



**POLICY AND PROCEDURE**

**NAME: PURCHASING POLICY**

**CITY OF MARTENSVILLE**

**NUMBER: 11/92**

**1. PURPOSE:**

The purpose of this policy is to outline administrative procedures and establish general guidelines for the purchase, acquisition, sale or lease of goods, services and works for the City of Martensville.

**2. SCOPE:**

This Purchasing Policy applies to all City staff, City Councillors, agents of the City and any third-party consultants hired by the City, that are involved in the procurement of goods and services for use by the City. This Purchasing Policy governs the procurement (purchase, rental, lease) of all goods and services (including construction) purchased by the City, except for the following:

- 2.1 any form of government assistance issued by the City such as grants, loans, equity infusion, guarantees or fiscal incentives;
- 2.2 general expenses: City payroll and refundable employee expenses, tax remittances or customer refunds;
- 2.3 Contracts or agreements relating to employee compensation, reimbursements, training, education, etc.;
- 2.4 Utility contracts where no competition exists (i.e., power, water, etc.);
- 2.5 payments to other government or public bodies (i.e. RCMP); and
- 2.6 land acquisitions or real estate transactions and fees.

**3. POLICY STATEMENTS AND GENERAL PRINCIPLES**

**3.1 Overall City Conduct:**

The City commits to creating and maintaining a high level of confidence in its procurement of goods and services by ensuring integrity, transparency, accountability, efficiency and consistency in how it conducts its processes.

**3.2 Fair Competition:**

The City shall acquire goods and services through fair, transparent and competitive processes in accordance with the legislative and trade agreement requirements. Competitive processes followed shall balance the interest of City taxpayers with the fair and equitable treatment of suppliers and contractors.

**3.3 Legislation and Trade Agreement Requirements:**

The City's procurement processes, and conduct shall comply with the authorities and obligations of the following legislation and trade agreements:

- The Cities Act;
- The Local Authority Freedom of Information and Protection of Privacy Act (LA FOIP);



**POLICY AND PROCEDURE**

**NAME: PURCHASING POLICY**

**CITY OF MARTENSVILLE**

**NUMBER: 11/92**

- The New West Partnership Trade Agreement (NWPTA);
- The Canadian Free Trade Agreement (CFTA);
- The Comprehensive Economic Trade Agreement (CETA); and
- The Canada-UK Trade Continuity Agreement (Canada-UK TCA)

**3.4 Best Value Considerations:**

In conducting its procurement processes, the City shall generally seek to select the “best value” supplier/contractor, as opposed to just the lowest-priced. This means that the City shall:

- Where practical, consider overall total life-cycle cost (TLC) or total acquisition cost (TAC) when procuring goods and services, as opposed to just the initial acquisition price alone. TLC or TAC analysis will consider costs such as operating, energy consumption, delivery, disposal, training, resale value and other factors in addition to the initial acquisition price.
- Depending on the good/service being procured, base the evaluation and selection of the supplier/contractor on both price and non-price factors as part of the competitive process. Non-price factors may include: quality, timeliness of deliver, dependability of service, standardization, ease of operation, maintenance requirements, parts availability, safety, experience of supplier/contractor, adherence or suitability for requirements, and social/economic/environmental sustainability benefits.

**3.5 Confidentiality & Disclosure of Information:**

The City commits to the following in its procurement of goods and services:

- Information will be released in accordance the City’s obligations under LA FOIP;
- Any information made available to a potential supplier or contractor, which may influence a response to a procurement process, will be made available to all interest suppliers or contractors;
- Subject to the requirements of LA FOIP, information provided by a supplier/contractor during a procurement process will remain confidential.

**3.6 Buying Groups & Co-operative Purchasing:**

The City may participate in Buying Groups, where practical and considering fair competition principles, in order to access advantages including: reduced procurement process costs/time, and leverage of group volume to obtain preferred pricing or terms.

