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Purpose

Procurement is the acquisition by any means, including by purchase, rental, lease or conditional sale, of goods or services.

The purpose of this policy is:

- To ensure that goods and services, including construction, consulting services, and information technology are acquired by Maltby Centre through a process that is open, fair and transparent,
- To outline responsibilities of Maltby Centre representatives through each stage of the procurement process; and
- To ensure that procurement processes are managed consistently at Maltby Centre.

Policy

As a Broader Public Sector (BPS) agency, all procurement must comply with the Ontario BPS Procurement Directive, as may be amended from time to time. [Broader Public Sector Procurement Directive April 1 2024](#)

Maltby will comply with the mandatory requirements in the Directive as applicable, including:

1. Segregation of Duties
2. Approval Authority
3. Competitive Procurement Thresholds
4. Information Gathering
5. Supplier Pre-Qualification
6. Posting Competitive Procurement Documents
7. Timelines for Posting Competitive Procurements
8. Bid Receipt
9. Evaluation Criteria
10. Evaluation Process Disclosure
11. Evaluation Team
12. Evaluation Matrix
13. Winning Bid
14. Non-Discrimination
15. Executing a Contract
16. Establishing a Contract
17. Termination of Clauses

18. Term of Agreement Modifications
19. Contract Award Notification
20. Supplier Debriefing
21. Non-Competitive Procurement

Please see the Directive for further clarification of these requirements.

Maltby must also 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. In addition, the organization may also be subject to various trade agreements for large, complex procurements.

Scope

This Policy applies to the planning, acquisition and management of goods and services, including but not limited to construction, consulting services, and information technology.

Procurement of goods and services that are exempt from this Policy are as follows:

- Employee contracts, payroll processes, payroll related taxes and pension;
- Training and education;
- Property taxes;
- Utilities;
- Refundable employee expenses (ex. mileage, meals, etc.);
- Client travel, meals and extracurricular activities;
- Licensed professional services (ex. lawyer, psychologist, etc.);
- Licensing fees for programs (ex. SNAP, etc.)
- Agency dues to associations (ex. CMHO, etc.);
- Residential and respite services for the Complex Special Needs program;
- Subcontracted services through other Ontario Transfer Payment Recipient Agencies or agencies as directed by the Province;
- Memorandum of Agreements with school boards and other collaborative partner agencies;
- Ontario Vendor of Record purchasing;
- Cooperative Purchasing/Buying Groups; and
- Emergency purchases.

The principles and requirements of this Policy apply to all Maltby Centre acquisitions other than those specifically excluded within this Policy. This Policy shall be reviewed at least once every five years.

Any exception to this Policy must be approved in accordance with the Approved Authority Schedule in this Policy and shall be justified and documented.

Definitions:

“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 judgement and objectivity. An apparent conflict of interest is one in which a reasonable person would think that the professional’s judgement is likely to be compromised.

“Goods and services” means any goods, construction, and services, including but not limited to information technology and consulting services.

“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 the organization.

“Procurement Value” means the estimated total financial commitment resulting from procurement, taking into account optional extensions, and excluding sales taxes.

“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 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 pre-defined evaluation criteria in which price is not the only factor.

“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.

“Senior Leadership Team member” means the Executive Director, Director of Finance and Corporate Services, and Director of Clinical Programs & Services.

“Supplier/Vendor” means any person or organization that, based on an assessment of that person’s or organization’s financial, technical and commercial capability, 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.

“Written” means a document or information in either electronic or hard copy format.

Further definitions can be found in the BPS Procurement Directive.

Principles

This policy is based on the five key principles in the BPS Procurement Directive that allows Maltby Centre to achieve value for money while following a procurement process that is fair and transparent to all vendors:

- Accountability

Maltby and members of the organization involved in supply chain activities must be accountable for the results of their procurement decisions and the appropriateness of the processes.

- Transparency

Maltby will be transparent to all vendors. Whenever possible, vendors must have equal access to information on procurement opportunities, processes and results.

- Value for Money

Maltby seeks to maximize the value it receives 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 Maltby 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.

Ontario BPS Supply Chain Code of Ethics

Maltby Centre adopts the BPS Supply Chain Code of Ethics to establish that the conduct of all members of the organization involved with supply chain activities must be in accordance with the Code.

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

1. 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 vendors. 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.

2. Accountability and Transparency

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

3. Compliance and Continuous Improvement

Individuals involved with the 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.

Approval Authority Schedule (AAS)

The Approval Authority Schedule (AAS), approved by the Board of Directors, is located in Appendix A of this Policy.

