

	Abbotsford Police Department Policy and Procedure	
	Administration	Financial Management
	I.D.050	Procurement

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PURPOSE

- (1) This policy and procedure outlines authorization and competition requirements for procuring Goods and Services for AbbyPD. The primary goal in the Procurement process is to attain Best Value using processes that are competitive, open, transparent, and non-discriminatory.

SCOPE

- (2) This policy and procedure applies to all [Acquisitions](#) and [Purchases](#) made by [Employees](#). Specific exclusions are set out in section [Exclusions](#).

DEFINITIONS

- (3) In this policy and procedure:
 - (a) **Abby PD** means the Abbotsford Police Department.
 - (b) **Acquire or Acquisition** means to obtain by any method, accept, receive, [Purchase](#), be vested with, lease, take possession, control or occupation of, and agree to do any of those things.
 - (c) **Annual Budget** means the amounts in the applicable financial plan approved by the [Police Board](#) for [Purchases](#) and [Expenditures](#) during the first year of the financial plan.
 - (d) **Applicable Trade Agreements** include the Agreement on Internal Trade (AIT), the New West Partnership Trade Agreement (NWPTA), Canadian European Union: Comprehensive Economic and Trade Agreement (CETA), and any other applicable trade agreement that exists on or after the adoption of this policy and procedure.
 - (e) **Authorized Staff** means the person responsible and authorized to [Acquire](#) and [Purchase Goods and Services](#) within the authorized purchasing limits as set out in paragraph (5) of this policy and procedure.

- (f) **Best Value** means the optimal combination of [Total Cost](#), performance and qualifications.
- (g) **Bid** includes a written formal proposal submitted in response to a [Competitive Process](#) inviting the supply of [Goods and Services](#).
- (h) **Bonds** means Labour Bonds and Performance Bonds, as set out in [Schedule "A"](#).
- (i) **City** means the City of Abbotsford.
- (j) **Competitive Process** means a fair and open competition based on functional and generic specifications.
- (k) **Construction** means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in an incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include [Professional Consulting Services](#) related to the construction [Contract](#) unless they are included in the [Procurement](#).
- (l) **Contract** means a written agreement authorized or ratified by the appropriate authority and executed by the appropriate authority.
- (m) **Change Order** means any change to a [Term](#), condition or other [Contract](#) provision.
- (n) **Covert Purchase** means a [Purchase](#) which, if publicly advertised, could compromise an ongoing investigation or endanger [Employees or the public](#) by revealing sensitive tradecraft information.
- (o) **Director of Finance and Budget** means the Director of Finance and Budget for the [AbbyPD](#).
- (p) **Emergency Purchase** means a [Purchase](#) in the context of a present and immediate situation, where the timeline required to follow the competitive bidding processes outlined in this policy and procedure would be likely to result in harm to the health or safety of Employees or the public.
- (q) **Employee** means any person employed by the Abbotsford Police Board.
- (r) **Expenditure** means all amounts authorized to be paid in this policy and procedure, and the [Annual Budget](#) and includes the [Purchase of Goods and Services](#) within the monetary limits prescribed by this policy and procedure.