**3.7 Ethical Conduct:**

The City shall:

- Act honestly and with integrity, avoiding even the appearance of impropriety, in all its procurement and related practices;
- Maintain consistency in all processes and actions; and
- Adhere to good ethical standards in all its procurement and related practices



**POLICY AND PROCEDURE**

**NAME: PURCHASING POLICY**

**CITY OF MARTENSVILLE**

**NUMBER: 11/92**

**4. DEFINITIONS:**

- 4.1 **Bid:** Is an offer to supply goods, services and works by an outside party under defined terms and conditions.
- 4.2 **Buying Group** means a non-profit organization representing two or more public sector entities and/or non-profit organizations that combine the purchasing requirements and activities of the group members into one joint procurement process.
- 4.3 **City** means the City of Martinsville.
- 4.4 **Conflict of Interest** means, in relation to a procurement process, the supplier/contractor has an unfair advantage or engages in conduct, directly or indirectly, by way of:
  - Having access to confidential information of the City which is not available to other suppliers/contractors;
  - communicating with City employees or councilors with a view to influencing the competitive process;
  - Engaging in conduct that compromises, or can be seen to compromise, the integrity of the procurement process;
  - Has other commitments, relationships or financial interests which could be perceived to exercise improper influence over the objectivity, independence and impartiality of the procurement process; or compromise, impair or be incompatible with the effective performance of the intended contractual obligations.
- 4.5 **Contract:** A written document containing terms and conditions, signed under seal by both parties.
- 4.6 **Direct Award** means a good or service is procured direct from one supplier/contractor with no competitive process. This is sometimes also referred to as a "sole source".
- 4.7 **Indigenous Supplier:** Any business or enterprise that is more than 50% owned, managed and controlled by Indigenous persons.
- 4.8 **Pre-qualification Process:** Process to identify, prior to a competitive process, suppliers or contractors that are qualified for the procurement concerned.
- 4.9 **Purchase:** Any procurement of goods, services and works made by any department and meets the following criteria:
  - (a) Conforms to a plan or program approved by Council in the budget process;
  - and



**POLICY AND PROCEDURE**

**CITY OF MARTENSVILLE**

**NAME: PURCHASING POLICY**

**NUMBER: 11/92**

(b) Complies with established spending limits as set out in this Purchasing Policy.

- 4.10 **Purchase Order:** A City document used to formalize a purchase transaction with a vendor.
- 4.11 **Emergency Operational Purchase:** Any purchase made by any department that is required in order to continue operations and is typically needed on short notice for repairs resulting from plant or equipment failures.
- 4.12 **Public Tender:** A process requiring the tender to be advertised in a local newspaper or through electronic tendering and the tender opening to be made publicly.
- 4.13 **Request For Proposal (RFP):** A request to suppliers to submit innovative proposals for the supply of goods and/or services. RFPs do not bind firms to existing processes or rigid specifications, but encourages new approaches, techniques and methods for meeting the City requirements. RFPs will not be opened publicly.
- 4.14 **Written Quotation:** A process requiring selected vendors to submit written quotations upon request of the City. Such quotations are not advertised and are not opened publicly.

**5. PURCHASING THRESHOLDS AND PROCESS REQUIREMENTS:**

- 5.1 The City Shall give potential suppliers and contractors fair opportunity to supply goods and services to the City, by conducting competitive processes in accordance with the following thresholds :

<b>Value of Goods or Services Procured*:</b>	<b>Value of Construction Projects Procured:</b>	<b>Procurement Process to Be Followed:</b>	<b>Commitment Method:</b>
<b>Less than \$10,000</b>	<b>Less than \$10,000</b>	Direct Award: <ul style="list-style-type: none"> <li>- No competitive quotes required.</li> <li>- Direct Award to single supplier, employing lowest price or best value analysis as appropriate.</li> </ul>	City Purchasing Card, Vendor Card or Purchase Order
<b>\$10,000 to \$25,000</b>	<b>\$10,000 to \$25,000</b>	Informal Quotes Required: <ul style="list-style-type: none"> <li>- Request minimum of 3 verbal or written quotes.</li> <li>- Award to either:               <ul style="list-style-type: none"> <li>- The lowest priced quote; or</li> <li>- The “best value” quote.</li> </ul> </li> </ul> Note: award method, and factors that constitute “best value” (if using), is to be shared with	Purchase Order or Contract (depending on risk)



**POLICY AND PROCEDURE**

**NAME: PURCHASING POLICY**

**CITY OF MARTENSVILLE**

**NUMBER: 11/92**

		suppliers upon quote invitation.	
<b>\$25,000 to \$75,000</b>	<b>\$25,000 to \$200,000</b>	Limited Bidding: Formal Quotes/Bids Required: <ul style="list-style-type: none"> <li>- Request minimum of 3 written quotes/proposals/bids using: email quotes, Request for Quotation (RFQ), Request for Proposal (RFP) or Invitation to Tender (ITT). Process is by limited bidding.</li> <li>- Construction Projects must use formal RFQ, RFP or ITT when &gt;\$100,000</li> <li>- Award based on lowest quote received or any evaluation criteria set in RFQ/RFP/ITT.</li> </ul>	Purchase Order or Contract (depending on risk)
<b>Greater than \$75,000</b>	<b>Greater than \$200,000</b>	Public Competition Process: <ul style="list-style-type: none"> <li>- Solicity proposals/bids through Public Competition (open to all) using**: Request for Proposals (RFP); Pre-Qualification (Pre-Qual); or Notice of Intent (NOI).</li> </ul>	Contract

\* The value of the procurement shall be based on reasonable estimates, considering all future years and options that the City will potentially commit to, as applicable. Procurements shall not be split or separated into parts with the intention of avoiding process requirements.

