

Title: Procurement Policy		Policy No: 5.45 Supersedes: 5.45 (May 25, 2021)
Effective Date: May 25, 2021	Amended Date: March 12, 2024	Review Date: 2026
Policy Statement: The City of Maple Ridge will conduct the Procurement of Goods, Services, Construction and asset disposal in a manner that: a) is fair, open, transparent and non-discriminatory; b) ensures sound management of, and obtains Best Value for, public funds; c) is cost effective and efficient for both the City and the public; d) advances the City's commitment to economic, environmental, sustainable and social goals; and e) is in accordance with all applicable legislative requirements, obligations under trade agreements, competitive bidding laws, procurement best practices, and the principles of the <i>Freedom of Information and Protection of Privacy Act</i>, RSBC 1996, c. 25 (FOIPPA), and all relevant City bylaws and policies, including this Policy.		
Purpose: The purpose of this Policy is to set out the authorization and competition requirements for Procurement and asset disposal on behalf of the City, ensure that Procurement items are properly budgeted for and authorized in the Financial Plan, which includes the approved Capital Plan, that Best Value is achieved for the City, and that this Policy and best practices are followed when engaging the marketplace and awarding and managing Procurement Contracts.		
Scope: This Policy applies: a) to anyone involved in the Procurement of Goods, Services, Construction and asset disposal on behalf of the City; b) to the sale or disposal of surplus assets by the City; and c) even if the City will be reimbursed for the expenditure, such as by way of a grant or insurance claim. All Procurement must be within the scope of the Council-approved budget, which includes the approved Capital Plan. Procurement must be authorized by the appropriate authority. Nothing in this Policy delegates authority to individuals other than City Staff to enter into Procurement transactions on behalf of the City, unless expressly authorized by the CAO.		

Definitions:

Schedule "A" sets out the Delegated Procurement Authority Limits.

Schedule "B" sets out the Exemptions of Procurement Methods from this Policy.

Schedule "C" sets out the Definitions in this Policy, which apply unless otherwise stated herein. Definitions of key City terms are set out in Schedule A of the Policy Governance Framework No. 3.09.

Any references to a statute, regulation, bylaw, or other policy refers to the most current enactment, as amended or replaced from time to time.

Procedure:**PROCUREMENT PRINCIPLES**

- 1) No Procurement will:
 - a) proceed unless the expenditure is in the approved Financial Plan, or approved through a budget amendment process. Any budget amendments required must be approved by Council prior to entering into a Contract;
 - b) be authorized or incurred on behalf of the City except as provided in this Policy;
 - c) be subdivided in a manner designed to avoid the application of any provision of this Policy;
 - d) be made by the City for the personal use of elected officials, appointed Officers, City Staff or their immediate families; or
 - e) be made from any elected officials, appointed Officers, City Staff or their immediate families or from any other source that would result in a conflict of interest.
- 2) City Staff who have been delegated authority to commit City funds and those City Staff who are responsible for Corporate Assets will conduct all Procurement in an ethical and professional manner as described in this Policy and the Code of Conduct Policy No. 30.18, as it applies to their duties performed on behalf of the City.

PROCUREMENT METHOD AND LIMITS

- 3) The Procurement method and process is based on the estimated total dollar value, complexity, risk level, and details of the specific Procurement requirement.
- 4) The City does not maintain official lists of potential bidders - an open competition, posted on BC Bid, is the default means of soliciting bids. Participation in a Buying Group, Joint Procurement Venture or other methods may be used as appropriate and where permitted under the trade agreements.
- 5) The type of bid solicitation document and the form of Contract used will be determined by Procurement City Staff.

- 6) Procurement City Staff may exercise discretion on the appropriate Procurement process for one-time, non-recurring purchases up to \$25,000, and the following will apply:
 - a) at least one written quote will be obtained;
 - b) when making a purchase up to \$25,000, consideration should be given to Maple Ridge suppliers; and
 - c) this section does not apply to recurring purchases that exceed \$25,000 per annum.
- 7) In certain limited circumstances, the requirement for an open Competitive Process may be waived by the Manager of Procurement or their designate when defensible if:
 - a) only one party can meet the requirements;
 - b) where a previous open competition resulted in no bids; or
 - c) for reasons of urgency, confidentiality, or protection of real interest to follow a standard Competitive Process.
- 8) Procurement cannot:
 - a) be split;
 - b) structured in a manner that does not include the full scope of work; or
 - c) valued in such a way as to avoid the obligations set out in this Policy.
- 9) When the City hires a third-party contractor, such as a broker or construction manager, to conduct Procurement on its behalf, the Procurement must follow the processes outlined in this Policy.
- 10) Procurement methods must be followed in accordance with the following table:

