

TORONTO POLICE SERVICES BOARD

BY-LAW No. 163

PURCHASING BY-LAW

PART I PURPOSE AND INTERPRETATION

1. Purpose

The purpose of this by-law is to:

- 1.1 Promote effective use of funds through procurement methods and decisions that achieve best value for money while maintaining the integrity of the procurement process;
- 1.2 Protect the interests of the Toronto Police Service, the Toronto Police Services Board, the public and persons participating in the procurement process by providing a clear statement of how goods and services will be acquired;
- 1.3 Maintain trust and confidence in the stewardship of public funds through objective, fair, transparent and efficient procurement processes;
- 1.4 Promote procurement processes and decisions that are in compliance with applicable legislation, best public procurement practices, and are consistent with the strategic objectives established by the Toronto Police Services Board;
- 1.5 Ensure that procurement is conducted in a manner that enables the units of the Toronto Police Service to operate efficiently and effectively;
- 1.6 Clearly define the roles and responsibilities of persons involved in the procurement process;
- 1.7 Define the process for the acquisition and disposal of goods and services;
- 1.8 Clearly define circumstances in which non-competitive procurements may be awarded; and
- 1.9 Obtain efficiencies where possible by maximizing buying power through economies of scale and participating in cooperative buying groups or with other public bodies and agencies.

2. Applicability

- 2.1 The provisions of this by-law shall apply to all members and employees of the Service and the Board.
- 2.2 The provisions of this by-law shall apply to the procurement of Goods or Services using

funds received from a grant.

2.3 The acquisition of real property is not governed by this by-law.

2.4 The acquisition of those items listed in Schedule A is not governed by this by-law.

3. By-law Review

This by-law shall be reviewed and evaluated for effectiveness at least every five (5) years from the date of its enactment.

4. Legislative Obligations

The acquisition of Goods and Services shall be conducted in compliance with international/interprovincial trade treaties or agreements, as applicable and as may be amended from time to time, including but not limited to, the North American Free Trade Agreement (NAFTA); the Ontario and Quebec Trade and Cooperation Agreement (OQTCA); the Canadian Free Trade Agreement (CFTA); the Business Discrimination Act and the Canadian Economic Trade Agreement (CETA).

5. Definitions

The following terms shall have the meanings indicated:

- (a) "ACT"– The Police Services Act, or its successor legislation, as it may be amended from time to time.
- (b) "AWARD" – The acceptance of a Bid in accordance with this by-law.
- (c) "BEST VALUE" – The optimal balance of performance and cost determined in accordance with pre-determined Evaluation Criteria disclosed in a Solicitation for the purpose of making an Award. For competitive procurements, best value is represented by the highest ranked Bid.
- (d) "BID" – An offer or submission from a vendor in response to a Solicitation.
- (e) "BIDDER" – Any legal entity that submits a bid in response to a Solicitation.
- (f) "BID DISPUTE" – A written dispute raised by a bidder about the methods employed or decisions made by a representative of the Service in the administration of a Bid document or Bid process that leads to an Award and a Contract.
- (g) "BOARD" – The Toronto Police Services Board.
- (h) "BUYING GROUP" – A group that carries out a single joint procurement process.
- (i) "C.A.O." – The person holding the position of Chief Administrative Officer of the Service or a similar successor position.
- (j) "CHAIR" – The person holding the position of Chair of the Board or a similar successor position.