- (s) **Formal Competitive Process** means a public [Procurement](#) process that is competitive, open, transparent, non-discriminatory and compliant with the requirements of the [Applicable Trade Agreements](#).
- (t) **Director/Inspector** means the Director or Inspector who has functional responsibility and accountability for operations of an [AbbyPD](#) branch.
- (u) **Goods and Services** includes supplies, equipment, furniture, fixtures, machinery, vehicles, insurance, [Employee](#) benefits, [Construction](#), labour and materials, legal or damage claims, maintenance, , service [Contracts](#), and [Professional and Consulting Services](#), but does not include [Real Property](#).
- (v) **Manager** means any [Employee](#) of the [Abby PD](#), other than the Chief Constable, Deputy Chiefs, Directors or Inspectors, which is deemed to be a non-union position, and which has direct reports.
- (w) **Police Board** means the Abbotsford Police Board.
- (x) **Procurement** means the [Acquisition](#) by any means, including by [Purchase](#), rental, lease or conditional sale, of [Goods and Services](#).
- (y) **Professional Consulting Services** means an agreement to provide professional or management consulting services.
- (z) **Purchase** means the [Acquisition](#) of [Goods and Services](#) or any interest therein by purchase, [Contract](#), lease, rental or otherwise.
- (aa) **Purchase Order** means a written acceptance of an offer to [Purchase Goods and Services](#) made on [AbbyPD's](#) numbered form.
- (bb) **Purchase Requisition** means the initial request for a [Purchase Order](#).
- (cc) **Quotation or Quotes** means a verbal or written submission from a supplier in response to a request for quotations or applications to supply [Goods and Services](#) from sources of supply, not opened in public, which may be the subject of further negotiations.
- (dd) **Real Property** includes lands, buildings, tenements and any interest, estate, right or easement in lands.
- (ee) **Request for Proposal (RFP)** means an invitation for providers of Goods and Services to [Bid](#) on the right to supply those Goods and Services where price is not the only evaluation criteria and is often the lowest weighted criteria.
- (ff) **Service Provider** means the company/person that is hired under an Agreement to provide [Services](#).
- (gg) **Signing Authority** means the approved levels of authority, as set out in paragraph (5) of this policy and procedure, to [Purchase Goods and Services](#) on behalf of [AbbyPD](#).

- (hh) **Term** means:
- (i) in the case of a [Contract](#) for the [Purchase](#) of [Goods and Services](#), a lease or a rental agreement entered into by the [AbbyPD](#), the initial term of the [Contract](#), lease or rental agreement not including any optional renewal terms; and
 - (ii) in the case of a renewal of a [Contract](#) for the [Purchase](#) of [Goods and Services](#), a lease or a rental agreement by the [AbbyPD](#), the renewal term of the [Contract](#), lease or rental agreement not including the initial term.
- (ii) **Total Cost** means the sum of all costs attributable to products, [Construction](#), and services associated with performing the intended function over the entire [Term](#) of use and includes factors such as [Acquisition](#) cost, installation cost, disposal value, disposal cost, operational cost, maintenance cost, quality of performance and environmental impact.
- (jj) **Vendor** means an entity which supplies [Goods and Services](#) to another company.

POLICY

- (4) [Goods and Services](#) will be [Acquired](#) by [AbbyPD](#) in a competitive, fair, and open manner that:
- (a) is efficient, accountable and maximizes Best Value;
 - (b) advances [AbbyPD](#)'s commitment to economic, environmental, and social responsibility by supporting the [Acquisition](#) of sustainable products and services; and
 - (c) meets the requirements of the *Community Charter*, the *Local Government Act*, [Applicable Trade Agreements](#), public sector [Procurement](#) standards and competitive [Bidding](#) law.

AUTHORITY FOR PROCUREMENT TRANSACTIONS

[Procurement](#) transactions must be within the approved [Annual Budget](#) and must only be performed by [Authorized Staff](#).

- (5) The following are delegated authority to approve [Contracts](#) and commitments for the provision of [Goods and Services](#) or other [AbbyPD](#) activities, works or services in the ordinary course of business, and to approve payments pursuant to such [Contracts](#) and commitments, to the maximum amounts, being the [Total Cost](#) of each [Contract](#) or commitment inclusive of permitted renewals, set out below:

Position	Delegated Approval Authority Limit
Chief Constable	Up to \$300,000
Deputy Chief Constable	Up to \$150,000
Director/Inspector	Up to \$75,000
Manager	Up to \$25,000

- (6) Authority to approve payments pursuant to a [Contract](#) or commitment approved by the [Police Board](#) or in accordance with paragraph (5) may be further delegated to any Employee either by:
 - (a) the [Police Board](#), by resolution; or
 - (b) any person with authority under paragraph (5) to approve the [Contract](#) or commitment giving rise to the payment obligation.

- (7) Except where otherwise provided by [Police Board](#) resolution, authority to execute non-legally binding Memoranda of Understanding ("MOU") documents is delegated to the Chief Constable.

PROCUREMENT METHOD

- (8) All agreements, [Contracts](#), leases or other documents relating to agreements involving the commitment of the [AbbyPD](#) must be signed in accordance with Section 5 of this policy and procedure.

