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**APPENDIX F – EDMONTON POLICE  
COMMISSION PROCUREMENT &  
CONTRACTING PROCEDURES**

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Approved April 16, 2020

**NOTE: Appendix F applies to the Edmonton Police Commission and not the Edmonton Police Service which has its' own policy, rules and procedures governing procurement and contracts.**

**DEFINITIONS:**

**CONTRACT:** means a written record wherein the parties to the accord exchange mutually enforceable promises for consideration with the intention to create legally binding obligations.

**EVALUATION COMMITTEE:** means a committee of individuals, which may include Commission employees and Commissioners, established to evaluate bid submissions in a competitive procurement process

**EVALUATION PLAN:** means a document that specifies all RFX evaluation criteria, the respective weighting and importance factors, the method that will be used to determine which bid(s) meet the requirements and the scoring grid against which the evaluation criteria will be scored to determine the successful or preferred or shortlisted suppliers

**FORMAL DISPUTE:** means a dispute between the Commission and a supplier that has become the subject of litigation or an alternative dispute resolution process, including a process set out in the contract between the Commission and the supplier

**LEGAL HOLD:** means the process that the Commission uses to preserve all forms of potentially relevant information when litigation is pending or reasonably anticipated

**POLITICALLY SENSITIVE PROCUREMENTS:** means that the media and/or public is expected to take an interest in the procurement

**PROCUREMENT:** means the acquisition of goods, services, construction, or intellectual property rights from a supplier, but does not include the acquisition of land

**PROPONENT:** means the person, company or corporation providing a response to a Request For X

**REQUEST FOR X (RFX):** means a document used to obtain written proposals from suppliers, including Request For Pre-Qualification (RFPQ), Request For Proposal (RFP), Invitation to Tender (ITT), Request For Quotation (RFQ), Request For an Expression of Interest (RFEOI), and Request For Information (RFI)

**SINGLE SOURCE:** means a non-competitive procurement process in which suppliers do not compete for the option to enter into a contract with the Commission due to a business decision to use a single source of supply when other sources exist within the market for the desired good, service, construction, or intellectual property right

**SOLE SOURCE:** means a non-competitive procurement process in which suppliers do not compete for the option to enter into a contract with the Commission because there is only one source of supply for the good, service, construction, or intellectual property available to the Commission within the market

**SUPPLIER:** means a provider of goods, services, construction, or intellectual property rights by purchase, rental, lease, conditional sale, or any other means, and includes the terms vendor, consultant, contractor, and lessor

**UNSOLICITED PROPOSAL:** means a written proposal not requested by the Commission that is submitted by a supplier to provide goods, services, construction or intellectual property rights to the Commission.

### **RULES GOVERNING PROCUREMENT:**

**CRITERIA AND PURPOSE:** The Commission will conduct procurements in a manner that is open, fair and transparent. The Commission will take accountability for ensuring the efficiency and effectiveness of the procurement process, including their responsibility to all stakeholders such as suppliers and the public. The Commission will also ensure that it applies a consistent approach to the procurement process.

Notwithstanding policies and procedures set out in Appendix F, the Commission may, at its' discretion, seek guidance, assistance, or expertise relating to procurement and contracts from either the Edmonton Police Service or City of Edmonton, with their agreement. In those circumstances where outside assistance is obtained, the Commission may conduct procurement activities under the policies, procedures, and obligations set out for either the Edmonton Police Service or City of Edmonton.

**ACCOUNTABILITY:** The Commission will ensure it uses the Competitive Procurement procedure, unless the procurement falls within one of the following exceptions:

- a. for one-time procurements with a value of up to \$25,000, the Commission should use the Self- Service Procurement procedure
- b. for procurements with a value between \$25,000 and \$75,000 for goods, services and intellectual property rights where more than one supplier is available, then the Commission should use the Invitational Procurement procedure
  - o If only one supplier is available, the Commission may use the Non-Competitive Procurement procedure
- c. for procurements with a value between \$75,000 and up to \$500,00 for goods, services and intellectual property rights, where a trade agreement exception applies, and more than one supplier is available, the Commission can use the Invitational Procurement procedure
  - o If only one supplier is available, the Commission may use the Non-Competitive Procurement procedure
- d. procurement of lawyers is exempt from the requirement to publicly tender
  - o Procurements of lawyers and experts for assistance with legal matters are generally the subject of special confidentiality rules and protections, called "privilege". To protect the

privilege, care needs to be taken to ensure that the confidentiality of these procurements is protected and only those who absolutely need to know about the procurement should be informed;

- ~~In cases where the Commission is retaining a lawyer, the Commission and the supplier will agree upon the form of retainer to be used~~
- The Commission's legal counsel shall lead any procurement of experts for legal matters, including but not limited to, potential or ongoing litigation.