ESTIMATED PROCUREMENT VALUE	METHOD
Goods and Services	
Less than \$25,000 One-time, non-repetitive	Discretionary. At least one written quotation.
\$25,001 to \$74,999 One-time, non-repetitive	Request at least three written quotations or Formal Competitive Process, or Request at least one written quotation from firms prequalified through a Formal Competitive Process.
Greater than \$75,000	Formal Competitive Process
Construction	
Less than \$200,000	Request at least three written quotations or Formal Competitive Process.
Greater than \$200,000	Formal Competitive Process.

- 11) Multi-year Contracts, including options to renew, are dollar value accumulative for determining the estimated Procurement value and applicable thresholds listed above.
- 12) Project Contingency allowances are to be included in the estimated Procurement value when obtaining approvals.
- 13) Construction greater than \$200,000 in value require bid security and bonding.

REPORTING AND ACCOUNTABILITY

- 14) Contracts exceeding \$750,000 which have been approved by the CAO will be reported to Council on a quarterly basis.
- 15) Council approval is required in each individual case when the Procurement is not consistent with the approved Financial Plan, which includes the approved Capital Plan, as to the nature, scope, and amount.

PURCHASING CARD

- 16) Subject to this Policy and within established authority, City Staff may use Purchasing Cards for small dollar straightforward purchases of Goods and Services, as directed by the Procurement Section and in accordance with the Purchasing Card Program Procedures and Guidelines.
- 17) Where Purchasing Cards are not accepted, petty cash may be utilized for approved expenditures of up to \$50.

UNSOLICITED PROPOSALS

- 18) The City is under no obligation to accept, review or evaluate any unsolicited Proposal and can reject any unsolicited Proposal in whole or in part at its sole and unfettered discretion.
- 19) The City is under no obligation to return an unsolicited Proposal to the Proposal owner.

SUSTAINABILITY AND SOCIAL PROCUREMENT

- 20) The City recognizes its responsibility to mitigate negative impacts on human health and the environment while supporting a diverse, equitable, and vibrant community and economy. The City will make efforts to leverage its purchasing power in order to ensure accountability and efficiency to meet the needs of the community now and to strive for a liveable and sustainable community in the future.
- 21) When conducting Procurement, the City will consider, where appropriate, its goals of:
 - a) protecting the health of the natural environment, mitigating and adapting the impacts of climate change, and reducing greenhouse gas emissions;
 - b) social responsibility that ensures human safety and enhances well-being;
 - c) equity, diversity, and inclusion; and
 - d) ethical workplace practices.

SUPPLIER PERFORMANCE AND CONDUCT

- 22) Suppliers must meet the performance standards and expectations required by the City.

- 23) Where required, Supplier Performance and Conduct will be documented by City Staff and may be taken into consideration for future Contract evaluations.
- 24) The City will not enter into Contracts with any Supplier where the City is aware that the Supplier has engaged in illegal or unethical bidding practices, has an actual or potential conflict of interest or an unfair advantage, or fails to adhere to ethical business practices.
- 25) The City will report any suspected cases of collusion, bid-rigging or other offences under the *Competition Act* to the Competition Bureau or to other relevant authorities.

SUPPLIER CONFLICT OF INTEREST

- 26) Any Suppliers participating in a Procurement process must disclose any perceived, possible or actual conflicts of interest to the City.
- 27) A Conflict of Interest in relation to Suppliers during the Procurement process includes, but is not limited to, the following circumstances:
- a) the Supplier has an unfair advantage or engages in conduct, directly, or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having, or having access to, confidential information of the City that is not available to other Suppliers;
 - (ii) communicating with any person with the intent of gaining preferred treatment in the Procurement process (such as lobbying of decision makers involved in the Procurement process);
 - (iii) engaging in conduct that compromises, or can be seen to compromise, the integrity of an open and competitive procurement process or render that process non-competitive or unfair; or
 - (iv) in the context of performance under a potential Contract, the Supplier's other commitments, relationships or financial interests could, or could be seen to:
 - 1) exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
 - 2) compromise, impair or be incompatible with the effective performance of its contractual obligations.
- 28) If a Supplier is retained to participate in the development of a solicitation document or the specifications for inclusion in a solicitation document, that Supplier will not be allowed to respond, directly or indirectly, to that solicitation, unless authorized by the Manager of Procurement.

