

**Kawartha
Collaborative
Purchasing
Group**

CONSTITUTION

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1.1 FORMATION

1.2 The participating purchasing representatives of the member agencies, as listed in Item 4.1, agree to engage in a co-operative purchasing association.

2.1 NAME

2.2 The name of the Group shall be the Kawartha Collaborative Purchasing Group (hereinafter referred to as "KCPG").

3.1 PURPOSE

3.2 KCPG is an unincorporated association, established to facilitate effective and cost efficient procurement of goods and services for publicly funded organizations located within the boundaries of the City and County of Peterborough, the City of Kawartha Lakes and Northumberland County. This mandate will be accomplished by:

3.2.1 Jointly inviting competitive bids for commonly used goods and services;

3.2.2 Promoting closer co-operation, exchange of information and professional development opportunities, interaction among the members; and

3.2.3 Meeting any legislated procurement directives.

4.1 MEMBERSHIP

4.2 Membership of the group will be comprised of Members and Associate Members as follows:

4.2.1 Member is defined as a publicly funded organization located within the of the City and County of Peterborough, City of Kawartha Lakes and Northumberland County that participates fully in the group by hosting bid solicitations, participates in one or more of the available contracts, is represented at meetings, volunteers to host meetings, is eligible to hold office and has voting rights.

4.2.2 Associate Member is defined as a public sector organization that participates in at least one available KCPG contract. Associate members may attend meetings but are not eligible to hold office or vote.

4.2.3 Current Membership consists of

Members

Corporation of the City of Kawartha Lakes <http://www.city.kawarthalakes.on.ca/>;

County of Peterborough <http://www.county.peterborough.on.ca/>;

Fleming College of Applied Arts and Technology <http://www.flemingc.on.ca/>;

Kawartha Pine Ridge District School Board ("KPRDSB") <http://www.kprschools.ca/>;

Northumberland County <http://www.northumberlandcounty.ca/en/>;

Peterborough County-City Health Unit <http://www.pcchu.ca>

Peterborough Utility Services Inc. [http://www.manta.com/ic/mt614pm/ca/peterborough-utility-services-inc](http://www.manta.com/ic/mt614pm/ca/peterborough-utility-services-inc;);

Peterborough Victoria Northumberland and Clarington Catholic District

School Board ("PVNCCDSB") <http://www.pvnccdsb.on.ca/>;

Trent University <http://www.trentu.ca/>;

The Corporation of the City of Peterborough (<http://www.peterborough.ca/home.htm>);

Trillium Lakelands District School Board ("TLDSB") <http://tldsbc.ca/>.

Associate Members

None at this time

- 4.3 Each Member organization shall have one vote.
- 4.4 Members are expected to:
 - 4.4.1 Attend a minimum of two (2) regularly scheduled meetings per year;
 - 4.4.2 Take a turn at hosting a regularly scheduled meeting;
 - 4.4.3 Actively participate in collaborative initiatives by representing the organization and providing prompt response to the specific organization requesting information required for a competitive bid;
 - 4.4.4 Assign a Lead Contact from their organization for any competitive bid; and
 - 4.4.5 Assume the role of Project Co- coordinator for a reasonable number of bid solicitations;
 - 4.4.6 Sign the KCPG Confidentiality and Conflict of Interest Declarations on an annual basis;
 - 4.4.7 Share Recording Secretary duties as requested.
- 4.4.1 Consideration for expansion of Membership shall be extended to any publicly funded organization operating within the same geographical boundaries as the agencies already stated in **Item 4.1**.

Associate Membership is open to any publicly funded organization interested in participating in a collaborative purchase.

Applications for Associate Membership shall be submitted in writing to the Chair Person.
- 4.5 Additions to the Membership shall be agreed upon by majority resolution of the agencies present at a regularly scheduled meeting.
- 4.6 Removal of a Member may be considered if that Member fails to meet their obligations as outlined in 4.3 above. The Member in question will be given notice of the possible removal which must be agreed upon by majority resolution of the agencies present at a regularly scheduled meeting.

5.0 OFFICERS- ELECTION AND DUTIES OF

- 5.1 The officers of the KCPG shall be the Chairperson, Vice-Chairperson and the Treasurer; to be elected annually, for the term January 1st to December 31st.
- 5.2 A Recording Secretary will be arranged by the host of each meeting. The host may approach any member organization to request a Recording Secretary. Member agencies are expected to share this responsibility.
- 5.3 The annual elections shall take place at the last regularly scheduled meeting of each year and the newly elected officers shall take office effective January 1st the following year. Term of office for elected positions shall take place every year with a maximum of two (2) concurrent years served.

5.4 The duties of each office will be:

5.4.1 The Chairperson shall preside at meetings of the KCPG; shall be required to establish or postpone meeting dates; issue notices of meetings; shall act as the procedural officer for the transaction of business; shall be empowered to conduct correspondence on behalf of the KCPG; may appoint such committees, etc. as are considered necessary; and shall assign duties and engage the Vice Chairperson and other members in the KCPG activities.