**PROCESS ON EXCEPTIONS:** When calculating the value of a procurement for the purpose of determining if one of the exceptions listed above apply, the Commission must include all amounts to be paid by the Commission over the term of the contract, including options, and must not separate procurements for the purpose of reducing the total value. If the same good or services has been procured from a supplier within the last 12 months, the total amount paid to the supplier in the last 12 months must be included in determining the total value of the procurement. The Commission's Executive Director must appropriately justify all non-competitive procurement processes to the Commission.

**SELF-SERVICE PROCUREMENT:** The self-service procurement procedure is available to the Commission to use for procurements worth \$25,000 or less, in lieu of utilizing a competitive or invitational procurement. The following processes apply to this procedure:

- a. The Executive Director will determine the scope for the procurement.
- b. The Executive Director may choose to use a RFQ and will provide to prospective suppliers, in writing, the contract scope and any applicable terms and conditions, the date and time up to which RFQ's will be accepted, and the evaluation criteria that will be used to award the contract.
- c. The Executive Director will identify a proposed supplier and request a quotation and obtain any required contract documentation, such as terms and conditions, from the proposed supplier.
- d. The Executive Director will ensure that all contract documents are duly signed and executed in accordance with EPC Policy 5.5.2 – Expenditure Approval and Signing Authorities and have received legal review (if applicable).
- e. For procurements of \$5000 or less, the Executive Director may use the Edmonton Police Service's issued corporate credit card held by the Commission.
- f. The Executive Director is responsible for retaining all records related to the procurement including all quotations requested and received and evaluation results.

**NON-COMPETITIVE PROCUREMENT:** The non-competitive procurement procedure should not be used in lieu of a competitive procurement procedure unless a valid justification exists. Single source non-competitive procedure should be used only in situations where there are substantial business reasons that outweigh the use of either an invitational procurement process or competitive procurement process. Sole source non-competitive procurement procedure should be accompanied by sufficient documentation to establish that only one supplier can meet the requirements of the procurement. The following processes apply to this procedure:

- a. The Commission must conduct market research including viewing product demonstrations or supplier presentations. The Commission should ensure that market research complies with any trade agreement requirements or restrictions regarding market research and consultation.
- b. For non-competitive procurements of \$25,000 to \$500,000, the Executive Director will determine the contract scope and will determine if the procurement falls under a trade agreement exception for any procurements that will exceed the applicable trade agreement thresholds.
- c. Prior to awarding the contract, the Commission may issue an Advance Contract Award Notice (ACAN) which will be publicly posted on the Commission's website for a minimum of 10 days according to the following standards:
  - o The ACAN must contain a brief description of the contract scope and provide pertinent information that will assist suppliers to determine their interest in fulfilling the requirement and their ability to successfully meet any key conditions and requirements of the Commission;
  - o If the ACAN results in a response from a potential supplier(s), the Executive Director will review the response(s) and determine if a competitive or invitational procurement process should be used for the procurement rather than a non-competitive procurement process.
- d. Once all necessary approvals for the sourcing event have been obtained from the appropriate delegated authority, the Executive Director will request a quotation and obtain any required contract documentation from the proposed supplier.
- e. The Executive Director will ensure that all contract documents are signed and executed in accordance with EPC policy 5.5.2 – Expenditure Approval and Signing Authorities and has received legal review (if necessary).
- f. For non-competitive procurements over \$75,000, the Executive Director must determine if the procurement falls under one of the following trade agreement exceptions:
  - o New West Partnership Trade Agreement (NWPTA) (Part V: Exceptions);
  - o Canadian Free Trade Agreement (CFTA) (Chapter 5 – Government Procedures);
  - o Canada-European Union Comprehensive Economic and Trade Agreement (CETA).
- g. The Executive Director will also obtain a legal review for all non-competitive procurements over \$75,000 and will obtain Commission approval prior to entering into any contract with a prospective supplier.

**COMPETITIVE PROCUREMENT:** The Commission will use the competitive procurement procedure as its preferred method for procurements over \$25,000. The following processes apply to this procedure:

- a. The Commission will ensure that the procurement practices used contain no geographically-based discrimination against suppliers for purchases above relevant trade agreement thresholds and use non-discriminatory (i.e. non-prejudiced and unbiased) practices in all aspects of the process, from writing the contract scope to evaluation of bids and proposals to awarding contracts.