SUPPLIER ETHICAL BUSINESS PRACTICES

- 29) The City requires its Suppliers to act with integrity.
- 30) In providing deliverables to the City, Suppliers are expected to adhere to ethical business practices, including:
- a) performing all Contracts in a professional and competent manner and in accordance with the terms and conditions of the Contract and the duty of honest performance;

- b) complying with all applicable laws, including safety and labour codes (both domestic and international as may be applicable); and
- c) providing workplaces that are free from harassment or discrimination.

31) Illegal or unethical bidding and business practices of Suppliers include:

- a) bid-rigging;
- b) price-fixing;
- c) bribery or collusion, or other behaviors or practices prohibited by federal or provincial statutes;
- d) offering gifts or favours to City Staff, appointed or elected officials or any other City representative;
- e) engaging in any prohibited communications during a Procurement process;
- f) submitting inaccurate or misleading information in a Procurement process;
- g) engaging in any other activity that compromises the City's ability to run a fair Procurement process; and
- h) editing electronic City documents or Contracts without annotation or the City's approval.

LOBBYING

32) No Bidder, Supplier, or anyone involved in preparing Bids or Proposals may lobby any elected official or City Staff to try and secure a Contract.

33) During a Formal Competitive Process, all communications are to be made through the City's Procurement Department unless the Procurement document explicitly states otherwise.

34) Bidders found to be lobbying for a Contract award will be disqualified from consideration for the Procurement and may be disqualified from future Procurement opportunities.

ETHICAL CONDUCT

35) All individuals with Procurement authority, involved with Procurement activities, and those responsible for Corporate Assets must perform their duties with a high standard of ethics. More specifically, these individuals must at all times:

- a) act with integrity and professionalism;
- b) 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;
- c) abide by this Ethical Conduct as it applies to their duties performed for the City and as set out in this Policy;
- d) not use their authority or office for personal gain;
- e) seek to uphold and enhance the standing and image of the City by:
 - (i) maintaining a standard of integrity beyond reproach in all their business relationships both inside and outside the City,
 - (ii) fostering the highest standards of professional competence amongst City Staff,
 - (iii) optimizing the use of resources for which they are responsible so as to provide the maximum benefit to the City,
 - (iv) complying with the principles, standards and policies as they apply to the City

- and Council,
- (v) supporting and complying with policies and direction provided by Council, and
- (vi) rejecting and denouncing any business practice that is improper;

- f) declare any personal interests which may impinge or might reasonably be deemed by others to impinge on a member's impartiality in a matter relevant to their duties and should be declared to their Manager or the Manager of Procurement;
- g) ensure that confidentiality of any information received in the course of duty must be respected and is not used for personal gain. Information given in the course of duty must be true and not intended to mislead;
- h) avoid any Supplier relationships and arrangements which might, in the long term, prevent the effective operation of fair competition;
- i) ensure that modest hospitality offered does not reach a position whereby a recipient might be deemed by others to have been influenced in making a business decision as a result of accepting such hospitality. The frequency and scale of hospitality accepted should not be greater than the recipient's ability to reciprocate to a similar degree; and
- j) not solicit, or accept unsolicited donations of gifts, prizes, money or other benefit from any person, firm or corporation which is interested directly or indirectly in any manner in business dealings with the City. This applies to all charitable, social or other events, in accordance with the City's Code of Conduct Policy No. 30.18. Gifts other than those of nominal value will not be accepted. Nominal gifts received (e.g. chocolates or small gift baskets) may be shared by the individual with their department, or donated to a local charity.

36) If there is any uncertainty about what may be accepted in relation to Procurement activities, then the offer should be declined and actively discouraged, and advice sought from the Manager of Procurement.

DISPOSITION OF SURPLUS ASSETS (Except Real Property)

37) For reference purposes only, and subject to the Delegation of Procurement Authority, Bylaw, and Code of Conduct Policy 30.18, if City Assets have been identified as surplus which are not useful to any City Department, and which retain some value, then:

- a) the Manager of Procurement is authorized to dispose of surplus City Assets through auction or for value through trade-in or another formal or informal process;
- b) the CAO is authorized to approve that the surplus Assets be disposed of by donation, without compensation, to any non-profit corporation, association, or entity;
- c) the Manager or Director is authorized to dispose of such Assets through City recycling or disposal as garbage, as appropriate.

38) The Manager of Procurement is authorized to determine whether surplus City Assets retain any value.

