

Policy

Title:	PROCUREMENT OF GOODS & SERVICES POLICY
Policy Number:	ADM-12-09
Effective Date:	2023-09-13
Resolution:	339-23
Department Responsible:	Finance/Administration
Supersedes Policy No:	B10
Next Review Date:	2026-09-13

POLICY STATEMENT:

The Municipal District of Lesser Slave River is committed to following generally accepted procurement practices to ensure that goods, services, and construction works are acquired through an ethical, open, transparent, consistent, and competitive process that uniformly balances the stewardship of public funds with the fair and equitable treatment of suppliers.

DEFINITIONS:

“Canadian Free Trade Agreement (CFTA)” is an intergovernmental trade agreement signed by the Canadian Ministers that entered into force on July 1st, 2017. Its objective is to reduce and eliminate, to the extent possible, barriers to the free movement of persons, goods, services, and investments within Canada and to establish an open efficient, and stable domestic market.

“Contractor” means a third-party vendor offering goods or services such as construction, consultation, engineering, etc.

“Local Businesses” includes any, trade, profession, industry, occupation, employment or calling, providing goods and/or services operating within The Municipality and immediate adjacent areas.

“New West Partnership and Trade Agreement (NWPTA), formerly the Trade, Investment, and Labor Mobility Agreement (TILMA)”, is an agreement between Alberta, British Columbia, Saskatchewan, and Manitoba. It prescribes financial thresholds where advertising of purchasing opportunities is required for goods and services of \$75,000 and over and construction projects of \$200,000 and over, with some exceptions as described in the agreement.”

PRINCIPLE:

To provide a framework for the Municipal District of Lesser Slave River's (MDLSR) procurement policy to address the acquisition of all goods, services, and construction works, (including contract, purchase, or lease), that utilizes MDLSR's funds to ensure:

1. The integrity of the procurement system to safeguard and protect against corruption, waste, fraud, abuse.
2. Compliance with specific provisions of relevant legislation or trade agreements consistent and fair purchasing practices while ensuring efficient allocation of available resources of both a financial and non-financial nature, in accordance with the Municipal Government Act (MGA), the Canadian Free Trade Agreement (CFTA) and the New Partnership Trade Agreement (NWPTA).
3. Increased efficiency, economy, and versatility in the MDLSR's procurement activities; and that effective broad-based competition is fostered from all segments of the supplier community; public access to the MDLSR's contracting information.

DELEGATION OF PURCHASING AUTHORITY

The Chief Administrative Officer (CAO) is responsible for delegations of purchasing and expenditure authority unless otherwise approved by Council, or a policy adopted by Council. For further clarity, the CAO may delegate or revoke, in writing, additional purchasing and expenditure authority to Directors, Managers, Coordinators, Foremen, or other MDLSR employees in accordance with the Municipal Government Act and good procurement and internal control practices as outlined in the Procurement Procedure.

AUTHORIZATION TO PURCHASE

Any purchases exceeding the budgeted amount by up to 15% or to a maximum of \$75,000.00 must be brought back to Council prior to committing to the purchase.

CONFIDENTIALITY

MDLSR employees or MDLSR councillors shall not release, to any potential supplier of goods or services, any information that is not intended to be made available to all potential suppliers.

Requests for information regarding submitted tenders and price quotes shall be handled in accordance with the Freedom of Information and Protection of Privacy Act ("FOIP").



DISQUALIFICATION

For the purposes of this section, a Contractor shall be deemed to include any related entity and any partner, principal, director or officer of such Contractor as well as any other legal entity with one or more of the same partner(s), principal(s), director(s) or officer(s).

A Contractor may be excluded or removed from the Registered List where the MDLSR determines, in its absolute sole discretion that one of the following circumstances has occurred:

1. The Contractor is or has been involved in litigation with the MDLSR, its elected officials, or employees;
 2. The Contractor has failed to pay an amount owed to the MDLSR when due and owing;
 3. There is documented evidence of poor performance, non-performance, or default by the Contractor in relation to any contract with the MDLSR or goods, work or services otherwise provided to the MDLSR;
 4. The Contractor or its personnel have demonstrated abusive behavior or threatening conduct towards MDLSR employees, their agents, or representatives;
 5. The Contractor has been convicted of a criminal offence including but not limited to fraud or theft;
 6. The Contractor has been convicted of any quasi-criminal offence pursuant to applicable legislation or regulations including but not limited to the Occupational Health and Safety Act, where the circumstances of that conviction demonstrate a disregard on the part of the Contractor for the health and safety of its workers, MDLSR employees or the general public;
- or
7. There is documented evidence of poor performance, non-performance or default by the Contractor that has been discovered through a reference check.

In arriving at a determination for the disqualification of a Contractor pursuant to this section, the MDLSR will consider whether the circumstances are likely to affect the Contractor's ability to work with the MDLSR, its consultants and representatives, and whether the MDLSR's experience with the Contractor indicates that the MDLSR is likely to incur increased staff time and/or legal costs in the administration of any dealings with the Contractor.

Based on the severity of the events leading to the disqualification, the MDLSR shall establish the duration of the period during which the disqualification shall be effective.

In the event the MDLSR concludes that a Contractor should be disqualified pursuant to this section, it shall first provide written notice to the Contractor indicating the MDLSR's intention to disqualify the Contractor, its reasons for doing so, and the duration of the intended disqualification. Such notice shall indicate that the Contractor will have a period of at least fourteen (14) days to respond to such notice in writing, setting out (if the Contractor so chooses) any reasons it opposes or disputes either the disqualification or the duration of the disqualification.



Any notice of appeal from an affected Contractor received by the MDLSR within the time frame set out above shall be reviewed and considered by the CAO, who may either uphold, overturn, or vary the terms of disqualification. Any such decision will be final and not subject to further appeal and will be communicated in writing to the Contractor.

ACQUISITION METHODS AND PURCHASING PROCESS

All purchasing of goods, services and construction shall be as outlined in the Procurement Procedure.

“Original Signed”

September 29, 2023

Barry Kolenosky
Chief Administrative Officer

Date

“Original Signed”

September 27, 2023

Murray Kerik
Reeve

Date

SPECIAL NOTES/CROSS REFERENCE: B10 Procurement of Goods & Services Procedure
AMENDMENT DATE: September 13, 2026