- (k) "CHIEF" – The person holding the position of Chief of Police of the Service or a similar successor position.
- (l) "CITY" – The City of Toronto.
- (m) "CITY SOLICITOR" – The person responsible for the operation of the Legal Services Division of the City.
- (n) COMMAND – Deputy Chiefs, excluding the C.A.O.
- (o) "CONTRACT" – An agreement between the Board and a vendor for the procurement of Goods or Services.
- (p) "CONTRACT VALUE" – The total value of the Goods or Services which includes the term of the Contract and any option years including any related ongoing costs such as warranty, support services and maintenance, excluding applicable taxes.
- (q) "CO-OPERATIVE PURCHASING" – A procurement process that is conducted by one Public Body or Buying Group on behalf of one or more Public Bodies.
- (r) "DIRECTOR" – The person holding that position in the Service Finance and Business Management Pillar, or a similar successor position.
- (s) "ELECTRONIC TENDERING SYSTEM" – A computer-based system that provides vendors with access to information related to open competitive procurements.
- (t) "EMERGENCY" – Any situation of extreme urgency brought about by unforeseeable events that make the procurement of Goods and Services necessary to address an immediate risk to persons, health, safety, security, property, the environment or other public interests of the Service.
- (u) "EVALUATION CRITERIA" – The criteria, weights and ratings, as set out in both the notice of intended solicitation and the Solicitation.
- (v) "GOODS" – All forms of personal property, both tangible and intangible.
- (w) "HIGHEST SCORING SUBMISSION" – The highest scoring compliant Bid submitted in response to a solicitation, using all identified evaluation criteria.
- (x) "LIMITED SOLICITATION" – A competitive solicitation method where at least three vendors of Services choice are invited and given an equal opportunity to bid to the Solicitation.
- (y) "LOWEST COST BID" – The lowest cost compliant Bid submitted in response to a Solicitation meeting technical specifications and vendor qualifications.
- (z) "MAJOR IRREGULARITY" – A deviation from the requirements in a Solicitation which: (i) affects the substance, as opposed to the form, of a Bid in terms of the price, quality, quantity or delivery, and is material to the Award; or (ii) if permitted could provide a bidder unfair advantage over competitors.

- (aa) "MINOR IRREGULARITY" – A deviation from the requirements in a Solicitation which: (i) affects the form, as opposed to the substance, of a Bid in terms of the price, quality, quantity, or delivery and is not material to the Award; and (ii) if the deviation is permitted or corrected, would not give the bidder a significant advantage over competitors.
- (bb) "NON-COMPETITIVE PROCUREMENT" – A procurement negotiated directly from one or more suppliers, but does not include negotiations provided for under the terms of competitive solicitation.
- (cc) "NON-COMPLIANT" – The response to the Solicitation does not conform to the mandatory requirements contained in the Solicitation.
- (dd) "PROCEDURES" – The procedures manual developed by the Purchasing Manager, consistent with the requirements of this by-law and best public procurement practices in the industry.
- (ee) "PUBLIC BODY" – Any level of government or government agency, including a policing agency, municipality or local board, commission or non-profit corporation carrying out procurement services for public bodies, and includes any corporation of which the City is a shareholder.
- (ff) "PURCHASING MANAGER" – The person holding the position of Manager, Purchasing Services within the Service's Finance and Business Management Pillar or designate.
- (gg) "REQUEST FOR EXPRESSIONS OF INTEREST (R.E.O.I.)" – A general market research tool, issued prior to issuing a Solicitation, to determine vendor interest in a proposed procurement. It is used prior to issuing a bid Solicitation and is not intended to result in the award of a Contract.
- (hh) "REQUEST FOR INFORMATION (R.F.I.)" – A general market research tool requesting vendors to provide information or advice about how to better define the problem or need, or alternative solutions and costs. It should not be used to pre-qualify or screen vendors. It is not intended to result in the award of a contract.
- (ii) "REQUEST FOR PRE-QUALIFICATION (R.F.P.Q.)" – A Solicitation that is issued to gather submission information on supplier capabilities and qualifications with the intention of creating a list of pre-qualified suppliers for future selective Solicitations, including:
 - (i) A one-time future solicitation; or
 - (ii) A multi-use list approved by the Board for Solicitations of a predefined scope and duration.
- (jj) "REQUEST FOR PROPOSALS (R.F.P.)" – A competitive procurement process to obtain Best Value for obtaining unique proposals designed to meet terms of reference which is based on Evaluation Criteria and awarded to the Highest Scoring Submission.