- (9) The method of [AbbyPD's Procurement](#) is based on the dollar value, risk level, and the nature of the specific [Procurement](#) transaction, ensuring that the cost and time associated with using a [Competitive Process](#) is proportionate to the benefit received.

- (10) [Procurement](#) methods must be selected in accordance with the following table and the procedures set out in [Schedule "A"](#).

Est Transaction Cost	Method
GOODS AND SERVICES	
Less than \$5,000	Direct Purchase or award

\$5,000 to \$75,000	Minimum 3 Quotes required
Greater than \$75,000	Formal Competitive Process
CONSTRUCTION	
Less than \$200,000	Written Quotation or Formal Competitive Process
Greater than \$200,000	Formal Competitive Process

Note: Multi-year agreements, including options to renew, are dollar value accumulative for the [Term](#) of the agreement and are subject to the thresholds listed above.

- (11) Corporate credit cards and established accounts with [Vendors](#) should be used for straightforward [Purchases](#) of [Goods and Services](#), as directed by the [Director of Finance and Budget](#).
- (12) Written [Contracts](#) are to be used when the [Goods and Services](#) are complex, despite the dollar value, or when [Terms](#) and conditions are required that are not in the [AbbyPD's](#) standard [Purchase Order](#), including, but not limited to: [Contract](#) security, performance monitoring, project schedules, long [Term](#) agreements, and any [Purchase](#) issued through a [Competitive Process](#).

GENERAL

Procurements

- (13) No [Purchase](#), [Expenditure](#) or commitment may be made by any [Employee](#), unless it falls within the current budget approved by the [Police Board](#) or approval is obtained from the [Police Board](#).

Unsolicited Proposals

- (14) Unsolicited proposals received by [Abby PD](#) will be reviewed by an [Authorized Staff](#) in the applicable branch. Any [Procurement](#) activity resulting from the receipt of an unsolicited proposal must comply with the provisions of this policy and procedure. A [Contract](#) resulting from an unsolicited proposal will only be awarded on a non-competitive basis when the [Procurement](#) requirements comply with the non-competitive [Procurement](#) procedures described in [Schedule "A"](#).

Identical Bids

- (15) If identical lowest [Bids](#) are received (where price was the main or only evaluation criteria), each of which are less than the approved budget and all other criteria are equal (delivery, service, performance, security of supply and price), the successful [Bid](#) must be chosen by the drawing of lots. Approval of award must comply with the provisions of this policy and procedure.

Increase to an Existing Contract or Purchase Order

- (16) Increases to the value of an existing [Contract](#) or [Purchase Order](#) must only be approved by the [Authorized Staff](#) person that approved the award and only if the total amount of the [Contract](#) or [Purchase Order](#), including the increase, is within that [Authorized Staff's Signing Authority](#) limit and within the project budget as set out in the approved financial plan.

Purchase Standardization

- (17) All [AbbyPD](#) branches will co-operate in the [Purchase](#) of supplies by simplifying and standardizing like requirements, wherever possible. Every effort should be made to reduce the types and kinds of products used to the smallest number (i.e., considering equivalents or any alternatives suggested) in order to minimize investment and maximize value to [AbbyPD](#).

Co-operative Purchasing

- (18) Savings likely to be achieved through purchasing [Goods and Services](#) jointly with other police departments and government bodies should be pursued. [Authorized Staff](#) should participate with other police departments and government bodies in joint purchasing ventures when it is in the best interests of the [AbbyPD](#). In such cases, the procedures set out by the agency responsible for the venture will be followed and not the procedures set out in this policy and procedure.

Financial Security

- (19) The purchaser may require financial security from potential suppliers in the form of Performance [Bonds](#) and Labour and Material [Bonds](#) if considered to be in [AbbyPD's](#) best interest. [Bonding](#) is not required on every [Bid](#) but it is advisable where there is a large liability or the value of the [Goods and Services](#) exceeds \$100,000.

Conflict of Interest

- (20) No [Employee](#) or member of the [Police Board](#) will participate in or attempt to influence in any way a decision, recommendation or other action to be made or taken in respect to the evaluation, selection or approval of any competitive [Bid](#) or arrangement for the supply of [Goods and Services](#) to [AbbyPD](#) in which the [Employee](#) or member of the [Police Board](#) has a direct or indirect pecuniary interest.