- When determining the value of procurement for approval processes as outlined in the BPS Procurement Directive, Maltby will not take into consideration applicable sales taxes.
- The overall value of the procurement shall not be reduced by dividing a single procurement into multiple procurements in order to circumvent competitive procurement thresholds.
- Prior to commencement, any procurement of goods and non-consulting services must be approved by an appropriate authority in accordance with the AAS.
- The rational for any major planned expenditures is approved in the annual budget by the Board of Directors.

Procurement Methods

The overall objective is to acquire, at the right time and in the most economical manner, the goods and services needed to meet the organization's mandatory requirements, while following the principles and guidelines.

- Procurement methods and procedures for quotations (verbal and written) and competitive (invitational and open) are outlined in Appendix B.
- Further details for procedures for competitive procurements (invitational and open) are outlined in Appendix C. In addition, Appendix D provides responses to irregularities in bids.
- Maltby's contract management guidelines and procedures are covered in Appendix E of this policy.

Members of the organization participating in competitive procurement activities (invitational and open) must consult with the BPS Procurement Directive both in planning for and for the duration of the supply chain activities.

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.

Conflict of Interest

Maltby must monitor any conflict of interest that may arise as a result of the members' of the organization, advisors', external consultants, or supplier's involvement with the supply chain activities.

Individuals involved with 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.

Ontario Vendor of Record Program

Maltby may access the Ontario Vendor of Record Program and volume licencing arrangements where applicable. In such case, Maltby will follow the requirements of the program. Doing business with the Government of Ontario | ontario.ca

Ontario and Canadian Preference

For procurements below \$121,200, Maltby will give preference to Ontario businesses, wherever feasible. Maltby will adopt the definition of Ontario business from the Building Ontario Business Initiative. It defines an Ontario business as one that meets the following criteria:

- Has its headquarters or main office in Ontario; or
- Has at least 250 full-time employees in Ontario at the time of the applicable procurement process.

For procurements at \$121,200 or above, Maltby will give preference to Canadian businesses, wherever feasible subject to requirements of trade legislation.

Co-operative Purchasing/Buying Groups

The organization may participate with the Provincial Government, other government agencies or public authorities in co-operative purchasing arrangements where it is in the best interests of the organization to do so. The decision to participate will be made by either the Executive Director or the Director of Finance & Corporate Services per signing authority limits (or designates). The policies of the government agencies or public authorities calling the co-operative tender are to be the accepted Policy for that particular procurement.

Procurement in Emergencies

An emergency includes a situation presenting imminent or actual danger to the life, health or safety of employees or others acting on the organization's behalf or imminent or actual danger of damage to or destruction of property belonging to the organization. Where, in the opinion of at least two senior leaders (including the Executive Director or designate), an emergency has occurred, the organization may initiate a purchase order in excess of the preauthorized expenditure limit. The justification for the exception is to be fully documented and included in the appropriate files.

Reporting to the Board of Directors

The organization shall maintain a register of all goods and services contracts, agreements, Vendors of Record and Purchase Orders valued in excess of \$121,200 for which this Policy applies. The register shall be included as an appendix in the quarterly reporting through the Finance, Audit and Risk Committee to the Board of Directors.

Appendix A
Approval Authority Schedule (AAS)

The following AAS is approved by Maltby's Board of Directors:

Goods, Non-Consulting Services and Construction			
Procurement Amount before Tax	Means of Procurement	Recommend or Required	Approval Authority
\$0 up to but not including \$100	No quote required May be paid through petty cash, expense report, credit card or corporate account for example.	Recommended	Supervisor/Manager or higher
\$100 up to but not including \$3,000	Verbal quote in advance of purchase (preferably at least 2 suppliers). Typically paid by credit card, corporate account or invoice.	Recommended	Supervisor/Manager or higher
\$3,000 up to but not including \$5,000	At least 3 verbal quotes in advance of purchase. Typically paid by credit card, corporate account or invoice.	Recommended	Manager or higher
\$5,000 up to but not including \$10,000	Three written quotes in advance of purchase. Typically paid by credit card, corporate account or invoice.	Recommended	Senior Leadership Team
\$10,000 up to but not including \$121,200	Invitational competitive procurement (minimum of three suppliers are invited to bid) Typically paid by invoice.	Recommended	Senior Leadership Team per Signing Authority Policy
\$121,200 or more	Open competitive process	Required	Executive Director or Board of Directors per Signing Authority Policy

Consulting Services			
Total Procurement Value	Means of Procurement*	Recommended or Required	Approval Authority
\$0 up to but not including \$5,000	Invitational competitive process (preferably 2-3 suppliers)	Required	Manager or higher
\$5,000 up to but not including \$121,200	Invitational competitive procurement (minimum of three suppliers are invited to bid)	Required	Senior Leadership Team per Signing Authority Policy
\$121,200 or more	Open Competitive Process*	Required	Executive Director or Board of Directors per Signing Authority Policy