5.4.2 The Vice Chairperson shall, in the absence of the Chairperson, assume the responsibilities of the Chairperson.

5.4.3 The Treasurer shall be responsible for the collection of all monies owed to the KCPG, preparing cheque requests for payments due by the KCPG. All payments due by the Group shall be authorized by the Treasurer and one of either the Chairperson or Vice Chairperson. Note: Based on the approval of the KCPG membership, a specific organization may be permitted to provide accounting and auditing services, banking services and/or legal services to the KCPG.

5.4.4 The Recording Secretary shall keep the minutes of the meetings, and shall distribute such minutes to all Members promptly after each meeting. Associate members will receive minutes upon request.

6.1 MEETINGS

6.2 Members shall act as host for meetings of the KCPG, either in rotation or as agreed upon by the KCPG.

6.2 Regularly scheduled meetings of the KCPG shall be held four (4) times per year or more often as the members shall decide.

6.3 A quorum for the KCPG will be a minimum of two-thirds of the voting members in attendance. A minimum of 5 voting Members must be in attendance for a vote to take place.

7.1 FINANCIAL

7.2 The fiscal year shall run from January 1st to December 31st.

7.3 KCPG is solely funded by annual membership fees.

7.4 Fees will be expended with consensus agreement of the members.

7.5 The annual membership fee shall be determined at the last regularly scheduled meeting of the fiscal year and must be paid by March 15th of the next calendar year by all participating Member agencies.

7.6 KCPG reserves the right to recover a proportional share of the costs of bid solicitation from Associate Members if appropriate.

7.7 The Treasurer shall be responsible for the collection and administration of such fees, keeping accurate records of receipts and expenditures, and shall present a report to the members at the first meeting of the new fiscal year. These records shall be audited annually.

8.0 CODE OF ETHICS/CONFLICT OF INTEREST/CONFIDENTIALITY

When conducting supply chain related business on behalf of KCPG, all Members will act and be seen to act, with integrity and professionalism. Honesty, care and due diligence will be integral to all business activities. Confidential information will be safeguarded. Members shall not engage in any activity that may create, or appear to create, a conflict of interest, such as accepting gifts or favours, providing preferential treatment, or publicly endorsing suppliers or products.

9.1 TERMS OF REFERENCE

- 9.2 The following terms of reference shall apply to the KCPG's program for collaborative purchasing ventures:
- 9.1.1 Goods and services that lend themselves to cost reduction, process improvement and/or quality improvement because of volume and/or methods will be considered.
 - 9.1.2 KCPG shall be responsible for issuing all competitive solicitations of behalf of participating members. A Project-Coordinator will be appointed for each competitive solicitation. All member agencies are expected to share responsibility for providing suitable project co coordinators as required.
 - 9.1.3 All bid solicitations will adhere to Canadian contract law, Provincial Procurement legislation and Ministry of Finance Procurement Directives.
 - 9.1.4 Bid solicitations shall be posted for a minimum of 15 calendar days on a national electronic bid service (e.g. Biddingo or MERX) and locally if required to satisfy individual Member's needs.
 - 9.1.5 It is recognized that various policies and procedures govern purchasing for Member agencies. The specific policies applying to the KCPG representatives who participate in collaborative solicitations shall govern for such things as tax conditions, public disclosure, delivery, etc...
 - 9.1.6 Bids received shall be opened publicly by the Project Co-ordinator.
 - 9.1.7 Contract awards shall be posted publicly using the same electronic bid service(s) as the original solicitation.
 - 9.1.8 The control of ordering, receiving and paying for collaboratively tendered items will remain the responsibility of the individual organization for its portion of the competitive award.
 - 9.1.9 Competitive solicitations will be issued, as far as possible, in a document form agreed upon by the KCPG. The document shall specify conditions, also to be agreed upon by the KCPG. It is understood that individual specifications, delivery points, and other unique circumstances may vary for participating institutions.
 - 9.1.10 The decision to participate in a bid solicitation is voluntary. No Member will be expected to participate in a competitive exercise which would be contrary to the interests of their organization. Names of participating organizations will be noted in the minutes.
 - 9.1.11 Post competition Members that choose to participate will be expected to accept and abide by the award decision unless they can present acceptable economic justification in writing to the other participants. The remaining participants will decide by majority vote whether to proceed with the adjusted contract or cancel and reissue the bid exercise. The justification for removing an organization from a contract award will be noted in the minutes of the next KCPG meeting.
 - 9.1.12 Post award each participating organization is responsible for finalizing a separate contract with the successful bidder within a reasonable time frame and for the ongoing management of that contract for the term of the agreement.
 - 9.1.13 Members may withdraw from existing contracts subject to cancellation rights outlined in the competitive bid documents.

10.0 AMENDMENT OF CONSTITUTION

- 10.1 The Constitution may be amended by a majority vote of the Member agencies. Proposed changes must be sent in writing to each organization two (2) weeks prior to the meeting.

11.0 CONCLUSION

- 11.1 Membership in the KCPG shall, at all times, be recognized as being entirely voluntary in nature and beneficial in practice for achieving savings and efficiency in the best interest of purchasing for the participating agencies.