WorkSafeBC

- (21) All [Contracts](#) for [Services](#) to be provided on [AbbyPD](#) premises require the contractor to provide proof of registration, where applicable, and remain in good standing with, WorkSafeBC throughout the [Term](#) of their [Contract](#). Contractors may be required to provide clearance letters before and after performing work for the [AbbyPD](#). In the event the contractor is not eligible for registration with WorkSafeBC for reasons other than workplace safety performance, [AbbyPD](#) may assume responsibility as employer for the purposes of the *Workers Compensation Act [RSBC 1996] c. 492*, and pay the applicable WorkSafeBC premiums, at the contractor's expense.

Supplier Performance

- (22) [Authorized Staff](#) and the branch responsible for a [Procurement](#) transaction will maintain records of supplier performance. The information will be used to ensure [Contract](#) compliance, to supplement a subsequent prequalification process or to justify an award where it can be demonstrated that such records are part of the evaluation process and criteria.

Supplier Debriefing

- (23) When a [Procurement](#) transaction is awarded using a [Formal Competitive Process](#), unsuccessful suppliers are entitled to a debriefing upon request to obtain feedback on the strengths and weaknesses of their [Bid](#).

Insurance

- (24) All [Contracts](#) for [Services](#) to be provided on [AbbyPD](#) premises require the contractor to provide and maintain insurance coverage acceptable to the [City](#), including but not limited to commercial general liability, auto, property/all risk and professional liability. The risk associated with each [Contract](#) varies and accordingly the [City](#) may require additional factors, such as being named as an

additional insured, cross liability clauses, waiver of subrogation, notice of cancellation and proof of coverage.

Freedom of Information and Protection of Privacy Act

- (25) This policy and procedure is subject to the provisions of the Freedom of Information and Protection of Privacy Act, RSBC 1996, with respect to the disclosure of information.

Bonds

- (26) Performance and Labour Material [Bonds](#) are required for all [Construction](#) type projects over \$100,000 and/or where project assurances are required.

EXCLUSIONS

- (27) This policy and procedure establishes the policies and practices applying to the [Purchase](#) of all types of [Goods and Services](#) with the exception of the following:
- (a) the rental, lease, [Purchase](#) and sale of property, land or accommodation;
 - (b) memberships in professional and vocational associations and their publications and other professional and training activities;
 - (c) health services and social services;
 - (d) legal services;
 - (e) [Procurements](#) from a public body or non-profit organization;
 - (f) the hiring of [Contract Employees](#);
 - (g) [Goods and Services Purchased](#) through provincial and federal corporate supply arrangements;
 - (h) [Goods and Services Purchased](#) from First Nations;
 - (i) [Emergency Purchases](#); or
 - (j) all other exemptions as stated in [Applicable Trade Agreements](#).
- (28) [Emergency Purchases](#)¹ and Covert Purchases may be authorized to the levels and by the authorities noted in paragraph (5), and outside of other considerations and constraints noted in this policy and procedure.

¹ BRITISH COLUMBIA PROVINCIAL POLICING STANDARDS – ADDENDUM 1 - Continuation of Policing Standards
Established by the Former British Columbia Police Commission B7.1.7

PROHIBITIONS

- (29) The following activities are prohibited:
- (a) [Purchase](#) by [AbbyPD](#) of any [Goods and Services](#) for personal use by or on behalf of any member of [Police Board](#), [Employees](#), or their immediate families;
 - (b) the division of a single [Purchase](#) into multiple increments to circumvent policies or levels of authority; or
 - (c) committing AbbyPD or entering into a [Procurement](#) transaction without the appropriate authority to do so.

WAVING OF REQUIREMENTS

- (30) Subject to applicable enactments and Police Board resolutions, the Police Board may waive this policy and procedure or authorize an exemption on a case-by-case or class basis.