*Open competitive process may occur at any value

Non-Competitive			
Total Procurement Value	Means of Procurement*	Recommended or Required	Approval Authority
\$0 up to but not including \$5,000	Single Sourcing	Required	Manager in Consultation with a member of the Senior Leadership Team
\$5,000 up to but not including \$50,000	Single Sourcing	Required	Senior Leadership Team per Signing Authority Policy
\$50,000 or more	Single Sourcing	Required	Executive Director or Board of Directors per Signing Authority Policy

Appendix B

Procurement Methods

Quotation

The Executive Director is authorized to amend procedures for verbal and written quotes.

Method:	Procedures:
Verbal Quotes	<ul style="list-style-type: none">• The requisitioner will prepare a brief description of the goods or services being procured;• List the name(s) of the vendor(s) solicited;• Include the date of the quote(s); and - rationale for choosing a specific vendor whenever multiple quotations are required;• E-mail this to the approver per the AAS seeking pre-approval of the purchase, and• Upon receipt of the goods or service, forward all of the above to finance@maltbycentre.ca, along with a copy of the invoice, and copy the approver per the AAS in the e-mail.• The approver per the AAS will then reply to the e-mail including finance, identifying if the procurement/invoice is approved, denied or requires amendment.
Written Quotes	<ul style="list-style-type: none">• The process for written quotes is the same as verbal quotes with the following documentation additions;• Any copies of documentation provided to vendors to solicit quotations;• A list of all vendors invited to quote, including a note on any vendor who declined to provide a quote;• Copies of all quotes received; and• The rationale for choosing the successful vendor.

Competitive

Approval and changes to procedures for competitive procurement rests with the Board of Directors. See Appendix C and D for more detailed procedures.

Method:	Procedures:
Invitational Competitive Procurement	<ul style="list-style-type: none">• Request for Quote (RFQ) or Request for Proposal (RFP) sent by invitation to suppliers per the AAS
Open Competitive Process	<ul style="list-style-type: none">• Request for Proposal (RFP) posted on an electronic tendering system that is readily accessible by all vendors;

Appendix C

Invitational and Open Competitive Procurement Processes

1. Posting competitive procurement documents:
 - a. Invitational procurements may be sent directly to qualified suppliers per the AAS.
 - b. Open competitive processes must be made through an electronic tendering system that is readily accessible by all vendors.
2. Timelines for posting competitive procurements:
 - a. Invitational procurement should be sent to suppliers with a minimum recommended response time of 5 days.
 - b. Open competitive procurement with a value of \$121,200 or more are to be posted with a minimum response time of 15 calendar days. If the value of the procurement is \$353,300 the minimum response time should be 30 calendar days due to the high complexity, risk, and/or dollar value, and subject to applicable trade agreements.
3. Bid Receipt
 - a. Bid submission date and closing time must be clearly stated and be on a normal working day (Monday to Friday, excluding provincial and national holidays).
 - b. The method of delivery shall also be specified in the request document.
 - c. In general, procurement documentation should avoid naming specific products or brands, unless there is a valid purpose such as to avoid unacceptable risk. In these situations, the rationale for the choice of the specific product will be documented.
 - d. Submissions that are delivered after the closing time must be returned unopened.
 - e. A bidder who has already submitted a bid may submit a further bid at any time up to the official closing time and date specified by the request call. The last bid received shall supersede and invalidate all bids previously submitted by that bidder.
 - f. A bidder may withdraw their bid at any time up to official closing time with a signed letter.
 - g. Bidders may be requested to supply a list of all sub-contractors to be employed on a project. Any changes to the list of sub-contractors, or addition thereto, must be approved by the Purchaser.
4. Evaluation Criteria
 - a. Evaluation Criteria must be developed, reviewed and approved by the signing authority in the AAS prior to commencement of the competitive procurement process.
 - b. Competitive procurement documents must clearly outline mandatory, rated, and other criteria that will be used to evaluate submissions, including weight of each criterion.
 - c. Mandatory criteria (ex. technical standards) should be kept to a minimum to ensure that no bid is unnecessarily disqualified.
 - d. Maximum justifiable weighting must be allocated to the price/cost component of the evaluation criteria.
 - e. All criteria must comply with the non-discrimination criteria in the BPS Procurement Directive. Maltby must not discriminate or exercise preferential

treatment in awarding a contract to a supplier as a result of a competitive procurement process.

