



Category: Administration Policy

Policy Title: **Supplier Code of Conduct Policy**
Report Number: **ALT2020-1056**
Adopted by: **Administrative Leadership Team**
Effective Date: **28/09/2020**
Last Amended: **Not Applicable**
Policy Owner(s): **Procurement & Warehousing Service**

1. PURPOSE

1.1 The purpose of this Supplier Code of Conduct Policy (“Supplier Code”) is to set out the principles applicable to any Supplier that wishes to establish and maintain a business relationship with The City of Calgary (“The City”). By promoting these principles and applying measures to encourage compliance, The City is confirming its intention to do business with Suppliers that can demonstrate solid business integrity that aligns with The City’s corporate values and behaviours.

2. POLICY STATEMENT

2.1 The City and its employees serve Calgarians by acquiring construction, consulting, goods and services, and information technology from Suppliers to achieve the objectives approved by Council. This Supplier Code is in place to guide Suppliers in carrying out business with The City, and sets out minimum expectations and performance standards to which a Supplier must adhere.

2.2 The City’s Procurement Policy serves as a complement and companion to this Supplier Code and outlines the obligations that City employees have to each other, customers, Suppliers, the Corporation, and the citizens of Calgary.

2.3 This Supplier Code must not be read in lieu of but in addition to the Supplier’s obligations as set out in any contractual agreements between The City and the Supplier. In the event of a conflict between this Supplier Code and an applicable agreement, the agreement shall govern.

3. DEFINITIONS

3.1 *In this Administration policy:*

- a. **“Affiliate”** has the meaning as set out in the *Business Corporations Act Alberta*, RSA 2000, B-9;

- b. **“Confidential Information”** is any information which is not public property, is not in the public domain, and/or would cause harm to individuals or to The City if improperly disclosed. Confidential Information includes information communicated in confidence, either by being expressly identified as confidential, or because the character of the information is obviously confidential. Confidential Information includes information classified as Restricted and Confidential as set out in The City’s Information Security Classification Standard, but does not include information classified as Unrestricted by that Standard;
- c. **“Contract”** means a binding legal relationship between The City and the Supplier obligating the Supplier to furnish supplies or services (including construction) and The City agreeing to pay for them;
- d. **“Debarment”** means a determination by The City of ineligibility, or disqualification of a Supplier’s eligibility, to compete for a contract through The City’s procurement processes or to enter into or persist with a contract of any duration with The City;
- e. **“Dispute”** means any potential, pending or active action, claim, controversy, suit, disagreement or proceeding between or among The City and Supplier and their respective Affiliates arising out of, in connection with, or in relation to an agreement or any related document with The City.;
- f. **“Procurement”** means the process by which The City purchases construction, consulting, goods and services, and information technology; and
- g. **“Supplier”** means a sole proprietorship, partnership, corporation, or other legal entity that offers construction, consulting, goods and services or information technology for sale. For the purposes of this policy, Supplier includes Supplier’s subcontractors.

4. APPLICABILITY

4.1 This Supplier Code applies to all Suppliers who:

- a. are seeking to establish a business relationship with The City;
- b. are pursuing or involved in an active procurement process with The City; or
- c. have entered into a Contract or maintain a business relationship with The City.

5. LEGISLATIVE AUTHORITY

5.1 Suppliers to The City shall abide by all applicable federal, provincial, and local laws; and regulations in conducting their business.

5.2 Suppliers are expected to comply with applicable anti-corruption laws, whether domestic or foreign (including, but not limited to, Canada's *Corruption of Foreign Public Officials Act SC 1998, c. 34*) and not engage in any form of corruption, collusion, bid-rigging, or any other anti-competitive activity in the Procurement process. Suppliers will not offer facilitation payments to a public official, an employee of a public official, or an employee of The City of Calgary.

5.3 Suppliers are advised that, The City, as a public body, is subject to the *Freedom of Information and Protection of Privacy Act RSA F-25*.

6. ROLES AND RESPONSIBILITIES

6.1 All persons covered by this policy are accountable and responsible to adhere to this Supplier Code.

6.2 Neither The City nor the Supplier shall contract out of, nor undertake commercial negotiations in conflict with, this Supplier Code.

6.3 Suppliers will comply with all applicable City Council Policies and Administration Policies, including but not limited to the following:

6.3.1 Code of Conduct Administration polices:

- a. IM-IT-002 (B) Acceptable Use of City Technology Resources (AUP);
- b. HR-LR-005 (A) Code of Conduct;
- c. HR-LR-004 (B) Conflict of Interest;
- d. HS-ESM-001(B) Occupational Health and Safety;
- e. MP-001(B) Social Media, Media Relations and Public Statements;
- f. HR-LR-001 Respectful Workplace Policy;
- g. HR-TR-005 (B) Substance Use;
- h. GN-040 Workplace Violence Prevention;
- i. UEP001 The City of Calgary's Environmental Policy; and
- j. Freedom of Information and Protection of Privacy Act RSA F-25.

