

MICS GROUP OF HEALTH SERVICES... Administration/ Policy/Directive	TOPIC: Quotation & Tender Process	NUMBER: FIN-560
	CATEGORY: Finance	DATE: November 11, 2009
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	AUTHORITY: Chief Executive Officer	
	APPROVED SIGNATURE: 	LAST DATE REVIEWED:

QUOTATION & TENDER PROCESS

PURPOSE

The purpose of this policy is:

- Ensure that publicly funded goods and services, including construction, consulting services and information technology, are acquired by BPS organizations through a process that is open, fair and transparent;
- Outline responsibilities of MICs throughout each stage of the procurement
- Ensure that procurement processes are managed consistently throughout MICs

SCOPE

The policy applies to documents relating to the purchase of goods, services and construction that are prepared or processed for or delivered to the MICs.

INCLUSIONS

The policy applies to the purchase of:

- Goods, services and construction in excess of \$5,000 per order excluding taxes and shipping costs;
- Goods, services and construction of any price that are deemed to be part of this process by the organization; or
- Goods, services and construction requiring “request for quotation”, “request for proposal”, or “tender”

EXCLUSIONS

In accordance with the Canadian Free Trade Agreement (CFTA), this policy does not apply to:

- public employment contracts;
- non-legally binding agreements;
- any form of assistance, such as grants, loans, equity infusions, guarantees, and fiscal incentives;
- a contract awarded under a cooperation agreement between a Party and an international cooperation organization if the procurement is financed, in whole or in part, by the organization, only to the extent that the agreement includes rules for awarding contracts that differ from the obligations of this Chapter;
- acquisition or rental of land, existing buildings, or other immovable property, or the rights thereon;
- measures necessary to protect intellectual property, provided that the measures are not

applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between Parties where the same conditions prevail or are a disguised restriction on trade;

(g) procurement or acquisition of:

- (i) fiscal agency or depository services;
- (ii) liquidation and management services for regulated financial institutions; or
- (iii) services related to the sale, redemption, and distribution of public debt, including loans and government bonds, notes, and other securities;

(h) procurement of:

- (i) financial services respecting the management of government financial assets and liabilities (i.e. treasury operations), including ancillary advisory and information services, whether or not delivered by a financial institution;
 - (ii) health services or social services;
 - (iii) services that may, under applicable law, only be provided by licensed lawyers or notaries; or
 - (iv) services of expert witnesses or factual witnesses used in court or legal proceedings;
- or

(i) procurement of goods or services:

- (i) financed primarily from donations that require the procurement to be conducted in a manner inconsistent with this Chapter;
- (ii) by a procuring entity on behalf of an entity not covered by this Chapter;
- (iii) between enterprises that are controlled by or affiliated with the same enterprise, or between one government body or enterprise and another government body or enterprise;
- (iv) by non-governmental bodies that exercise governmental authority delegated to them;
- (v) from philanthropic institutions, non-profit organizations, prison labour, or natural persons with disabilities;
- (vi) under a commercial agreement between a procuring entity which operates sporting or convention facilities and an entity not covered by this Chapter that contains provisions inconsistent with this Chapter;
- (vii) conducted for the specific purpose of providing international assistance, including development aid, provided that the procuring entity does not discriminate on the basis of origin or location within Canada of goods, services, or suppliers; or
- (viii) conducted:

(A) under the particular procedure or condition of an international agreement relating to the stationing of troops or relating to the joint implementation by the signatory countries of a project; or

(B) under the particular procedure or condition of an international organization, or funded by international grants, loans, or other assistance, if the procedure or condition would be inconsistent with this Chapter

Note: MICs participates in a number of group purchasing organizations (GPOs) with other health care institutions and external entities for the purchase of products and services, and other group purchasing arrangements, which comply with the Supply Chain Guideline.

CODE OF ETHICS

All individuals involved with purchasing or other supply chain-related activities shall abide by the following Code of Ethics:

Code of Ethics

Goal: To ensure an ethical, professional and accountable supply chain

- Personal Integrity and Professionalism

All individuals involved with purchasing or other supply chain-related activities must act, and be seen to act, with integrity and professionalism. Honesty, care and due diligence must be integral to all supply chain activities within and between MICs, respondents and other stakeholders. Respect must be demonstrated for each other and for the environment. Confidential information must be safeguarded. All participants must 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.