\*\* A Pre-Qualification Process, which is open to all, may also be used to meet the Public Competition Process requirement. This could then be followed by a Limited Bidding process with pre-qualified bidders only.

**5.2 EXCEPTIONS TO PURCHASING PROCESS REQUIREMENTS:**

While still covered by this Purchasing Policy, the following procurements are exempt from the threshold and process requirements detailed in section 4.1 and can be contracted through Direct Award or Limited Bidding at the discretion of the individual that holds authority to commit (as detailed in section 7):

(a) Professional Consulting Services (i.e. persons that are licensed or certified in their professional capacity such as engineers, surveyors, architects or business consultants) where the total commitment is less than \$75,000. Note: Direct Award of Professional Consulting Services must be due to one of the following reasons:

- (i) Time is of the essence and the Consultant has knowledge or skills which are needed quickly;
- (ii) The Consultant has a specialized skill or knowledge which others do not have;
- (iii) The Consultant has been previously engaged by the City at an earlier stage of the same project, and therefore will require less start-up time or cost to work a new stage in the project. (Note: use of this exception (a)(iii) is limited to a maximum of three



**POLICY AND PROCEDURE**

**NAME: PURCHASING POLICY**

**CITY OF MARTENSVILLE**

**NUMBER: 11/92**

- additional stages on the same project).
- (b) Legal or notary services.
- (c) Goods or services for promotion reasons
- (d) Construction of, or investment in, water systems and related services where the total commitment is less than \$250,000
- (e) Health services and social services.
- (f) Goods intended for resale to the public.
- (g) From philanthropic institutions, prison labour or persons with disabilities.
- (h) From non-profit organizations or public bodies
- (i) Where the procurement is of a confidential or privileged nature and disclosure through the required process could reasonably be expected to compromise confidentiality or be contrary to the public interest.
- (j) Where it can be demonstrated that only one supplier is able to meet the requirements of a procurement (i.e. need for good to match to existing proprietary software/equipment).
- (l) In the absence of receipt of any bids which meet the requirements of a public RFP or Tender process.
- (m) Treasury services.
- (n) Agreements as part of sporting or convention facilities.
- (o) Procurements from First Nations or Indigenous Groups, where allowed for under Trade Agreement requirements (see Schedule C Indigenous Participation Specifications)

**6. TENDER/BID/PROPOSAL ACCEPTANCE CRITERIA**

- 6.1 In all cases, the City reserves the right to refuse any or all tenders, bids or proposals.
- 6.2 Where the City decides to accept a tender or bid, it shall accept the lowest qualified tender or bid meeting its specifications, unless the tender documents set out additional and/or other acceptance criteria.
- 6.3 Qualified means that in the opinion of the City, the tenderer or bidder has the expertise and ability, physically and financially, to supply or perform the goods, services or works tendered or bid, and whose past performance or references are satisfactory to the City.
- 6.4 In the case of requests for proposals, the City shall accept the proposal which, in the opinion of the City, best meets the requirements of the City, unless the proposal documents set out additional and/or other acceptance criteria.

**7 GENERAL:**

- 7.1 City purchases must be made by designated City personnel. Purchases that exceed the spending guidelines detailed in paragraph 8.3, require the signature of the immediate



**POLICY AND PROCEDURE**

**NAME: PURCHASING POLICY**

**CITY OF MARTENSVILLE**

**NUMBER: 11/92**

supervisor prior to purchase or award of contract.

- 7.2 All purchases for equipment, materials, supplies or services are to be made by purchase order. Wherever conveniently possible, the price of the items purchased or services received shall be reflected on the City copy of the said purchase order.
- 7.3 Directors shall use recognized methods in securing competitive prices and shall award contracts in accordance with the purchasing policies of City Council.
- 7.4 Competitive quotes shall be obtained from all local suppliers for purchases of \$500 and over.
- 7.5 For purposes of clarity to all prospective bidders, tender documents shall include a list of all the criteria that will be evaluated and considered in the awarding of the contract. Directors will give favorable consideration to the tender or quotation meeting the specifications at the lowest cost to the City, taking into consideration such factors as suitability, price, availability, parts availability, warranty and ongoing service.