PROCEDURES - SCHEDULE A

Low value purchases (less than \$5,000)

- (31) Application
- (a) This method will be used for [Goods and Services](#) having a value less than \$5,000 and required for a one-time (non-repetitive) [Procurement](#).
- (32) Process
- (a) Before initiating the transaction, [Employees](#) must be, or ensure they have received approval from, the appropriate [Authorized Staff](#).
 - (b) No [Quotes](#) are required and [Purchases](#) in this category can either be paid for by corporate credit card or [AbbyPD](#) can be invoiced directly. In extenuating circumstances, and with the appropriate prior authorization, employees may personally purchase goods and services on behalf of AbbyPD and request reimbursement.

Medium value goods and services purchases (less than \$75,000) and high value consulting services (between \$50,000 and \$75,000)

- (33) Application
- (a) This method will be used for [Goods and Services](#) having a value greater than \$5,000 and less than \$75,000, and consulting services greater than

\$50,000 and less than \$75,000, required for a one-time (non-repetitive) [Procurement](#).

- (34) Process
- (a) Before initiating the transaction, [Employees](#) must be, or ensure they have received approval from, the [Authorized Staff](#).
 - (b) Three (3) written [Quotes](#) (i.e. email, fax, letter) will be obtained from three (3) different suppliers (if possible).
 - (c) All suppliers will receive the same [Quotation](#) information.
 - (d) All [Quote](#) documentation will be submitted with the [Purchase Requisition](#).
 - (e) [Authorized Staff](#) are responsible for selecting the supplier on the basis of [Best Value](#) to [AbbyPD](#).
 - (f) A [Purchase Requisition](#) must be created requesting the [Goods and Services](#) PRIOR to the work starting or the goods being ordered and appropriate documentation must be collected (insurance, WorkSafeBC etc.). Once a [Purchase Order](#) has been completed, the work can begin and the goods can be ordered.
 - (g) [Authorized Staff](#) may determine that it is appropriate to use a [Formal Competitive Process](#) instead of the written [Quotation](#) process even though the value of the transaction is less than \$75,000. In such a case, [Authorized Staff](#) will, in accordance with the provisions of this Schedule, contact the [Director of Finance and Budget](#).

Consulting services (less than \$50,000)

- (35) Application
- (a) This method will be used for procuring consulting services valued at less than \$50,000 for a one-time (non-repetitive) Procurement. Multiple Quotes are not required for consulting services under this value.
- (36) Process
- (a) Before initiating the transaction, [Employees](#) must be, or ensure they have received approval from, the [Authorized Staff](#).
 - (b) A scope of work and a pricing proposal must be obtained from the [Service Provider](#).
 - (c) If the value of the work is under \$25,000 a [Purchase Requisition](#) must be created and include any documentation required such as insurance requirements, business license and WorkSafeBC certification and the [Service Provider's](#) proposal.

- (d) If the value of the work is greater than \$25,000, the Director of Finance and Budget must be consulted as a written [Contract](#) is required.

Complex/high value purchases (greater than \$75,000)

- (37) Application
 - (a) This method will be used for procuring complex [Goods and Services](#) (including consulting services) exceeding \$75,000, and [Construction](#) exceeding \$200,000.
- (38) Process
 - (a) Before initiating the transaction [Employees](#) must be, or ensure they have received approval from, the [Authorized Staff](#).
 - (b) Contact the [Director of Budget and Finance](#) as early as possible in the planning stage. A [Competitive Process](#) will be required.

Single and sole source purchases

- (39) Application
 - (a) This applies where there is only one (1) provider available (sole source) to supply a [Good or Service](#) or the decision has been made to award work to a single source.
- (40) Process
 - (a) [Employees](#) will provide the Director of Finance and Budget with the rationale that warrants a non-competitive selection for approval and will obtain the Director of Finance and Budget's written approval before proceeding.
 - (b) [Employees](#) must seek [Police Board](#) approval for a non-competitive transaction in excess of \$300,000 but should not do so without first seeking appropriate advice on whether the transaction is compliant with [Applicable Trade Agreements](#) and [Procurement](#) law principles.

Bonds

- (41) Application
 - (a) This applies where the use of Performance [Bonds](#) and Labour and Material [Bonds is required](#).
- (42) Process

- (a) Any [Construction](#) project over \$100,000 and/or projects that require assurance will require a Performance [Bond](#) and a Labour Material [Bond](#) each worth 50% of the project [Total Cost](#).

The above constitutes policy and procedure approved by the Abbotsford Police Board on January 26, 2022