6.3.2 FCS2007-02 Sustainable Environmental and Ethical Procurement Policy (SEEPP): covering minimum performance standards for Suppliers' working conditions, human rights, and occupational health and safety.

6.4 Suppliers will comply with IM-IT-003 Information Management and Security Policy and all Confidential Information obligations and measures as set out in any contractual agreement between The City and the Supplier. This includes not directly or indirectly disclosing, destroying, exploiting, or using any Confidential Information without first obtaining consent from The City; providing Confidential Information to The City on demand; returning all Confidential Information to The City before the end of any Contract

or term, with no copy or portion kept by the Supplier; and keeping all Confidential Information secure and in the strictest confidence.

- 6.5 Suppliers will respond to The City's procurement opportunities in an honest, fair, and comprehensive manner accurately reflecting their capability and capacity to satisfy the requirements stipulated in the opportunity or Contract documents, and submit bids and enter into Contracts only if they have the capability to and will fulfill all obligations of the Contract.
- 6.6 Suppliers must be aware that City employees, both current and former, are bound by obligations set out in The City's HR-LR-005 (A) Code of Conduct and HR-LR-004 (B) Conflict of Interest policies.
- 6.7 Suppliers will disclose to The City any situation that could result in actual, apparent, or perceived conflict of interest, including the disclosure of any employee of The City that has an interest in the Supplier's business or any other economic or family ties with the Supplier.
- 6.8 Suppliers must not try to gain improper advantage or preferential treatment from any employees of The City.
- 6.9 Suppliers will ensure that any communication between them and any employees of The City outside the scope of an active procurement process does not compromise The City's ability to ensure a fair procurement process, which could potentially exclude a Supplier from participating in a current, future, or related competition.
- 6.10 Suppliers will not engage, either directly or indirectly, in any form of political or other lobbying whatsoever to influence a procurement process or outcome.
- 6.11 Suppliers will direct all communications regarding an active procurement to their respective contact at The City, as identified within the procurement document.
- 6.12 Suppliers shall direct any unsolicited proposals not requested by The City through a procurement process via the designated intake.

7. CONSEQUENCES OF NON-COMPLIANCE

- 7.1 The City is committed to the highest standards of business and commercial conduct, and takes violation of this Supplier Code seriously. The City will investigate alleged improper Supplier activities, keeping confidential all information reported, and disclosed during the course of investigation to the extent reasonably practicable. Any person with reason to

believe that the spirit or principles of this Supplier Code are not being respected by a Supplier or any employee of The City is asked to report either to:

7.1.1 The Director of Supply Management

PO Box 2100, Station M, Mail Code #8140
Calgary, Alberta, Canada
T2P 2M5

7.1.2 The Whistle-blower Program, which is a program independently managed by the City Auditor's Office and supported by the City Manager to receive concerns reported by employees, Suppliers, or members of the public regarding activities at The City that may be considered dishonest, unethical, wasteful, improper, or a matter of public concern or illegal.

All information reported is considered confidential and may be disclosed only on an as needed basis determined necessary to assess, investigate, and conclude on allegations raised. The Whistle-blower Program can accept reports from individuals wishing to remain anonymous.

More information regarding the program and how to submit a report can be found at www.Calgary.ca/whistle.

7.2 The reporting of a violation of this Supplier Code may lead to an evaluation, an investigation, or both if warranted. Depending on the results of the investigation, sanctions may be applied, ranging from a formal warning to immediate termination of the Supplier's business relationship including contractual affiliation with The City and possible disqualification or Debarment from participating in future business and Procurement opportunities with The City including removal from The City's prequalified Vendor list, as applicable. Furthermore, The City reserves the right to report any suspected illegal activity to the appropriate law enforcement authorities.

7.3 The City's Supplier Code of Conduct Committee, including, but not limited to, the Director of Supply Management, City Treasurer, City Solicitor, and from time to time other subject matter experts at The City, may, in its absolute discretion:

7.3.1 reject a Supplier bid submission for construction, consulting, goods and services, or information technology if the Supplier, or any officer or director of the Supplier, is engaged, either directly or indirectly through a corporation, an Affiliate, or personally, in a Dispute against The City in relation to:

7.3.1.1 any other Contract or service;

7.3.1.2 any other matter arising from The City exercising its powers, duties, or functions.

7.4 A Supplier's continued non-performance or breach of a Contract represents a risk to The City. Where attempts to resolve poor performance by a Supplier of a Contract with The City have been unsuccessful, or when a Contract with the Supplier has been terminated, the Supplier may be removed from The City's prequalification list, a Supplier bid submission may be rejected, or the Supplier may be determined to be ineligible to bid on work for The City, or one or more of these scenarios.

8. History

Policy Action	Date	Report Number	Description
New Policy	22/09/2020	ALT2020-1056	New policy approved by ALT
Minor revision	28/09/2020		Revision to definition and added clarification to 7.4