**8 PURCHASE AUTHORIZATION LEVELS:**

- 8.1 Directors shall ensure that all purchase requests are formally documented and conform to the spending authorization levels detailed in 8.3 hereunder.
- 8.2 Directors may delegate signing authority to appropriate staff and are responsible to ensure proper control is maintained within their respective departments. Schedule "C"
- 8.3 Staff shall not exceed the following procurement limits without the authorization of their immediate supervisor:

<b>Staff Position</b>	<b>Authority to Commit Up To:</b>
<b>City Manager</b>	Unlimited (must be within annual budget approved by Council)
<b>Director of Corporate Services</b>	Unlimited (must be within annual budget approved by Council)
<b>Department Directors</b>	\$75,000
<b>Department Managers</b>	\$50,000
<b>Supervising Staff</b>	\$2,500
<b>All Other City Staff</b>	As by Department Director (not to exceed \$1,000)

- 8.4 With the exception of clause 8.5, the provision for all purchases of goods, services or



**POLICY AND PROCEDURE**

**NAME: PURCHASING POLICY**

**CITY OF MARTENSVILLE**

**NUMBER: 11/92**

works must be provided for in the current operational or capital budgets.

8.5 The Directors, in consultation with the City Manager or his/her designate, may expend up to a maximum of \$75,000 on emergency purchases, when, due to the nature and timing of a situation, it is not practicable to acquire goods, services or work through the normal purchasing process. Directors shall provide Council, at the earliest possible convenience, with full details and written justification for all emergency purchases.

8.6 The City Manager may authorize a sole source contract, when it is deemed to be in the best interests of the City, to a maximum of \$20,000.00. Sole source contracts exceeding \$20,000.00 must be authorized by Council.

**9 PURCHASE ORDERS:**

9.1 A City purchase order must be used for all purchases over \$1,000.00, except for the payment of goods and services for wages, travel expenses, utilities and written contracts. Schedule "B"

9.2 The three-part City purchase order form shall be used, with the original attached to the invoice, the second copy given to the vendor and the third copy retained by the Director in the purchase order book.

9.3 All purchase orders must be signed and coded by the City Manager, City Clerk, CEDM or appropriate Department Director or appointed designate however, the Department Director is responsible for all departmental purchases.

Purchase Order books shall be controlled by City Hall and shall be signed out by the Receptionist. All used/completed purchase order books must be returned to City Hall for auditing purposes.

**10 CREDIT CARDS AND STORE ACCOUNTS**

10.1 Credit Card Purchases are to be used primarily for purchasing items that:  
(a) Are not covered by any type of contract;  
(b) Are priced in non-Canadian currencies;  
(c) Provided the fastest way to procure goods and services required to assist with an emergency situation;  
(d) Items need to be secured in advance, in lieu of other forms of payment.

10.2 Fuel Purchase  
(a) All fuel purchases must be signed for by a City Employee;  
(b) Fuel Statements are reconciled by the Accounts Payable Clerk and charged out to



**POLICY AND PROCEDURE**

**NAME: PURCHASING POLICY**

**CITY OF MARTENSVILLE**

**NUMBER: 11/92**

appropriate departments.

10.3 In Store Accounts

- (a) Purchase orders will be required to be used when purchases are made;
- (b) All purchases must be signed for by a City Employee;
- (c) Account Statements are reconciled by the Accounts Payable Clerk and charged out to appropriate departments.

11 **SOURCES OF SUPPLY:**

11.1 The City shall endeavor to ensure that as many suppliers as practicable are given the opportunity to quote with respect to City purchases and shall attempt to obtain a minimum of three quotations. Wherever possible, Directors should avoid specifying exclusive products and should provide for equivalents and/or approved alternates, in an effort to increase competition.

11.2 The City will not consider suppliers/contractors whose past performance has been unsatisfactory.

11.3 The City may, in its absolute discretion, reject a proposal or bid to a competitive procurement process if the supplier/contractor, or any officer or director of the supplier/contractor, is or has engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a proposal/bid, the City's administration will consider whether the litigation is likely to affect the supplier/contractor's ability to work with the City or representative, and whether the City's experiences with the supplier/contractor indicates that there is a risk the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the supplier/contractor.