- (kk) "REQUEST FOR QUOTATIONS (R.F.Q.)" – A Solicitation issued to obtain competitive bids for standard Goods or Services based on simply or precisely defined requirements for which a fixed or simply calculated price will be paid or a clear or single solution exists and the Award goes to the Lowest Cost Bid.
- (ll) "REQUEST FOR SERVICES (R.F.S.)" – A competitive procurement process to obtain services on a temporary basis, which may include using prequalification lists.
- (mm) "SENIOR MANAGEMENT TEAM" – The member assigned to head a pillar and at a Director or Staff Superintendent level, either temporary or permanently, according to the organizational chart approved by the Board.
- (nn) "SERVICE" – The Toronto Police Service. "T.P.S." shall have the same meaning as the Service.
- (oo) "SOLICITATION" – A written notice to vendors, whether or not it is publicly advertised or intended to result in a Contract, and includes a:
 - (i) Request for Expressions of Interest (R.E.O.I.);
 - (ii) Request for Information (R.F.I.);
 - (iii) Request for Prequalification (R.F.P.Q.);
 - (iv) Request for Proposals (R.F.P.);
 - (v) Request for Quotations (R.F.Q.); and
 - (vi) Request for Services (R.F.S.).
- (pp) "TECHNICAL SPECIFICATION" – A requirement in a Solicitation that:
 - (i) Sets out the characteristics of a Good or Service to be procured, including quality, performance (safety and dimensions, or the processes and methods for their production or provision);
 - (ii) Is based on international standards or national technical regulations, recognized national standards or building codes;
 - (iii) Is set out in terms of performance and functional requirements rather than design or descriptive characteristics; and
 - (iv) If standards are used to define specifications, the Service must ensure that they do not create a barrier to a competitive procurement and shall consider any equivalent specifications that meet the performance.
- (qq) "TWO-ENVELOPE METHOD" – A procurement process in which a proposal is submitted in two separate envelopes. The technical and qualitative information are submitted in the first envelope and the price envelope is provided in the second envelope. The second envelope is opened only if the information in the first envelope

shows the bidder to be qualified in accordance with the requirements.

- (rr) "UNFAIR ADVANTAGE" – In relation to a procurement process, an unfair advantage includes but is not limited to:
- (i) Having, or having access to, confidential information in the preparation of a bid that is not available to other vendors;
 - (ii) Communicating with any person, including decision makers, with a view to influencing preferred treatment in the procurement process; or
 - (iii) Engaging in conduct that compromises, or could be seen to compromise, the integrity of the procurement process.
- In relation to the performance of the Contract that is the subject of a procurement, that the vendor's other commitments, relationships or financial interests:
- (iv) Could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
 - (v) Could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.
- (ss) "UNIT" – A section of the Service headed by a Unit Commander.
- (tt) "UNIT COMMANDER" – The member assigned to head a unit, either temporarily or permanently, according to the organizational chart approved by the Board.
- (uu) "VENDOR" - A successful Bidder which has been awarded a Contract.

PART II

ROLES AND RESPONSIBILITIES

6. Roles and Responsibilities

All Service and Board members involved in any purchasing activities must comply with this by-law and the supplementary policies and procedures which support it.

The Purchasing Manager shall have the authority, responsibility and accountability, subject to Board policies, for:

- (a) Developing procurement partnerships with Public Bodies where it is in the best interests of Service;
- (b) Providing leadership, quality customer service and best overall value to Service through the provision of open, fair, equitable, accessible and competitive procurement processes, while protecting the reputational and financial best interests of the Service;

- (c) Ensuring fair and equitable treatment of all bidders and vendors;
- (d) Being committed to timely, efficient service delivery while developing and maintaining good client relations;
- (e) Monitoring current best practices in the industry;
- (f) Working in collaboration with the City Solicitor, as necessary;
- (g) Promoting standardization and consolidation of Goods and Services where applicable and in the best interests of the Service;
- (h) Developing the Procedures including forms to govern the purchasing process in order to carry out the provisions of this by-law and any other applicable Board policies, and monitoring compliance with the provisions of policies and procedures; and
- (i) Coordinating Solicitations on behalf of the Service and the Board, except for:
 - (i) Procurements valued up to \$5,000 undertaken by Units in compliance with procurement policies and procedures;
 - (ii) Procurements valued up to \$25,000 undertaken by Command and Senior Management Team in compliance with procurement policies and procedures; or
 - (iii) Those Goods and Services listed in Schedule A.