39) In accordance with Policy No. 10.01 Disposal of Found Goods, and the Delegation of

Procurement Authority, Bylaw, the Manager of Procurement is authorized to dispose of property that has come into the custody and possession of the RCMP or the City.

TRADE AGREEMENTS AND FOIPPA

TRADE AGREEMENTS

40) The City's Procurement is subject to the obligations of the following national and international trade agreements:

- a) The New West Partnership Trade Agreement (NWPTA);
- b) The Canadian Free Trade Agreement (CFTA); and
- c) The Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

41) Opportunities to bid on Procurements covered by the trade agreements must be posted publicly, and competitions will provide a level playing field for all bidders. Application of protective policies such as local preferences is prohibited. The City of Maple Ridge remains compliant with the trade agreements by posting its bid opportunities on BC Bid, the site designated in the trade agreements for the posting of British Columbia's public sector bid opportunities.

FOIPPA

42) All Procurement documents, including quotations and proposals submitted to the City become the property of the City and are subject to the provisions of the Freedom of Information and Protection of Privacy Act.

43) Any unsolicited Proposal received by the City is subject to the provisions of FOIPPA.

Administration:

AUTHORITY FOR PROCUREMENT TRANSACTIONS

44) Procurement must be conducted by qualified Procurement City Staff to ensure the City is protected through clear contract scope, pricing, contract terms and conditions, appropriate contractor or consultant qualifications, adequate insurance and bonding, sound evaluation and supplier debrief procedures, involvement of legal counsel as required, and police information checks as needed.

45) Procurement City Staff are authorized and responsible for:

- a) conducting or facilitating Procurement;
- b) ensuring that all Procurement transactions are carried out in accordance with this Policy and are conducted ethically and in a professional manner that support openness and transparency according to standard Procurement Procedures;
- c) entering into, or facilitating, contracts on behalf of the City; and
- d) disposing of surplus assets (excluding Real Property).

- 46) City Staff who have delegated authority through Council may commit the City to any Procurement of Goods, Services and Construction within the prescribed authorization limits of this Policy and are responsible for ensuring that their Procurement is carried out in accordance with this Policy.
- 47) City Staff involved in Procurement activities must clearly understand their obligations and responsibilities under this Policy and should consult with the Procurement Department in respect of any questions regarding the application or interpretation of this Policy, procurement processes or any relevant procedures.
- 48) Procurement City Staff may delegate discretionary or one-time, non-repetitive Procurements to other City Staff. The Procurement must be conducted in accordance with this Policy.
- 49) All Procurement must be within the scope of the Council-approved budget and Financial Plan, which includes the approved Capital Plan, and be authorized by the appropriate authority. No expenditure or commitment shall be incurred or made, and no payment shall be paid unless provisioned within the approved Financial Plan, and in accordance with the Delegated Authority limits.
- 50) Any Goods, Services and Construction must be duly received by the City as expected prior to payment being made, or according to alternate payment terms as approved by the Manager of Procurement.
- 51) The authorization for Procurement transaction limits are set out in the Maple Ridge Delegation of Procurement Authority Bylaw and are listed for reference in Appendix "A".
- 52) Other than in an Emergency, Procurement must be in accordance with the Council approved Financial Plan, which includes the approved Capital Plan, or a funding strategy approved by the Chief Financial Officer before Procurement begins.

EMERGENCY PROCUREMENT

- 53) The CAO may approve a Procurement outside of this Policy in the following situations:
- a) When strictly necessary if, for reasons of extreme urgency brought about by events unforeseeable by the City where the goods or services could not be obtained in time using the standard Procurement Procedures;
 - b) When the City is under a "declaration of a state of local emergency" as defined in the *Emergency Program Act*, RSBC 1996, c. 111 as amended or replaced from time to time.

(Administration Only)	Signature	Date Signed
Resolution No.:		

APPENDIX "A"

DELEGATED PROCUREMENT AUTHORITY LIMITS

The delegated Procurement authority limits are as stated in the Delegation of Procurement Authority, Bylaw.

Delegated Signing Authority and Concurring Signature*	Delegated Authority Limit
Chief Administrative Officer <i>and</i> Director of Finance (CFO)	Over \$750,000
Deputy Chief Administrative Officer <i>and</i> Director of Finance (CFO)	Up to \$750,000
Director <i>and</i> Manager of Procurement	Up to \$200,000
Deputy <i>and</i> Manager of Procurement	Up to \$150,000
Manager	Up to \$ 75,000

*Concurring signature required for Procurements \$75,000 and over.