11.4 Where in the opinion of the City, no competitive supply markets exist, the Directors may employ whatever value analysis and negotiation methods consistent with the intent of the overall policy, they deem appropriate to obtain acceptable products at the lowest possible price.

11.5 The City will procure Goods and Services and promote and participate in viable procurement opportunities with Indigenous Suppliers. Departments should consider the role of Indigenous Suppliers within Saskatchewan when conducting Procurement activities.

12 **EQUAL TENDERS:**



**POLICY AND PROCEDURE**

**NAME: PURCHASING POLICY**

**CITY OF MARTENSVILLE**

**NUMBER: 11/92**

12.1 Where, in the opinion of the City, bids or tenders are equal, the successful bidder shall be determined by departmental preference.

**13 WITHDRAWING OR AMENDING BIDS:**

13.1 Any tender or bid may be withdrawn or amended by the bidder prior to the close of tenders or bids.

**14 AWARDING CONTRACTS:**

14.1 The Directors shall award all contracts where funds have been provided for in the approved budget and where the contract is to be awarded to the lowest qualified bidder meeting all criteria and specifications. City Council shall award contracts where:

- (a) In the case of public tenders, Administration is recommending the award of a contract to other than the lowest qualified bidder meeting established criteria and specifications.
- (b) The lowest recommended bid would exceed the approved budget.
- (c) Funds have not been provided for in the approved budget, with the exception of purchases made under clause 8.5.

14.2 The amount of a sole source contract exceeds \$20,000.00.

14.3 The City Manager, for any reason, refers the award of the contract to City Council.

14.4 All unsuccessful bidders, who submitted bids in writing, shall be given written notification of the name of the successful bidder.

14.5 In all cases, the City reserves the right to refuse any or all tenders or bids where it is deemed to be in the best interests of the City to do so.

14.6 An unsuccessful bidder that has submitted a proposal in a competitive purchasing process for the City may request a feedback meeting with a Director or their designate. Feedback provided in that meeting is restricted by section 3.5 and the rules of LA FOIP.

**15 SPECIFICATIONS:**

15.1 Directors or their designate shall be responsible for preparing specifications, and any changes thereto.

15.2 Directors shall ensure that such specifications, or changes thereto, are as broad as practicable to assure competitive bids.



**POLICY AND PROCEDURE**

**NAME: PURCHASING POLICY**

**CITY OF MARTENSVILLE**

**NUMBER: 11/92**

15.3 Criteria that will be considered and analyzed in the award of a tender, other than and/or in addition to lowest qualified bid meeting the City's specifications, shall be clearly set out in the tender document.

**16 PAYMENTS/DEPOSITS:**

16.1 All departments shall provide the accounting department with such documentation as may be required to effect payment of invoices.

16.2 Variances between invoices and corresponding purchase orders shall require departmental approval before such invoices are paid.

16.3 All monies forwarded with tenders/RFPs shall immediately be deposited in the City's bank account. The City shall refund the deposits submitted by unsuccessful bidders.

**17 DISPOSAL OF SURPLUS ITEMS:**

The City of Martensville shall dispose of all valuable surplus items by way of public sale. The Directors may approve disposal by way of trade-in allowance, auction sale, bids or public solicitation. Exceptions must be approved in writing by the City Manager.

**18 CONFLICT OF INTEREST:**

In accordance with the City's general principles on ethical conduct, the following shall apply to all procurement processes:

18.1 City employees shall exercise caution when there is a possibility or perception of conflict of interest with a contractor/supplier, or potential contractor/supplier;

18.2 City employees involved in a procurement process, either directly or indirectly, must notify their direct supervisor or any potential conflict of interest with a contractor or supplier;

18.3 No City employee or Councillor, involved directly or indirectly in a procurement process or management of a contract, will have an interest or receive any personal benefit in any contract placed by the City for goods or services, unless it is disclosed and approved in writing by the Director of Corporate Services; and

18.4 If a City employee or Councillor has a potential conflict of interest as outlined in 18.2 or 18.3 above, the general guideline for the procurement process shall be as follows:

(a) Measures shall be taken to ensure that the employee or Councillor with the conflict does not have any influence whatsoever over the procurement process and/or contract decision; and



**POLICY AND PROCEDURE**

**NAME: PURCHASING POLICY**

**CITY OF MARTENSVILLE**

**NUMBER: 11/92**

- (b) No direct award will occur to any supplier or contractor involved in a conflict of interest, regardless of the value. Suppliers or contractors who have a conflict of interest with a City employee or Councillor will only receive a contract for goods or services if they are selected based on a transparent evaluation from a competitive procurement process.