- b. The Executive Director will ensure that the public and potential suppliers can easily obtain information on the Commission's competitive procurement opportunities.
- c. The Executive Director will determine the most appropriate competitive procurement approach (RFx).
- d. The Executive Director will finalize the contract scope including terms and conditions and the evaluation plan that will be used by the evaluation committee (if a committee is deemed necessary).
- e. The Executive Director will obtain any necessary legal reviews (if deemed necessary).
- f. The Executive Director will be responsible to receive all submissions from bidders.
- g. The Executive Director will review all submissions from bidders with appropriate subject matter experts as required to verify they comply with all mandatory procurement requirements listed in the RFx.
- h. After validating that each submission received meets the mandatory procurement requirements, the evaluation committee (if one was formed) will evaluate the submissions in accordance with the evaluation plan.
- i. The Executive Director will use the scoring results from the evaluation committee to recommend the contract award and enter into contract negotiations with the preferred bidder.
- j. The Executive Director will contact the successful or preferred bidder and commence negotiations, if applicable.
- k. Following award of the contract or cancellation of the competition, the Executive Director will notify all unsuccessful bidders and will provide debriefings for any interested bidders following notification of the award.

**INVITATIONAL PROCUREMENT:** The invitational procurement procedure is available to the Commission in lieu of a competitive procurement process. The following processes apply to this procedure:

- a. The Executive Director will determine the contract scope for the procurement.
- b. The Executive Director must document the evaluation plan that identifies how the submissions received from invited suppliers will be evaluated to determine the preferred supplier.
- c. The Executive Director should identify, preferably, at least three potential suppliers that may respond to the proposed invitational procurement.
- d. The Executive Director will review all submissions and select a preferred supplier in accordance with the evaluation plan in the Invitation RFx.
- e. Following award of the contract or cancellation of the competition, the Executive Director will notify all unsuccessful bidders and will provide debriefings for any interested bidders following the notification of award.

**UNSOLICITED PROPOSALS:** The Commission is under no obligation to perform an evaluation of any unsolicited proposal and reserves the right to consider or reject any unsolicited proposal in whole or in part. Should the Commission enter into a contractual relationship as a result of an unsolicited proposal, then the Commission shall adhere to the non-competitive procurement procedure.

## **RULES GOVERNING CONTRACTS:**

**CRITERIA AND PURPOSE:** The purpose of the process for managing contracts that result from procurement activities is to ensure best practices are followed and to establish guiding principles and procedures. The Executive Director will be guided by the following principles when carrying out their duties under this procedure:

- Ensure that all parties to a contract fully meet their respective obligations as efficiently and effectively as possible in order to continually deliver the business, financial, and operational objectives the contract is intended to achieve;
- Comply with all relevant City of Edmonton policies, directives, procedures, and trade agreements; and
- Reduce contractual risk to the Commission through active contract management.

**CONTRACT COMPLIANCE:** This procedure prescribes the Commission's processes for managing, monitoring and validating the performance of a contract and to describe the required functions of the Executive Director. They are as follows:

- a. The Executive Director will monitor and ensure compliance with the contract and will identify and address risks and issues.
- b. Before allowing payment to be made to the supplier, validate invoicing and any supporting documents, by ensuring that the quality, quantity, timing, and cost of the received deliverables are in accordance with the contract.
- c. If discount pricing is allowed by the contract if early payment is made, then the Executive Director will make every effort to ensure early payment is made to secure discounted pricing.
- d. The Executive Director will perform periodic performance reviews with the supplier.
- e. If required, the Executive Director will schedule meetings with the supplier to address any risks and/or issues that may require timely remedial action. The Executive Director will also develop and implement a strategy to address any issues which will aid in the successful completion of the contract.
- f. If the contract includes warranties provided by the supplier, then the Executive Director will be responsible for the ongoing management of these warranties.

**DISPUTE MANAGEMENT:** The specific steps required to resolve a formal dispute between the Commission and a supplier are as follows:

- a. If a supplier initiates a formal dispute resolution regarding a contract (by serving a notice of dispute within the time required by the contract), the Executive Director will promptly acknowledge receipt of the supplier's notification of formal dispute and will ensure all records relevant to the formal dispute are placed in a legal hold by the Commission's internal legal counsel. The Commission's internal legal counsel will send a notification to all employees

instructing them not to delete electronically stored information or discard paper documents that may be relevant to the dispute and any imminent legal case.