- Accountability and Transparency

Supply chain activities must be open and accountable. In particular, contracting and purchasing activities must be fair, transparent and conducted with a view to obtaining the best value for public money. All participants must ensure that public sector resources are used in a responsible, efficient and effective manner.

- Compliance and Continuous Improvement

In addition to complying with this Code of Ethics, all individuals involved in purchasing or other supply chain-related activities must comply with this Policy and the laws of Canada and Ontario. All individuals should continuously work to improve supply chain policies and procedures, to improve their supply chain knowledge and skill levels, and to share leading practices.

This Code of Ethics shall be distributed to all individuals involved in purchasing or other supply chain-related activities. It shall also be posted in a place that is visible to all individuals involved in purchasing or other supply chain activities, such as in procurement or materials management departments. It shall also be electronically available through MICs' intranet site.

POLICY

1. **Competitive Bid Requirements**

It is the responsibility of management involved in purchases to ensure purchases requiring competitive bids are compliant with the following:

- Prices must be obtained from three sources where available. Where three sources are not available, this information will be documented and retained in purchasing.
- Price quotations must be obtained using the method appropriate with the complexity and estimated cost of the goods or services being quoted. These methods are:

- a) Price Quotation

For purchases of \$5,001 - \$15,000 per order, price quotations must be solicited by the requisitioner by phone, fax, or email. Price quotations must be documented along with award justification and must be filed in the purchasing office. Where

prearrangement for purchasing exists, (e.g. HealthPro) the documentation at initiation of the contract must be retained in the purchasing department.

b) Request for Quotation (RFQ)

The assigned management personnel (normally MICs Purchaser Manager, Support Services Program Leader, Building Services Program Lead) may provide formal RFQ documents to all respondents bidding on purchases with an estimated value of \$15,001 - \$121,199. A list of respondents invited to participate in a particular bid will be maintained in the purchasing department. Items that may be covered under this policy include such things as maintenance contracts, minor renovations, and special projects. Items that are recurring/standard purchases (e.g. drugs, medical surgical supplies) do not require an RFQ process.

c) Public Tender

For purchases with a value in excess of \$121,200 (for goods, services or construction projects), bids must be solicited using a "public call for tender". Public calls shall be made through an electronic tendering system that is equally accessible to all Canadian respondents (e.g. MERX, Biddingo). Construction purchases between \$121,200 and \$250,000 may be solicited through an electronic tendering system and/or one or more of: (a) advertising in the Daily Commercial News or equivalent publication accessible to all Canadian respondents, or (b) the use of source lists, such as Vendor-of-Record or preferred respondent lists. The lead manager is responsible for advertising opportunities and distributing the appropriate tender documents. Respondents' responses are handled in the same manner as an RFQ; however, the award notice must mirror the advertising of the public tender call. The awards committee will review all responses and file its evaluation and final decision.

d) Request for Proposal (RFP)

For purchases with a value in excess of \$121,200 (for goods, services or construction projects) an RFP process must be followed where appropriate (see below). RFPs must be made through an electronic tendering system that is equally accessible to all Canadian respondents (e.g. MERX, Biddingo). Construction purchases between \$121,200 and \$250,000 may be solicited through an electronic tendering system and/or one or more of: (a) advertising in the Daily Commercial News or equivalent publication accessible to all Canadian respondents, or (b) the use of source lists, such as Vendor-of-Record or preferred respondent lists. Due to the nature of some projects, it is impossible for the requisitioning departments to provide respondents with a specific list of goods and services to price, as required in a public tender. In such instances, respondents are asked to provide a detailed recommendation on how the project should proceed and a breakdown of the goods and services required. Proposals are accepted and reviewed according to the evaluation policy outlined in (a), (c).