1. Services and Construction Procurement is subject to the same policy as materials, equipment or supplies Procurement. The total value, including any Contingency allowances and all extension options throughout the entire agreement duration, determines the authorization required.
2. Delegated authority also authorizes the position to execute Contracts regarding such Procurement transactions, or a Procurement transaction that has been approved by an Authorized City Staff in accordance with the Bylaw, accompanied with a concurring signature or signatures when applicable.
3. Written Contracts are to be used despite the dollar value, when the Procurement is complex, taking into account the level of risk to the City. Written contracts will be used in all instances where there is required Contract security, performance monitoring, project schedules, multi-year agreements, and any Procurement issued through a Competitive Process. The form of contract used will be determined by Procurement City Staff.
4. Change Orders may be issued by Authorized City Staff within the scope of the Contract where the revised Contract value does not exceed Authorized City Staff's delegated approval authority and where the Contract will not exceed the expenditure budget for the project or works as approved in the Financial Plan.

SCHEDULE "B"

EXEMPTIONS

The following expenditures are exempt from the Procurement methods contained in this policy:

- a) Financial services including debt payment and insurance policy payments;
- b) Payroll and payroll deduction remittances;
- c) Revenue contracts requiring no financial investment or expenditure by the City;
- d) The rental, lease, purchase and sale of property, land or accommodation;
- e) Memberships in professional and vocational associations and their publications, conferences, conventions, and other professional and training activities including the directly associated accommodations and travel;
- f) Subscriptions to newspapers, magazines or other periodicals;
- g) Advertising mediums such as newspapers and websites;
- h) Health, dental, and social services expenses;
- i) Services provided by lawyers and notaries and payments to expert or factual witnesses used in legal proceedings;
- j) Payments to other public sector entities or non-profit organizations;
- k) Payments for regulated tariffed Services e.g., to BC Hydro or Fortis BC;
- l) Employment Contracts;
- m) Payments required by statute; and
- n) All other exemptions as stated in the Applicable Trade Agreement.

APPENDIX "C"

DEFINITIONS

Applicable Trade Agreements means NWPTA, CFTA, CETA and any similar domestic and international trade agreements that come into force from time to time to the extent applicable by their own terms to municipalities in British Columbia and includes amendments to those agreements.

Assets means, without limitation, supplies, equipment, furniture, fixtures, machinery, IT Assets and vehicles, but does not include real property.

Authorized Employee means the person responsible and authorized to Procure Goods and Services within the authorized limits as set in this policy.

Best Value means the optimal combination of, Total Cost, performance, qualifications, and factors related to sustainability and social goals, as determined in accordance with specific criteria and weighting for each criterion established by the City for the applicable Purchase.

Bid means a written submission in response to a Competitive Process inviting the supply of Goods, Services and Construction.

Bidder means a Supplier that submits a response to a competitive bid.

Buying Group means two or more members that combines the purchasing requirements and activities of the group into a joint Procurement process. Buying groups include cooperative arrangements in which individual members administer the Procurement function for specific Contracts for the group, and more formal corporate arrangements in which a corporate entity administers the Procurement for group members. Buying groups may involve a variety of entities, including public sector, private sector and not-for-profit organizations.

City means the City of Maple Ridge.

City Staff means any person employed by the City or any person who has been assigned or hired to act on the City's behalf.

Change Order means a Contract amendment changing the Construction or Services provided under the Original Contract, including but not limited to specifications, scope, schedule or price.

Chief Administrative Officer (CAO) means the person holding the position of the City Chief Administrative Officer, or their designate.

Contingency means a monetary allowance that provides project managers with discretion to meet a requirement that is not perfectly defined.

Competitive Process means a fair and open competition based on functional and generic specifications.

Construction means a construction, reconstruction, demolition, repair, improvement or renovation of a building, structural or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation. It does not include the routine operation, routine repair, or routine maintenance of an existing infrastructure, facility, structure, building, or real property. The procurement of goods or services outside the scope of a construction contract is not a procurement for construction, and are subject to the thresholds applicable to Goods or Services.

Contract means an agreement in writing or verbal commitment between the City and one or more parties which create obligations that are enforceable or otherwise recognizable at law.

Council means the elected Council of the City.

Deputy means a City Staff member holding a position as Deputy Chief Administrative Officer, Deputy Corporate Officer, Deputy Fire Chief, Deputy Director, or their designate.

Discretionary means a Supplier is invited by the City to negotiate and/or sign a Contract for low value Goods or Services without going through a Competitive Process.