- b. If the Executive Director determines the Commission should initiate a formal dispute resolution process under a contract, then the Executive Director will provide notice to the supplier of the contract using legal counsel (if deemed necessary) and must also initiate a legal hold for all relevant records.
- c. The Executive Director will thoroughly research, identify, document, and summarize the issues and the respective positions of the Commission and supplier that resulted in the formal dispute.
- d. The Executive Director may seek guidance and support from legal counsel (if deemed necessary) throughout the formal dispute resolution process.
- e. The Executive Director will attempt to resolve a formal dispute with the supplier considering other options such as negotiation, alternate dispute resolution, mediation, or arbitration, taking into consideration the Commission's reputation, stewardship of tax revenue, priorities and other strategic factors.

### **CONFLICT OF INTEREST:**

**CRITERIA AND PURPOSE:** The purpose of this procedure is to outline the mechanisms to reduce the risk and potential conflict that may arise if a member of the Commission (staff or Commissioner) participates in a Commission procurement as a proponent or a member of the proponent's proposed team. The Commission is committed to transparency in the procurement process and wants to ensure that Commission resources are not exploited for personal gain and that awarding of contracts is carried out without any unfair competitive advantage or favouritism.

### **PRINCIPLES AND PROCESSES:**

- a. A member of the Commission, **or Commission staff (staff)**, must not have financial or controlling interest, either directly or indirectly, in a proponent or a member of the proponent's proposed team that is participating in a Commission procurement process, unless the interest is disclosed and addressed in advance in accordance with this procedure.
- b. If a member of the Commission, **or a member of staff**, participates in a procurement process as a proponent or a member of the proponent's proposed team and it results in a conflict of interest or results in an unfair competitive advantage that cannot be mitigated, then the proponent will be disqualified from the Commission's procurement process.
- c. The Executive Director will determine if a member of the Commission, **or staff**, is in possession of or has access to relevant material and confidential information that may provide an unfair competitive advantage to the proponent.
- d. **Should a conflict of interest and/or an unfair competitive advantage be determined to possibly exist, the Executive Director shall refer the matter to the Commission for further review and consideration.**



- e. While the potential procurement is under review by the Commission, the Commission shall take into consideration all applicable policies, procedures, and guidelines, as well as the following:
  - The individual Commissioner's or staff's role and position within the organization;
  - The individual's involvement with relevant or similar goods, services, or intellectual property rights being procured by the Commission;
  - The nature and frequency of the Commissioner's or staff's interactions with the bidder and if that individual is in possession of, or has access to, relevant materials and/or confidential information in relation to the procurement in question;
  - The Commissioner's or staff's perspective regarding their level of involvement in the procurement in question process, including their ability to carry out their roles and responsibilities with objectivity during the procurement process.
- f. If the Commission determines that a conflict of interest or unfair competitive advantage exists with regard to the involvement of a Commissioner or staff member, then the Commission will provide recommendations as to whether or not these can be mitigated or managed with the bidder.
- g. If mitigation strategies cannot be implemented, then the Executive Director shall disqualify the applicable bidder, or take steps to terminate the applicable contract.
- h. The Executive Director or Commission may, at their discretion, retain legal or expert advice to assist with this process.

**References:**

1. *City of Edmonton Bylaw 16620 – City Administration Bylaw*
2. *City of Edmonton Bylaw 14040 – Edmonton Police Commission Bylaw*
3. *City of Edmonton – Procurement Standard*
4. ~~*City of Edmonton Directive A1465B – Procurement*~~
5. ~~*City of Edmonton Administrative Procedure – Self-Service Procurement*~~
6. ~~*City of Edmonton Administrative Procedure – Non-Competitive Procurement*~~
7. ~~*City of Edmonton Administrative Procedure – Competitive Procurement*~~
8. ~~*City of Edmonton Administrative Procedure – Invitational Procurement*~~
9. ~~*City of Edmonton Administrative Procedure – Conflict of Interest to Members of Civic Agencies*~~
10. ~~*City of Edmonton Administrative Procedure – Review of Unsolicited Proposals*~~
11. ~~*City of Edmonton Administrative Procedure – Retainer of Lawyers and Experts for Legal Purposes*~~
12. ~~*City of Edmonton Directive A1205A – Contract Management*~~
13. ~~*City of Edmonton Administrative Procedure – Manage, Monitor, and Ensure Contract Compliance*~~
14. ~~*City of Edmonton Administrative Procedure – Manage and Resolve Disputes*~~
15. ~~*City of Edmonton Administrative Procedure – Contract Completion and Financial Closeout*~~
16. *EPC Policy 5.5.2 – Expenditure Approval and Signing Authorities*
17. *New West Partnership Trade Agreement (NWPTA)*
18. *Comprehensive Economic and Trade Agreement (CETA)*
19. *Canadian Free Trade Agreement (CFTA)*