7. Roles and Responsibilities of Purchasing Services Unit

The Purchasing Services Unit shall:

- (a) Encourage competition amongst bidders and vendors by using an open, transparent and fair process while protecting the best interests of the Service and the Board;
- (b) Ensure fair and equitable treatment of all bidders and vendors;
- (c) Provide clear direction and accountabilities to the Service and the Board;
- (d) Ensure objectivity and integrity of the competitive procurement process;
- (e) Be committed to continuous training and learning opportunities to stay abreast of public procurement best practices;
- (f) Be cognizant of all applicable legislation; and
- (g) Be environmentally conscious in the purchase of Goods and Services.

8. Roles and Responsibilities of Command and Senior Management Team

Command and Senior Management Team shall:

- (a) Oversee and be responsible for procurements, in accordance with part VI – Award –

Contract Authorities Execution, when undertaken by their Unit;

- (b) Ensure availability of funds before any solicitation and Award is made;
- (c) Ensure all supporting documentation related to the procurement is retained and available in compliance with the Service's record retention policies and procedures.

9. Roles and Responsibilities of Unit Commanders

Unit Commanders shall:

- (a) Develop annual Unit procurement plans for procurements greater than \$25,000 and special requests, in cooperation with the Purchasing Manager, and ensure such plans allow sufficient time for the Purchasing Services Unit to respond to requests for procurement;
- (b) Be responsible for procurements, in accordance with part VI – Award – Contract Authorities Execution, when undertaken by the Unit;
- (c) Ensure availability of funds before any solicitation or Award is made;
- (d) Communicate all routine orders in relation to purchasing within the Unit; and
- (e) Ensure all supporting documentation related to the procurement is retained and available in compliance with the Service's record retention policies and procedures.

PART III

STANDARD PROCUREMENT METHODS

10. Information Gathering

10.1 Prior to issuing a competitive Solicitation, the following Solicitation documents may be issued for the purpose of gathering information:

- (a) A Request for Information; or
- (b) A Request for Expressions of Interest.

10.2 A vendor day may be conducted in accordance with the Procedures, but is not part of a Procurement process and must not be seen as providing any vendor(s) with an unfair advantage in future procurements.

11. Pre-qualification for Selective Solicitations

A R.F.P.Q. may be used to establish a list of pre-qualified vendors for a particular term. The pre-qualified list of vendors must be approved by the Board. The Purchasing Manager may then administer relevant R.F.Q. and R.F.S. without a requirement for Board approval for subsequent Solicitations and Awards.

12. Competitive Solicitations

A competitive Solicitation method must be used for any procurement, unless one or more of the exceptions apply for using a non-competitive procurement as described in this by-law.

Competitive Solicitation methods include, but are not limited to, the following:

- (a) Requests for Quotations;
- (b) Requests for Proposals;
- (c) Requests for Pre-qualification; and
- (d) Any multi-stage procurement involving a combination of these competitive Solicitation methods.

13. Co-operative Purchasing - Joint Procurement - Consolidated Purchasing

13.1 The Purchasing Manager may make arrangements with one or more Public Bodies for Co-operative Purchasing where there are economic advantages in so doing, provided that if the procurement is to be conducted by other Public Bodies, the Purchasing Manager determines that:

- (a) The method of procurement used by the other Public Body is a competitive method consistent with that described in this by-law; and
- (b) Contracts resulting from the Co-operative Purchasing are executed in accordance with this by-law.