Director means a City Staff member holding a position as a Director of a City Department, Corporate Officer, Chief Building Officer, Chief Financial Officer, Chief Information Officer, Fire Chief, or their designate.

Dispose or Disposition means to transfer by any method including assign, give, sell, grant, charge, convey, Lease, divest, dedicate, release, exchange, alienate or agree to do any of those things;

Emergency Purchase means a Purchase made due to an unexpected and urgent request which may affect the health, safety, environment, life and or property, or the welfare of the public. Immediate acquisition of Goods or Services is essential to provide community service, prevent serious delays, injury, further damage or to restore or maintain minimum service.

Executive Director means a City Staff member holding a position as an Executive Director of a City department or their designate.

Financial Plan means the Financial Plan Bylaw as adopted by Council.

Formal Competitive Process means a public Procurement process that is competitive, open, transparent, non-discriminatory and compliant with the laws of competitive bidding and requirements of the Applicable Trade Agreements.

Goods and Services means, without limitation, Construction, supplies, equipment, furniture, fixtures, machinery, IT Assets, software, vehicles, insurance, Employee benefits, labour and materials, maintenance, services, but does not include real property.

IT Assets means personal computers, computer servers, fax machines, cellular telephones and other handheld devices, printers, scanners, copiers and other multi-functional information technology equipment, together with any power supplies, storage media, user manuals, operating systems, software, firmware, peripherals and documentation relating to or incorporated within any of the foregoing items.

Joint Procurement Venture means a group of two or more public entities which combines the procurement requirements and activities into one joint Procurement process.

Lease means a Contract by which the City is granted the use and possession of personal property for a specified period of time in exchange for payment of a stipulated price (including a price of \$0).

Manager means City Staff member holding a position as a Manager, Superintendent, or Assistant Chief of a City Department or their designate.

Manager of Procurement means the person holding the position of Manager of Procurement, or their designate.

Officer means a person appointed the position of Officer by way of a City Bylaw.

Procurement means the acquisition by any means, including by Purchase, rental, Lease or conditional sale, of Goods, Services and Construction. For the purposes of this Policy it does not include the purchase or sale of Real Property. It includes contracts, purchase orders, change orders, credit card purchases, and verbal or e-mailed arrangements.

Procurement Employee means an Employee of the City employed within the Procurement Section of the Finance Department.

Proposal means a written submission in response to a Competitive Process inviting the supply of Goods, Services and Construction.

Purchase means the acquisition by any means, including by purchase, Contract rental, Lease or otherwise of Goods, Services and Construction by the City, but does not include expenditures in any form of City assistance such as grants or provision by the City of Goods and Services to other persons or entities.

Purchasing Card means the corporate credit card issued to an Employee for the purposes of purchasing and paying for small dollar transactions within their established authority in accordance with the Purchasing Card Program Procedures and Guidelines.

Procurement Procedures means the standard competitive process and procedures governing the Purchase by the City of Goods, Services and Construction.

Quotation or Quote means a verbal or written submission from a Supplier in response to an Invitation to Quote.

Real Property means land with or without improvements or buildings, or an interest in land, including any right, title or estate in it.

Services means any provision of labour or intellectual effort, such as consulting, professional or maintenance, but excluding Construction.

Signing Authority means the person(s) authorized to sign and execute the contract on behalf of the City.

Single Source means a Contract directly awarded to a supplier, without a Competitive Process, where other potential suppliers may be available. However, due to defensible conditions, a Competitive Process was waived.

Sole Source means a Contract directly awarded to or negotiated with a sole supplier, without a Competitive Process. With a sole source, it has been demonstrated there is only one capable and available supplier.

Supplier means a company which supplies Goods and Services to another company.

Supplier Performance and Conduct means measurable indicators that can be tracked to assess predetermined Contract performance goals. Supplier performance can include subjective evaluations of the supplier by City employees during the performance of a Contract.

Term means:

- i. in the case of a Contract for a Purchase, the initial term of the Contract, not including any optional renewal term; and
- ii. in the case of an optional renewal or extension of a Contract for a Purchase, the renewal term or extension period of the Contract, not including the preceding periods.

Total Cost means the sum of all costs, including all contingencies and non-recoverable taxes (except credits against such costs, such as trade-in values on existing Assets, and amounts subject to City recovery, refund or rebate under applicable sales tax legislation) that are to be paid by the City during the Term for a Purchase of Goods and Services. The Total Cost for a particular Purchase made by a Buying Group in which the City participates is only that portion of the cost attributable to the City (not the entire cost to the joint Procurement).