19 The following items can be processed without a purchase order unless otherwise requested by vendor:

- (a) utility contracts (i.e. power, telephone, gas, water, etc.)
- (b) grants to organizations
- (c) payments to other taxing authorities
- (d) land purchases/expropriation
- (e) federal, provincial, municipal agreements
- (f) federal, provincial, municipal fees and levies
- (g) contracts or agreements relating to employee compensation, benefits, reimbursement, training education, etc.
- (h) professional services (i.e. legal, insurance, consultants, architects, etc.)

**COUNCIL ADOPTING RESOLUTION:**

#206/06032008  
#31/02192013  
#48/02172015  
#123/07172018  
#257/20122022  
#223/01102024

JUNE 3, 2008  
FEBRUARY 19, 2013  
FEBRUARY 17, 2015  
JULY 17, 2018  
DECEMBER 20, 2022  
OCTOBER 1, 2024



**POLICY AND PROCEDURE**

**NAME: PURCHASING POLICY**

**CITY OF MARTENSVILLE**

**NUMBER: 11/92**

SCHEDULE "A"  
TELEPHONE/FAX/EMAIL QUOTATION PROCESS

1. Three quotes must be obtained for any purchase of \$500 and over.
2. Telephone quotes must be written out on the Telephone Quote Sheet below.
3. Email quotes must be printed off.
4. All three quotes must always be attached to the purchase order/invoice.

**TELEPHONE QUOTES**

DATE: \_\_\_\_\_

COMPANY NAME:

\_\_\_\_\_

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT

\_\_\_\_\_

EMPLOYEE SIGNATURE

**THIS QUOTE MUST BE ATTACHED TO THE PURCHASE ORDER**



**POLICY AND PROCEDURE**

**NAME: PURCHASING POLICY**

**CITY OF MARTENSVILLE**

**NUMBER: 11/92**

SCHEDULE "B" PURCHASE  
ORDER PROCESS

Purchase orders must be attached to all purchases over \$1,000 along with required quote documentation.

The Purchase Order must always contain the following information:

- Department
- Company Name
- Order Date
- Quantity
- Description
- Unit Price
- Amount
- Account to charge to
- Signature



**POLICY AND PROCEDURE**

**NAME: PURCHASING POLICY**

**CITY OF MARTENSVILLE**

**NUMBER: 11/92**

SCHEDULE "C" INDIGENOUS  
PROCUREMENT PROTOCOL

**1. Purpose**

The purpose of this protocol is to provide guidelines and set out the roles and responsibilities to support Indigenous Procurement. This protocol should be read in conjunction with the City's Purchasing Policy #11/92.

**2. General Principles**

The City will procure Goods and Services and promote and participate in viable Procurement opportunities with Indigenous Suppliers. Departments should consider the role of Indigenous Suppliers within Saskatchewan when conducting Procurement activities.

It is intended that, where appropriate, the use of Indigenous Participation evaluation criteria will reward vendors for actions that add social value and encourage vendors to look for new ways to increase their social value to improve their ability to compete for future procurement opportunities that may include Indigenous participation evaluation criteria. The principles are intended to:

- Support positive outcomes through thoughtful planning, consultation, and an understanding of cultural and community practices
- Encourage innovation in procurement, recognizing that every procurement is unique
- Invest more time and involve Indigenous communities in planning, where appropriate, to benefit program and service-delivery outcomes
- Be a living document whose real value lies in the ongoing consultation and communication with the Indigenous communities and positive economic outcomes

The principles operate within the established purchasing policy and applicable Trade Treaties.

**3. Indigenous Participation Evaluation Criteria**

It is recommended that:

- Indigenous procurement criteria are properly applied as desirable, and not mandatory criteria.
- Specific outcomes and goals should be reviewed and considered on a project-to-project basis and in consultation with relevant stakeholders
- It is recommended that a minimum of 5% and no more than 10% of the total points be awarded to Indigenous Participation, to ensure that quality and price remain the most important criteria.

The following table is an example of rated criteria and weighting (points) to support Indigenous



**POLICY AND PROCEDURE**

**CITY OF MARTENSVILLE**

**NAME: PURCHASING POLICY**

**NUMBER: 11/92**

Participation within the rated criteria of the RFP.

Note: RFP criteria and points are illustrative only, specific points should be reviewed and considered on a project-to-project basis and in consultation with relevant stakeholders.