13.2 The Purchasing Manager may make arrangements for Co-operative Purchasing of Goods or Services undertaken by the City in which the Board participates but where the City makes the Award on behalf of both itself and the Board.

13.3 The Chief may make Awards and execute Contracts in relation to procurements carried out pursuant to this section and shall report annually to the Board on such Awards that are greater than \$1,000,000.

14. Piggybacking of Same Goods and Services from Public Body

14.1 Notwithstanding any other provision in this by-law, the Purchasing Manager may participate in a procurement made directly by another Public Body if the Purchasing Manager determines that the Public Body followed a competitive method similar to that described in this by-law and complied with all applicable trade agreements, and provided that:

- (a) The contract between the Public Body and the vendor stipulates that the same Goods or Services be made available to other public bodies at the same price;
- (b) The Goods or Services will be made available to the Service for the same or better price than the price that is to be paid by the Public Body pursuant to the contract described in (a); and

- (c) The value of the purchase of Goods or Services by the Service is within the approved budget.
- 14.2 The Chief may make Awards and execute Contracts in relation to procurements carried out pursuant to this section and shall report annually to the Board on such Awards that are greater than \$1,000,000.

PART IV

NON-COMPETITIVE

15. Non-Competitive Procurement Exceptions - General

- 15.1 A non-competitive procurement may be undertaken where both the proposed non-competitive procurement and the particular vendor can be justified in good faith, based on one or more of the following considerations:
- (a) A statutory or market-based monopoly or scarcity of supply in the market;
 - (b) An absence of competition in the market;
 - (c) The existence of exclusive rights such as patent, copyright, license or warranty restrictions;
 - (d) The Goods or Services are purchased under circumstances which are exceptionally advantageous to the Service, such as in the case of bankruptcy or receivership or the acquisition of surplus goods from another Public Body;
 - (e) Procurement of a work of art;
 - (f) Additional purchases from a vendor of Goods or Services that were not included in the original procurement, when a change cannot be made for economic or technical reasons without causing significant inconvenience or substantial duplication of costs to the Service;
 - (g) The need for compatibility with Goods or Services previously acquired when there are no reasonable alternatives, substitutes or accommodations or there is a need to avoid violating warranties and guarantees;
 - (h) An attempt to procure the required Goods or Services by soliciting competitive submissions has been made in good faith, but has failed to identify a compliant submission or qualified supplier, or where the submissions received have been collusive;
 - (i) The Goods or Services are required as a result of an Emergency which would not reasonably permit the Solicitation of competitive submissions;
 - (j) Construction, renovations, repairs or maintenance in respect of real estate leased or occupied by the Service which may only be carried out in accordance with the occupancy agreement;

- (k) It is advantageous to the Service to acquire the Goods or Services from another Public Body;
 - (l) Another organization is funding the procurement and as a condition of the funding the Service is required to use a specified vendor and the terms and conditions of the proposed Contract are beneficial to the Service;
 - (m) To comply with a legal obligation; and
 - (n) The nature of the Goods or Services involves matters of security, confidentiality or covert operations and it would not be in the public interest to solicit competitive bids.
- 15.2 The Chief shall report annually to the Board on non-competitive Solicitations for values greater than \$25,000.
- 15.3 Notwithstanding section 20, the Chief may only make an Award, or combination of related Awards, through a non-competitive procurement under this section for a total amount not exceeding \$500,000, and execute a Contract in relation to that Award.

16. Non-Competitive Exceptions– Emergency

- 16.1 Where, in the opinion of the Chief, an Emergency exists, the Chief may acquire Goods and Services as he or she, acting reasonably, considers necessary to deal with the Emergency, without the necessity for compliance with the requirements of this by-law.
- 16.2 If the Chief exercises his or her authority under subsection 16.1:
- (a) The Chief may only do so provided the amount is in accordance with section 20.3(a) and section 15; and
 - (b) The Chief shall report such action to the Chair at the earliest possible opportunity and shall report on such action to the Board as soon as practical and not later than the second regular meeting of the Board following such action.