2. Segregation of Duties and Signing Authority

To ensure that no one person has control over the procurement process, MICs has segregated the approvals for the key stages of the process. Refer to FIN-600 for segregation of duties.

Approval for procurements will be based on the total estimated value of the procurement, including any agreed-upon renewals. The Board has approved the authority levels as per FIN-400.

3. Documents

To ensure a level playing field, all RFQ, RFP and public tender documents will include a detailed description of:

- a. The needed goods and services in generic and/or functional terms specific to the business needs that the good or service will service. When the use of generic and/or functional terms is appropriate, the specifications must deal with performance requirements and exclude all features that could unfairly confer an advantage to a certain respondent
- b. Full disclosure of assessment criteria and process to be used in assessing submissions. This will include the methods of weighting and evaluation criteria
- c. Conditions that must be met before obtaining procurement documents such as confidentiality agreements and non-disclosure agreements, if appropriate
- d. Address (including room/office number) date and time limit for submitting bids
- e. Process, deadline date and time and time limit for submission of questions and responses on procurement documents
- f. Name, address and phone number of facility contact
- g. The time and place of the opening of the responses in the event of a public opening
- h. The proposal rules and competitive clauses to be followed which may include response format, language, inclusion of an Executive Summary, number of copies required, attendance at the respondent's conference and any additional rules to be followed in order to be considered a compliant bid
- i. A request for a list of subcontractors to be used to complete the procurement
- j. The period of irrevocability of bids where bids cannot be withdrawn
- k. For goods, services or construction valued at \$121,200 or more, a statement that the procurement may also be subject to various trade agreements, including but not limited to the Canadian Free Trade Agreement (CFTA), Canada-European Union Comprehensive Economic and Trade Agreement (CETA) and the Ontario – Quebec Trade and Cooperation Agreement (Ontario – Quebec Agreement), and the Supply Chain Guideline
- l. Tax compliance declaration that the respondent's Ontario taxes are or will be in good standing prior to signing an agreement. The tax compliance declaration form and related guidelines are available at www.doingbusiness.mbs.gov.on.ca/mbs/psb.nsf/English/hotovor.html
- m. Notice that any confidential information supplied to MICs may be disclosed by MICs where it is obliged to do so by order of a court or tribunal or as otherwise required by law and
- n. Those legal terms and conditions set out in Appendix A

In the case of a public tender, a copy of the contract to be signed in the event of an award of the procurement must be attached.

4. Advertising of Public Calls

All advertisements for public calls must be approved by the CEO.

5. Bid Deadlines

Upon receipt, all bids are stamped by date and time. The closing date must be a normal working day (Monday to Friday, excluding provincial and national holidays). Responses received after the deadline are documented and either refused or returned, unopened, to the respondent.

6. Opening of Bids

RFQ, RFP and public tenders are opened by an authorized staff member in the presence of another representative of the award committee. Public opening of bids is not required (except as may be required under the Ministry's Capital Planning Manual for construction projects).

7. Evaluation and Award

The award of an RFQ, RFP or public tender must offer the organization the best mix of quality, specification compliance, terms, conditions and experience. MICs is not obligated to accept the lowest bid. Evaluation of price/cost must be undertaken only after completion of the evaluation of the mandatory requirements and any other rated criteria for the bids. All qualifying bids will be evaluated and the one that provides the best overall value that has met all of the mandatory requirements will be accepted. The rationale for bid acceptance will be documented and retained with the purchasing department for a period of seven (7) years. The organization must refrain from any discrimination or preferred treatment in awarding a contract to the preferred respondent from the competitive process.

7.1 Award Committee

RFP, RFQ and public tenders will be reviewed by an awards committee. The committee is responsible for reviewing the tender document prior to issuance and determining the method by which it will be awarded, including the evaluation criteria, any requirements that are considered mandatory and any technical specifications. The committee determines the key evaluation criteria for the bid – price, quality, specification compliance, conditions, experience, reputation, etc. These evaluation criteria must be transparent to the respondents. For complex bids, a criteria weighting system may be used; if so, the system must be determined prior to the advertising of the bid and the system must be transparent to the respondents. Using this method, each individual member of the committee reviews and evaluates the bids in accordance with the weighting criteria. The committee then awards the bid to the highest-ranked respondent that has complied with all mandatory requirements. Scoring summaries will be maintained in purchasing records for a period of seven (7) years. All scoring and anything that is said or documented by the award committee must be fair, factual, fully defensible and able to withstand public scrutiny.