Rated Criteria Category		Weighting (Points)
1	Pricing	60
2	Experience/References	10
3	Capability	10
4	Schedule/Delivery	15
5	Indigenous Participation	5
	Total Points	100

The following should be included in the rated criteria section of the RFP.

**Indigenous Participation Rated Criteria**

The City of Martensville is committed to working with Indigenous people, communities, and businesses throughout Saskatchewan to promote the procurement of goods and services from Indigenous individuals and businesses. To this end, the following will be evaluated:

- (a) Indigenous Person Hours included in proponent’s proposal; or (3)
- (b) Indigenous Ownership; or (1)
- (c) the extent of Indigenous Persons training and development; including scholarships, apprenticeships, or skills training. (1)

A proponent wishing to be evaluated and awarded scores for Indigenous participation (Indigenous Person Hours, Indigenous Ownership, or Indigenous Engagement) should provide the City of Martensville with a completed Indigenous Participation Form. The City of Martensville may request such proponents to provide additional information in its sole and absolute discretion.

The City of Martensville reserves the right to not award any scores to any proponent in respect of Indigenous participation, including where a proponent does not provide sufficient information, as required by the City of Martensville, to establish Indigenous participation as contemplated in the Indigenous Participation Specification.

**4. Monitor and Measure**

Evaluators should keep detailed records of all evaluation scoring, including Indigenous Participation criteria, and be prepared to provide explanations for their rationale should they be



**POLICY AND PROCEDURE**

**CITY OF MARTENSVILLE**

**NAME: PURCHASING POLICY**

**NUMBER: 11/92**

required to conduct a debriefing. Records should be filed in the procurement file with all other documents.

Monitoring Indigenous Participation obligations is important to ensure that in addition to the satisfaction of deliverables generally, the Indigenous participation deliverables are also being met. It is recommended that, in addition to information provided in proposals, contractors provide a final report that outlines the Indigenous participation content realized through the term of the contract.

**5. Roles and Responsibilities**

**a) Role of City Manager or Designate**

The City Manager should be advised of serious performance issues or Contract disputes that may result in early termination of a Contract.

It is the role and responsibility of the City Manager or Designate to:

- respond to requests for assistance from Directors, Managers and their Designates regarding:
  - o Inadequate Supplier performance, non-compliance with Contract terms and conditions or Contract disputes that may have a negative impact and/or potentially lead to legal action;
  - o Contract amendments or requests from the Supplier for the assignment of a Contract;
  - o Seeking legal advice for interpretation of terms and conditions under the Contract and the remedies for breach of Contract provided for in the Contract and/or at law;
- Obtain legal advice in a timely manner once advised that a Supplier has initiated or threatened legal action against the City at any time throughout the life of the Contract; and
- Obtain legal advice in a timely manner once advised that the Supplier may be, or is about to be, declared bankrupt or insolvent.

**b) Role of Directors, Managers and their Designates**

It is the role and responsibility of the Director, Manager or Designate to:

- Ensure that all approved Purchasers in their Department are appropriately trained, have knowledge and understanding of applicable policies and protocols and can fulfill the responsibilities as set out in this protocol; and



**POLICY AND PROCEDURE**

**CITY OF MARTENSVILLE**

**NAME: PURCHASING POLICY**

**NUMBER: 11/92**

- Monitor and measure Indigenous participation, formally evaluate the Protocols effectiveness;
  
- Maintain detailed documentation of all communications related to Supplier performance; and
  
- Monitor and ensure compliance with this protocol.
  
- Seek advice from the City Manager, or Designate, as necessary, with respect to compliance issues and Contract disputes.

**INDIGENOUS PARTICIPATION SPECIFICATIONS**

The Indigenous Participation Specifications will form part of the contract with the successful proponent when Indigenous Participation is included for Indigenous Person Hours.

**1. Definitions**

In these Indigenous Participation Specifications:

“Indigenous Person” means an individual who resides in Saskatchewan who is a status Indian under the Indian Act (Canada), a Métis Person or an Inuit;

“Indigenous Person Hours” is the number of Person Hours performed by Indigenous Persons;

“Person Hour” means the amount of directly employed work performed by the average worker in one hour.

“Indigenous Supplier” means a business that is:

- (a) a limited, non-profit, or professional corporation with at least 50% of its shares beneficially owned by Indigenous Persons;
- (b) a sole proprietorship conducted by an Indigenous Person;
- (c) a partnership in which at least 50% beneficial interest belongs to Indigenous Persons;
- (d) a cooperative in which Indigenous Persons have at least 50% of the beneficial interest of the cooperative;
- (e) a Band as defined in the Indian Act (Canada) located in Saskatchewan; or
- (f) a joint venture of entities described in subclauses (a) through (e), or of a non- Indigenous business and at least one of the entities described in subclauses (a) through (e), as long as Indigenous Persons have at least 50% of the beneficial interest in the joint venture.