17. Limited solicitation exceptions

A limited Solicitation in accordance with the Procedures may be undertaken where:

- (a) There is a need to undertake any procurement valued up to \$100,000; and
- (b) The person undertaking the procurement is acting in accordance with their delegated limit under section 20.3.

18. Solicitation Expectations

- 18.1 The type of Solicitations to be used for Contract Values between \$25,000 and \$100,000 shall be determined by the Purchasing Manager.
- 18.2 All Solicitations with Contract Values over \$100,000 will be conducted by way of an open competitive process in accordance with this by-law, unless a non-competitive exception applies.

PART V
CANCELLATION

19. Cancellation of Solicitations

The Purchasing Manager shall be authorized to cancel any Solicitation where:

- (a) The value of all the Bids exceed the budget approval for the proposed contract;
- (b) A change in the scope of work or other Solicitation requirements are necessary and therefore a new Solicitation should be issued;
- (c) The Goods or Services identified in the Solicitation no longer meet the operational needs of the Service or are no longer needed;
- (d) The Solicitation contains errors or omissions which, in the opinion of the Purchasing Manager, in consultation the City Solicitor, cannot be corrected;
- (e) The Solicitation has failed to elicit competition or any qualified supplier; or
- (f) The Purchasing Manager determines, in consultation with the City Solicitor, that the integrity of the solicitation process has been compromised.

PART VI

AWARD – CONTRACT AUTHORITIES – EXECUTION

20. Award and Contract Authorities

- 20.1 No Award shall be made except with Board approval or in accordance with the provisions of this by-law and in compliance with any other legal requirements.
- 20.2 The dollar amount of all Award and Contract authorities identified in this by-law are in Canadian dollars and excludes any amount payable for taxes on the amount of that Award.
- 20.3 The following persons, and those persons acting in their place from time to time, have the authority identified below, provided the conditions set out in section 20.1 and 20.4 have been met:
 - (a) The Chief may make an Award for an amount not exceeding \$1,000,000 in any one instance and execute a Contract in relation to that Award;
 - (b) The C.A.O. may make an Award for an amount not exceeding \$500,000 in any one instance and execute a Contract in relation to that Award;
 - (c) The Director may make an Award for an amount not exceeding \$250,000 in any one instance and execute a Contract in relation to that Award;
 - (d) The Chair may make an Award for an amount not exceeding \$100,000 in any one

instance and execute a Contract in relation to that Award, provided the Award is in respect of the Board office;

- (e) The Purchasing Manager may make an Award for an amount not exceeding \$100,000 in any one instance and enter into a Contract in relation to that Award;
- (f) The C.A.O. may delegate to a Command, Staff Superintendent or Director the authority to make an Award for an amount not exceeding \$25,000 in any one instance and execute a Contract in relation to that Award, provided the Award is in respect of the Unit.
- (g) The Chair may delegate to the Board Executive Director the authority to make an award for an amount not exceeding \$25,000 in any one instance and execute a Contract in relation to that Award, provided the Award is in respect of the Board office.
- (h) The Director may delegate to a Unit Commander the authority to make an Award for an amount not exceeding \$5,000 in any one instance and execute a Contract in relation to that Award, provided the Award is in respect of the Unit.

20.4 An Award may be made under this Part, provided that:

- (a) The other provisions of this by-law and purchasing Procedures have been followed;
- (b) The Award is being made to the vendor with the Lowest Cost Bid or the Highest Scoring Submission;
- (c) There have been no disputes associated with the Solicitation; and
- (d) At least one of the following is true:
 - (i) Funds for the purpose of the Award are available in the interim operating budget or budget in the year in which the Award and expenditure are being made and the expenditure in that year does not exceed the amount of the available funds; or
 - (ii) The Capital Project and its funding have been approved and funds are available for the purpose of the Award.