- f. The evaluation criteria are to be altered only by means of addendum to the competitive procurement documents.
- g. Maltby may request suppliers to provide alternative strategies or solutions as part of their submission. If so, criteria must be established to evaluate alternative strategies or solutions prior to the commencement of the competitive procurement process. Alternative strategies or solutions must not be considered unless they are explicitly requested in the competitive procurement documents.

5. Evaluation Process Disclosure

- a. Competitive procurement documents must fully disclose the evaluation methodology and process to be used in assessing submissions, including the method of resolving tie score.
- b. They must also state that submissions that do not meet the mandatory criteria will be disqualified.

6. Evaluation Team

- a. Competitive procurement processes require an evaluation team responsible for reviewing and rating the compliant bids.
- b. Evaluation team members must be 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 appear or appear to create a conflict of interest.
- c. Evaluation team members must sign a conflict-of-interest declaration and non-disclosure of confidential information agreement.

7. Evaluation Matrix

- a. Each evaluation team member must complete an evaluation matrix, rating each of the submissions. Records of evaluation scores must be retained for audit purposes.
- b. Evaluators must ensure that everything they say or write about submissions is fair, factual and fully defensible.

8. Winning Bid

- a. 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.

9. No Acceptable Bid

- a. When all the bids exceed the organization's budget, or do not meet the requirements, or do not represent fair market value, a revised solicitation will be issued. The Executive Director (or authorized designate) may waive the need for a revised bid solicitation and enter into direct negotiations with the lowest responsive bidder, under the following circumstances:
 - i. the total cost of the lowest responsive bid is in excess of the funds approved by the organization for the project;
 - ii. the Executive Director or authorized designate is able to justify, in writing, that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the bid solicitation; and

- iii. the method of negotiation shall be those accepted as standard negotiating procedures that employ ethical public procurement practices.

10. Direct Negotiation

- a. Goods and services may be purchased using Direct Negotiation only if one or more of the following conditions apply:
 - i. the required goods and services are reasonably available from only one source by reason of the scarcity of supply in the market, or the existence of exclusive rights held by any supplier, or the need for compatibility with goods and services previously acquired and there are no reasonable alternatives or substitutes;
 - ii. the required goods and services will be additional to similar goods and services being supplied under an existing contract (i.e., contract extension or renewal); - an attempt to purchase the required goods and services has been made in good faith using a method other than Direct Negotiation, but failed to identify a successful supplier and it is not reasonable or desirable that a further attempt to purchase the goods and services be made using a method other than Direct Negotiation;
 - iii. the goods and services are required as a result of an emergency, which would not reasonably permit the use of a method other than Direct Negotiation; and/or - the required goods and services are to be supplied by a particular vendor or supplier having special knowledge, skills, expertise or experience.

11. Bid Irregularities

- a. For procedures on handling bid irregularities, please see Appendix D.

12. Rejections of Offers

- a. The organization has the right to cease negotiations and reject any offer.

13. Tie Bids

- a. If two equal bids are received, the organization will offer an opportunity for bidders to re-bid. Should a tie persist, the following factors will be considered:
 - i. prompt payment discount;
 - ii. when delivery is an important factor, the bidder offering the best delivery date be given preference;
 - iii. a bidder in a position to offer better after sales service, with a good record in this regard, shall be given preference;
 - iv. a bidder with an overall satisfactory performance record shall be given preference over a bidder known to have an unsatisfactory performance record or no previous experience with the organization; and
 - v. if the above does not break the tie, the Director of Finance & Corporate Services or designate will flip a coin with one of the bidders making the selection of heads or tails.

14. Only One Bid Received

- a. If only one bid is received, but the Executive Director (or designate) feels more bids could be secured, the bid may be returned unopened to the bidder and the RFP/RFQ/RFT sent out again at a later date.
- b. The bidder will be informed that this is the plan.

- c. If only one bid is received, the Executive Director (or designate) may recommend opening and evaluating the bid and awarding the bidder the purchasing contract if it is acceptable. If the bid is not acceptable, the procedures set out under "No Acceptable Bid" are to be followed.

15. Contract Award Notification

- a. For procurements valued at \$121,200 or more, Maltby shall post, in the same manner as the procurement documents were posted, contract award notification.
- b. The notification must be posted after the agreement between the successful supplier and the organization was executed.
- c. Contract award notification must list the name of the successful supplier, agreement start and end dates, and any extension options.

16. Supplier Debriefing

- a. For procurements valued at \$121,200 or more, Maltby will inform all unsuccessful suppliers about their entitlement to a debriefing.
- b. Maltby will allow unsuccessful suppliers 60 calendar days following the date of the contract award notification to request a debriefing.

