secondary Director (other than Finance) is required to sign agreements.

### DELEGATION OF AUTHORITY

Budgeted and Non-Budgeted procurement activities:

Responsibility	Approval Authority
Purchase of vehicles	Chief Executive Officer & Director of Finance
Disposal of vehicles	Chief Executive Officer & Director of Finance (informing the Board is required)
Maintain/repair vehicles	Manager / Supervisor

## Accommodation Management

This section applies to acquisition, sale and modification of buildings and leaseholds.

Note that the current [Interim Measures](#) are applicable to the procurement of Accommodation.

### PROCUREMENT ACTIVITY & RESTRICTION

Restrictions:

- **Authorize to acquire new space:** Must be conducted through Real Estate Brokerage.
- **Authorize to dispose space:** Must be conducted through Real Estate Brokerage.
- **Authorize to implement building repairs, maintenance and renovations:** Must be approved as part of space utilization strategy.

### DELEGATION OF AUTHORITY

Budgeted and Non-Budgeted procurement activities:

Responsibility	Approval Authority
Authorize to acquire new space	Board Chair & Chief Executive Officer
Authorize to dispose space	Board Chair & Chief Executive Officer
Authorize to implement building repairs, maintenance and renovations	Refer to the Delegation of Authority table found in the <a href="#">Goods, General Services, and Construction</a> section of this appendix to understand the Requisition, Budgeting, Commitment, Receipt, and Payment authorities for building repairs, maintenance and renovations.

**RBC Visa Card**

This applies to procurement of all goods and general services made using the RBC Vias card.

Note that the current [Interim Measures](#) are applicable to purchases made using the RBC Visa card.

**PROCUREMENT ACTIVITY & RESTRICTIONS**

Restrictions:

- Only the cardholder is authorized to use the RBC Visa Card for society business purposes.
- The cardholder’s Manager must review and approve monthly statements.
- CEO and Director of Finance, Property and Information must approve any exemptions permitting RBC Visa Cards with spending limits exceeding the Peel CAS Policy 2-61 *Use of the Society Credit Card*.

**DELEGATION OF AUTHORITY**

Follow the Delegation of Authority table found in the [Goods, General Services, and Construction](#) section of this appendix to understand the Requisition, Budgeting, Commitment, Receipt, and Payment authorities for purchases made using the RBC Visa Card.

The table below identifies the administrative responsibilities of the issuance and limits of the RBC Visa Card.

Responsibility	Approval Authority
Authorize issuance and cancellation of employee RBC Visa Card; authorize spending limits within established guidelines	Chief Executive Officer or Director of Finance
Authorize issuance of RBC Visa-Card with spending limits exceeding society standard RBC Visa Card maximum spending limits	Chief Executive Officer or Director of Finance (informing the Board is required)



**APPENDIX B: NON-COMPETITIVE/SINGLE SOURCE/SOLE SOURCE APPROVAL FORM**

**To:**

**From:**

**Date:**

**Subject:**

---

**Background**

Explanation of the product or service (what it is, how it is used, where it is used, why it is needed, who made the request) and how it fits with organizational objectives. Describe the circumstances that have created this situation. Describe any risks or implications.

**Justification**

Explain why approval is requested for a single or sole sourcing award. Need to clearly explain why bypassing the competitive process is necessary and justify why this exception is required. Provide details on what due diligence was performed to confirm the situation. If this is a renewal, explain how the original decision was made (i.e., how this product or service was selected).

**Actions Taken**

Explain the cost/benefit analysis (if applicable) including details of the value proposition for the organization given the single/sole sourcing circumstances.

**Required Timing**

State when the product or service is required (helps to ensure signoffs are completed in time).

1. What are you procuring:    Goods                    Non-Consulting Services                    Consulting Services
2. Identify non-competitive procurement type:
  - Licensed Professional                    Sole Source Supply
  - Limiting Circumstances                    Emergency Situation
3. Total Procurement Value \_\_\_\_\_ Contract Base Term & Extension \_\_\_\_\_
4. Name of Recommended Supplier: \_\_\_\_\_
5. Has the Recommend Supplier previously received a non-competitive award?
6. Has the requesting Department previously asked for a non-competitive award?
7. Goods:    a) Is the recommended supplier the manufacturer?
  - Yes    No    N/A
  - b) Does the manufacturer sell the item(s) through distributors?
    - Yes    No    N/A
8. Services: Is there a ceiling on the contract value?
  - Yes    No    N/A

**ACKNOWLEDGEMENT**

I am aware of the Organization's competitive procurement process and criteria for approving Single and Sole Sourcing. I am comfortable the necessary due diligence has been conducted to support the recommendation. I have fairly and clearly outlined the background, justification, actions taken and required timing of this purchase in the briefing note.

Briefing note prepared by: Name: \_\_\_\_\_

Title: \_\_\_\_\_ Department: \_\_\_\_\_

**APPROVAL SIGNATURES**

*Request supported and recommended by:*

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Executive Director must sign off for non-competitive award for **consulting services** < \$500,000  
 Board must sign off for non-competitive award for **consulting services** >= \$500,000