20.5 Where any purchase has been authorized under this by-law, those persons authorized to make the Award may, upon being satisfied that increases are required, authorize expenditures that exceed the original approved Contract Value at the time of Award, provided that any additional expenditures cumulatively shall not exceed the lesser of:

- (a) fifteen percent (15%) of the total cost of the original approved Contract Value at the time of Award; and
- (b) the authority of that person as set out in section 20.3.

20.6 No person shall approve material changes to a Contract, including changes in scope, deliverables, payment structure or scheduling, without approval based on the award and contract authorities set out in section 20.3.

20.7 Where Goods or Services are designated by the C.A.O. as essential to the ongoing operations of the Service and are provided under agreements that are reoccurring, the C.A.O. is authorized to pay accounts for such Goods or Services under the same authority, on the same terms and conditions as the last Commitment, from the date of expiry of such Commitment until a new contract is entered into provided that all other provisions of this by-law shall continue to apply and:

- (a) Funds are available in the operating Budget in the year in which the additional expenditure is being made; or
- (b) Both:
 - (i) The Capital Project and its funding have been approved; and
 - (ii) Sufficient funds remain in the Capital Project in the year in which the additional expenditure is being made.

21. Contract Execution and Purchase Orders

21.1 Where an Award has been made, then, in addition to any other general or specific authority delegated by the Board regarding contract execution:

- (a) All Awards are subject to the execution of a Contract or the issuance of a purchase order by the Service.
- (b) Any Contracts required shall be in a form satisfactory to the City Solicitor.
- (c) If required by the Purchasing Manager, the form of Contract shall be disclosed in the Solicitation.
- (d) Where an Award is made in accordance with this by-law, those authorized to make the Award and execute a Contract, are also authorized to execute any related agreements or other document which may be necessary to give effect to the Award, and in the case of the Board, the Chair is authorized to execute any related agreements or other documents.

21.2 Executed copies of all agreements, including all bonds, letters of credit and other security for performance of the agreements, all insurance certificates, and all other documents executed by or on behalf of the Board shall be deposited with, and maintained by Purchasing Services.

22. Board Authority – General

- 22.1 A decision not to award to the lowest compliant bid or highest scored proponent must be approved by the Board.
- 22.2 The C.A.O., at his or her discretion, may require that the procurement, regardless of value, be approved by the Board.
- 22.3 A Contract term in excess of five (5) years, regardless of value, must be approved by the Board.

- 22.4 A Contract in excess of \$1,000,000 that needs to be cancelled must be approved by the Board.

PART VII

PRE AND POST BID DISPUTE

23. Pre-Award Bid Disputes.

The Purchasing Manager will include information in the Solicitation documents indicating that bidders may seek a resolution of any pre-award dispute by communicating directly with the Purchasing Manager as soon as possible, but no later than ten (10) business days from the time when the basis for the dispute became known to them. The Purchasing Manager may delay an award, or any interim stage of a procurement, pending the resolution of any pre-award dispute.

24. Post-Award Bid Disputes.

- 24.1 Any dispute to an Award decision must be received in writing by the Purchasing Manager no later than ten (10) days after the date of the Award notification, or where a debriefing has been requested and received, no later than five (5) days after such debriefing. Any dispute not received within the time period will receive no further consideration.
- 24.2 Any written dispute in respect of a procurement valued over \$100,000 that cannot be resolved by the Purchasing Manager through consultations with the Unit Commander, bidder, and, if necessary, the City Solicitor, shall be referred by the Purchasing Manager to the Director for review, based on the following information:
- (a) A specific description of each act or omission alleged to have materially breached the procurement process;
 - (b) A specific identification of the provision in the Solicitation or procurement procedure that is alleged to have been breached;
 - (c) A precise statement of the relevant facts;
 - (d) An identification of the issues to be resolved;
 - (e) The bidder's arguments, including any relevant supporting documentation; and
 - (f) The bidder's requested remedial action.
- 24.3 The Director, in consultation with the City Solicitor, may:
- (a) Dismiss the dispute; or
 - (b) Accept the dispute and direct the Purchasing Manager to take appropriate remedial action, including, but not limited to, rescinding the Award and any executed contract, or canceling the Solicitation.
- 24.4 The CAO, in consultation with the City Solicitor, may address Bid disputes on a case-by-

case basis in order to achieve a resolution and, if required, direct the Purchasing Manager to develop further procedures in the Procedures as necessary to ensure independent and timely review and resolution of pre- award and post-award bid disputes.