17. Non-Competitive Procurement

- a. Maltby should employ a competitive procurement process where identified in this policy, to achieve optimum value for money. It is recognized, however, that special circumstances may require organizations to use non-competitive procurement.
- b. Maltby may utilize non-competitive procurement as permitted in this policy, and only in situations outlined in the exemption, exception, or non-application clauses of applicable trade agreements.
- c. Prior to commencement of non-competitive procurement, supporting documentation must be completed and approved by an appropriate authority per the AAS.
- d. The requirement for competitive bid solicitation for goods, services and construction may be waived by an approver per the AAS under the following circumstances:
 - i. where competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, technical secrets or controls of raw material;
 - ii. where due to unusual market condition, the goods, services or construction required are in short supply; - where only one source of supply would be acceptable and cost effective;
 - iii. where the goods, services or construction can only be supplied by a particular supplier and no alternative exists;
 - iv. where, due to security or confidentiality issues, it would not be in the public interest to solicit competitive bids; or
 - v. in the event of an emergency.

Appendix D
Irregularities Contained in Bids

Irregularity	Response
Late Bid	Automatic rejection, not read publicly and returned unopened to the bidder
Unsealed Envelopes	Automatic rejection
Incomplete, illegible or obscure bids or bids which contain additions not called for, erasures, alterations, errors or irregularities of any kind	May be rejected as information documents
All necessary Addenda have not been acknowledged	Automatic rejection
Failure to attend mandatory site visit	Automatic rejection
Failure to include signature of the person authorized to bind the Tender	Automatic rejection
Conditions placed by the Tenderer on the total contract price	Automatic rejection
Bids containing minor mathematical errors	<p>If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price or, if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly</p> <p>If both the unit price and the total price are left blank, then both shall be considered as zero.</p> <p>If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity.</p> <p>If the total price is left blank for a lump sum item, it shall be considered as zero.</p> <p>If the Tender contains an error in addition and/or subtraction and/or transcription in the approved tender documentation format requested (i.e., not the additional supporting documentation supplied), the error shall be corrected, and the corrected total contract price shall govern.</p>
Tenders containing prices which appear to be so unbalanced as to likely affect the interests of the organization adversely	May be rejected

Appendix E **Contract Management**

Contractual Agreements

The award of contract may be made by way of a formal agreement. A Contract Agreement is to be used when the resulting contract is straightforward and will contain the organization's standard terms and conditions. A more formal agreement is to be used when the resulting contract is complex and will contain terms and conditions other than the organization's standard terms and conditions.

It shall be the responsibility of the Executive Director (or authorized designate) and Director of Finance & Corporate Services to determine if it is in the best interest of the organization to establish a formal agreement with the supplier. If a formal agreement is established, it shall be reviewed and approved per the Signing Authority Policy. Where a formal agreement is issued, the organization may issue a Purchase Order or Contract Record incorporating the formal agreement. Where a formal agreement is not required, the organization shall issue a Purchase Order or Contract Record incorporating the terms and conditions relevant to the award of contract.

Contract Amendments and Revisions

No amendment or revision to a contract shall be made unless the amendment is in the best interest of the organization. No amendment that changes the price of a contract shall be agreed to without a corresponding change in requirement or scope of work. Amendments to contracts are subject to the identification and availability of sufficient funds in appropriate accounts within the organization's approved budget, including authorized revisions. The Executive Director (or authorized designate) and Director of Finance & Corporate Services may authorize amendments to contracts provided the total amended value of the contract is within the approval authority. Where expenditures for the proposed amendment combined with the price of the original contract exceeds the organization's approved budget for the project, a report prepared by the Director of Finance & Corporate Services shall be submitted to the Executive Director (or authorized) for approval.

Execution and Custody of Documents

The Executive Director (or authorized designate) is authorized to execute formal agreements in the name of the organization. The organization shall execute Purchase Orders and/or Contract Records issued in accordance with these provisions. The Director of Finance & Corporate Services shall be responsible for the safeguarding of original purchasing and contract documentation for the contracting of goods or services for which the award is made by delegated authority.

Exclusion of Bidders Due to Poor Performance

The Executive Director (or authorized designate) shall document rationale where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for health and safety violations. The Director of Finance & Corporate Services may prohibit an unsatisfactory supplier from bidding on future contracts for a period of up to five years.

Receipt of Goods

The organization shall:

- arrange for the prompt inspection of goods on receipt to confirm conformance with the terms of the contract;
- rectify discrepancies immediately; and
- coordinate an appropriate course of action for any non-performance or discrepancies.