“Inuit” means an individual who:

- (a) self-identifies as a Inuit person; and



**POLICY AND PROCEDURE**

**CITY OF MARTENSVILLE**

**NAME: PURCHASING POLICY**

**NUMBER: 11/92**

- (b) are the Indigenous people of Arctic Canada -- (Labrador); Nunavik (Quebec);

Nunavut; and the Inuvialuit Settlement Region of the Northwest Territories; and

“Métis Person” means an individual who:

- (a) self-identifies as a Métis person;
- (b) has an ancestral connection to an historic Métis community of distinctive peoples of mixed ancestry with their own customs, practices, traditions and recognizable group identities separate from their Indian, Inuit and European ancestors that has existed continuously since Europeans established effective control of the area in which the community is located; and
- (c) is accepted as a member of the Métis community.

**2. Engagement of Indigenous Persons**

- 2.1 The contractor shall ensure that the percentage of Indigenous Person Hours engaged in the performance of the Services as employees of the contractor at any time during the term of this Contract is not less than [insert percentage outlined in Indigenous Participation Form]% of the total Person Hour(s) that are engaged in the Services
- 2.2 Upon completion of the Services, the contractor shall provide the City of Martensville with a final written report which outlines information (in detail reasonably satisfactory to the City of Martensville) establishing the contractor’s compliance with its obligations under subsection 2.1.

**3. Records Retention**

For a period of two (2) years from the completion of the Services, the contractor shall keep and, subject to applicable confidentiality provisions of this Contract, provide to the City of Martensville, in such form, and at such times, as the City of Martensville may reasonably require, records and information relevant to establishing the contractor’s compliance with its obligations under subsection 2.1 of these Indigenous Participation Specifications and the extent and cost of any materials, goods or services which have been performed or supplied by Indigenous Suppliers.

**4. Compliance and Future Procurements**

Without prejudice to any of its rights or remedies under the Contract or at law or equity, if the City of Martensville is of the opinion that the contractor is not complying, or has not complied, with any of its covenants and obligations in respect of Section 2 [Engagement of Indigenous Persons], Section 3 [Records Retention], the City of



**POLICY AND PROCEDURE**

**CITY OF MARTENSVILLE**

**NAME: PURCHASING POLICY**

**NUMBER: 11/92**

Martensville may undertake to assess a negative evaluation to the Indigenous Participation component of any future proposal from the contractor received in respect of any other City of Martensville procurement initiative, all in the City of Martensville’s sole discretion.

**INDIGENOUS PARTICIPATION FORM**

**1. Indigenous Ownership**

The proponent meets the criteria for Indigenous Ownership as defined in the City of Martensville’s Indigenous Participation Specifications: Yes  No

**2. Indigenous Person Hours,**

In this section:

“Indigenous Person Hours” is the number of Person Hours performed by Indigenous Persons; and

“Person Hour” means the amount of directly employed work performed by the average worker in one hour.

The proponent is to complete the table below using its best available estimates:

<b>Item #</b>	<b>Description</b>	<b>Amount of Hours</b>
1	Total Person Hours (Indigenous and non-Indigenous) performing the Services as set out in this proposal:	
2	Total Person Hours by Indigenous Persons performing the Services as set out in this proposal:	
3	% of Indigenous Person Hours: (Amount of hours listed in Item #2 divided by the amount of hours listed in Item #1 x 100)	

**3. Indigenous Engagement**

In this section:

“Indigenous Engagement” includes: Indigenous Awareness training for staff, the amplification of social / economic benefits to Indigenous communities, and the training and development of Indigenous Persons including scholarships, apprenticeships, or skills training.



**POLICY AND PROCEDURE**

**CITY OF MARTENSVILLE**

**NAME: PURCHASING POLICY**

**NUMBER: 11/92**

- a) Does your company have a program to provide staff Indigenous Awareness Training?
  - Yes  No
- b) Does your company provide training and development opportunities for Indigenous Persons?
  - Yes  No
  - If yes, please provide the program details and specifics with your submission.

**Note:** If the proponent is awarded the agreement for the Services, the agreement shall include the Indigenous Participation Specifications which will contain contractual obligations to maintain Indigenous Person Hours and to regularly report on Indigenous Person Hours and Indigenous Engagement Strategies.