PART VIII

DISPOSAL OF SURPLUS PROPERTY

25. Personal Property:

25.1 For the purpose of this section:

- (a) "PROPERTY" means any property that is not real property.
- (b) "ASSET OWNER" means the Unit responsible for the acquisition, maintenance and disposal of a piece of property.

25.2 Where a Unit Commander determines that any property within his or her Unit should be declared surplus due to being obsolete, worn out or no longer being useful for the Unit, a list of such property shall be made available to the Asset Owner. The property may be declared surplus at the discretion of the Asset Owner.

25.3 The Asset Owner may make arrangements for the disposal of surplus property in conjunction with the applicable Unit Commander and the Purchasing Manager in any way that will provide the best value to the Service, including, but not limited to:

- (a) Trade-in as part of the procurement of other similar property being acquired by the Service;
- (b) Issuance of a RFQ;
- (c) Donating or selling the property for a nominal fee, or generating revenues which would be donated, to a not-for-profit charitable organization that is registered as such with the Canada Revenue Agency;
- (d) Public auction; or
- (e) As directed by the Board.

25.4 The Asset Owner may, as he or she considers appropriate:

- (a) Arrange for the property to be utilized by the City or other Public Bodies, which may include the Police Cooperative Purchasing Group;
- (b) Classify the property as waste and recycling, and make arrangements for scrapping, dismantling, destroying or disposing of the property.

APPROVED and ADOPTED by the Board on this 30th day of May 2019.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a horizontal line.

Chair

SCHEDULE "A"

TO

TORONTO POLICE SERVICES BOARD

BY-LAW NO.

In accordance with Part IV of this by-law, the following items can be processed without the involvement of the Purchasing Manager or the issuance of a purchase order or Contract, provided any other related Procedures have been followed:

1. Utilities

Gas usage fees

Hydro usage fees

Water usage fees

Toll road usage fees

2. Training and Education

Membership fees – professional associations

Magazine and periodical subscriptions

Proprietary vendor for specific training or course fees

Conference and seminar registration fees

3. Refundable Employee Expenses

Per diem amounts

Travel expenses, including transportation, registration and accommodations

Mileage or transportation fees associated with travel

4. General Expenses

Postage

Licenses, e.g. vehicles and recertification

Honorariums (not to exceed \$500)

Charges to or from federal, provincial or municipal governments, agencies, boards, commissions, railways and utility companies, for goods and services incidental to an approved operating costs or capital project, provided that the goods and services of the main project shall be subject to the by-law

Payments to associations and government funded organizations working with the Board or the Service on Board or Service projects

Refunds

Legal settlements

Grievance payments

Experts and witnesses for civil actions or administrative hearings

Arbitrators and mediators

Advertising – all services (print, radio, T.V., etc.)

5. Payments to Past and Current Employees

All salaries, wages and benefits due to any person in the employ of the Board

All retiring allowances and mandatory sick pay grants due to any person previously in the employ of the Board

6. Pension Deductions and Contributions

All accounts relating to employee pension deductions and employer pension contributions in respect of the salaries and wages to those persons who are paid by or employed by the Board, and which are payable in respect of any duly authorized registered pension plan on behalf of the respective employee

7. Government Payments

All accounts for fees, taxes and levies payable to the federal, provincial or other municipal government, or to any agency, board or commission thereof

8. Animal Payments

Purchases of animals

Veterinary and animal care fees