



Contracting for Purchase of Goods and/or Services Policy

Approval / Amendments	Date
Approval	May 28, 2015
Amendment 1	
Amendment 2	

POLICY: CONTRACTING FOR PURCHASE OF GOODS AND/OR SERVICES

1. Policy Statement:

- 1.1 Community Futures Big Country will use a competitive and public procurement process to select suppliers of goods and/or services required, from time to time, to deliver Community Futures Big Country's services and to support the strategic objectives of the organization.

2. Purpose:

- 2.1 The purpose of this Contracting for Goods and/or Services Policy is:
- a. To delineate the role and responsibilities of the Community Futures Big Country Board and its Executive Director/General Manager as the roles relate to contracting for goods and or services;
 - b. To establish the principles that guide Community Futures Big Country's procurement and contracting activities.

3. Application:

- 3.1 This Policy applies to all contracts or agreements for goods and/or services between Community Futures Big Country and Suppliers of goods and/or services deemed by the Executive Director/General Manager to best achieve the strategic directions as developed and approved by the Board of Community Futures Big Country.

4. General Principles:

- 4.1 The General Manager of Community Futures Big Country may, from time to time, determine to acquire goods and/or services that will serve to effectively and efficiently achieve the organization's priorities and outcomes as outlined in Community Futures Big Country's approved Strategic Operating or Business Plan.
- 4.2 Within the limitations of this Policy as outlined herein and the approved Budget, the Executive Director/General Manager is provided with authority to enter into contract for goods and/or services.

5. Selection of Suppliers:

- 5.1 When selecting a Supplier, Community Futures Big Country will:
- a. Ensure that all contracting activities will be carried out in an open, fair and transparent manner as defined herein;
 - b. Ensure that all Conflict of Interest policy guidelines and procedures, as approved by the Board of Community Futures Big Country, are honoured in the request for supplier proposal and selection process;

- c. Ensure strict adherence with the spirit and intent of the Conflict of Interest guidelines contained in Section 13 of the Agreement between Community Futures Big Country and Western Economic Diversification;
- d. Ensure that all contracting activities in excess of \$30,000.00 comply with federal government obligations under domestic and international trade agreements, as applicable;
- e. Ensure the following key selection criterion is considered:
 - The Supplier's capacity and available resources to deliver the goods and/or services, including any special area(s) of expertise, required;
 - The Supplier's past performance record on services performed for Community Futures Big Country. For Suppliers that have not previously performed services for Community Futures Big Country, professional references may be considered instead;
 - In the case of Community Futures Big Country program related goods and/or services, the Supplier's experience with and demonstrated capacity to implement and manage state-of-the-art customer services including the design and delivery of any necessary education programs;
 - A demonstrated capacity to work professionally in a team-based service environment;
 - The Supplier's corporate governance and environmental practices.

6. Contracting Authorities and Limitations:

6.1 Fees of \$10,000.00 or less:

- a. The General Manager/Executive Director may select, within the framework of this Policy, a Supplier based on a Request for Proposal from at least two (2) Suppliers whose normal business includes the supply of the goods and/or service required.

6.2.1 Fees of \$10,000.00 or greater but less than \$30,000.00:

- a. At least three (3) qualified Suppliers will be invited to make a project specific written proposal. The Supplier's proposal will at minimum document supplier qualification and price for delivery of the goods and/or services. Where possible, Community Futures Big Country will request the Supplier to clearly and concisely document specific information in response to the Request for Proposal (See section 7.1). Where there are not qualified suppliers of the specific good and/or service within the region served by Community Futures Big Country, external Suppliers may be invited to respond to the request for proposal.
- b. Responses received will be evaluated by the General Manager/Executive Director and at least one (1) other senior Community Futures Big Country staff member.

- c. The Executive Director/General Manager will award the project to the highest ranked supplier. (See Section 8.2 for authorities related to entering into the Agreement with a Supplier of goods and/or services).

6.3 Fees of \$30,000.00 or greater:

- a. Either by public advertisement or by invitation, Community Futures Big Country will solicit a request for proposals, in one or more stages, depending on project scope and complexity. Responses to the solicitation will include qualifications and a price proposal for the required services.
- b. Responses to the solicitation will be evaluated by a team consisting of the Executive Director/General Manager and at least one (1) other senior Community Futures Big Country staff member. For projects where total project cost will, upon approval, exceed fifteen percent (15%) of the Community Futures Big Country total operating budget, Community Futures Big Country will, for the purposes of evaluation and contracting approval, form an Advisory Committee comprised of the Board Chair and/or his/her designate and one (1) other Board member. This Advisory Committee may, at the option of the Board Chair, include a representative from a non-competing Supplier with related expertise. The evaluation team and where applicable (See Section 6.3 b) the Advisory Committee may interview one or more of the Supplier respondents.
- c. The evaluation team or where applicable (see Section 6.3 b) the Advisory Committee will rank respondents based on the results of the evaluation process and will recommend the highest ranked Supplier to the Board of Directors.
- d. When selecting a Supplier for goods or services related to a member service program, Community Futures Big Country will require that the supplier agree to:
 - not compete in the supply of the same good or service to members during the term of the contract or for one (1) year following the termination of the contract;
 - provide sufficient protection for Community Futures Big Country from liability and any other risks.

7. Supplier Selection - Documentation:

- 7.1 For evaluation purposes, Suppliers responding to any Request for Proposal may be required to submit a proposal documenting the following information:
 - a. a description of the goods and/or services to be provided with sufficient technical detail to enable Community Futures Big Country to assess whether the proposal meets the requirements;
 - b. timeline of the steps, milestones, deliverables and completion date;
 - c. names, relevant qualifications and role of each supplier proposed;
 - d. fees, broken down by major step in the work plan if relevant;

- e. billing arrangements including how all expenses, disbursements and applicable taxes will be handled.
- f. Any and all Community Futures Big Country's responsibilities related to the contract for products and/or services.

8. Contracting the Supplier:

- 8.1 When selection of the Supplier is complete, a written agreement shall be signed by the Supplier and Community Futures Big Country. The Agreement shall include:
 - a. description of the goods and/or services to be provided by the Supplier;
 - b. the process to be followed by the Supplier in the provision of the goods and/or services;
 - c. the fees and expenses payable to the Supplier and the timing of payments;
 - d. the date by which the work is to be completed;
 - e. other project specific terms and conditions;
- 8.2 The written agreement shall be a standard Supplier of Goods and Services Agreement in the case of contracts of more than \$10,000.00. A letter of agreement may be used for contracts under \$10,000.00.
- 8.3 Pursuant to Section 8.2, where Community Futures Big Country enters into a Goods and Services Agreement with a Supplier, the Agreement will require approval by the Executive Director/General Manager as evidenced by his/her signature and approval by the Board of Directors as evidenced by the signature of one (1) of the Board's authorized signing authorities.
- 8.4 This Policy does not apply, nor is it intended to apply to the Executive Director/General Manager's ability to enter into an Employment Agreement or Employment Contract with Community Futures Big Country employees past, present and future. Such agreements with employees of Community Futures Big Country are approved and signed by the Executive Director/General Manager with all contracted employees reporting directly to the Executive Director/General Manager.
- 8.5 In all cases, the Contracted Supplier(s) will report to the Board of Community Futures Big Country through the Executive Director/General Manager.