7.2 Confidentiality

Award committee members must be aware of the restrictions related to

confidential information shared through the competitive process. The name(s) and address(es) of all respondents may be provided to other respondents, but no other information regarding other respondents or their submissions may be provided, unless pursuant to a court order or statutory duty. Refer to "Appendix D" (the Non-Disclosure/Conflict of Interest templates).

7.3 Conflict of Interest

A conflict of interest shall include situations or circumstances that could give a respondent an unfair advantage during a procurement process or compromise the ability of a respondent to perform its obligations under the agreement. In the case of employees, advisors and award committee members, this includes a personal interest that may inhibit their ability to be impartial.

Employees, Advisors and Award Committee Members

Any person involved in the RFP, RFQ, public tender or evaluation process with a conflict of interest must immediately declare a conflict of interest to his or her department supervisor or designate in writing and must withdraw from the process. All potential conflicts of interest must also be declared. Employees, advisors, and award committee members shall avoid situations that may present conflicts of interest while dealing with persons or organizations doing business or seeking to do business with MICs. Award committee members will execute a declaration of conflict of interest and a Non-Disclosure Agreement in the form attached as Appendix D.

Respondents

MICs reserves the right to solely determine whether any situation or circumstance constitutes a conflict of interest and to disqualify prospective respondents and/or respondents from a procurement process due to a conflict of interest.

MICs requires respondents participating in a procurement process to declare any actual or potential conflict of interest and to avoid any conflict of interest during the performance of their contractual obligations for MICs. MICs also requires respondents to disclose any actual or potential conflict of interest arising during the performance of an agreement.

MICs reserves the right to prescribe the manner in which a respondent should resolve a conflict of interest, and in its sole discretion, to terminate any agreement (whether Contract "A" or Contract "B") where a respondent fails to disclose any actual or potential conflict of interest, fails to resolve its conflict of interest as directed by MICs or where a conflict of interest cannot be resolved.

7.4 No Discrimination

MICs shall refrain from any discrimination or preferred treatment in awarding a contract to the preferred respondent from a competitive process, unless justifiable under the circumstances permitted by the Supply Chain Guidelines of the Ministry of Finance (April 2009, as may be amended from time to time).

8. Executing the Contract

Following the procurement process, the responsibilities of both MICs and the successful respondent must be formally defined in a signed written contract before the provision of

goods and services commences. In cases of immediate need, a letter of intent or interim purchase order may be used while final negotiations take place, but this practice is discouraged. Contract acceptance identifies the conditions that need to be met in order for all parties involved to be satisfied that the contract has been successfully completed. The contract must be finalized using the form of agreement/contract (if any) that was released with the procurement document. All contracts must include appropriate cancellation or termination clauses and the organization should seek appropriate legal advice on the development of these clauses. The term of the agreement and any options to extend the agreement must be set out in the procurement document. Changes to the term of the agreement may change the procurement value. Prior written approval from the appropriate level of approval authority is necessary before changing the contract start and end dates. Extensions to the term beyond what is set out in the procurement document are considered non-competitive procurements and appropriate authority must be obtained prior to proceeding. Competitive procurements and appropriate authority must be obtained prior to proceeding. At the conclusion of the construction project, MICs will complete and provide the General Contractor with a Performance Evaluation Scorecard. This Scorecard will be placed on file and referenced for future tender submissions evaluation and contractor prequalification purposes. Refer to Appendix F.

9. Award Notification

Once the preferred respondent has been selected and the contract has been awarded and signed, MICs must notify all respondents that a contract has been signed and the competitive process is complete. For goods, services and construction projects valued at -\$121,200 or more, MICs must post, in the same manner the procurement documents were posted, the name(s) of the successful respondent(s). Contract award notification must occur only after the Agreement between the successful respondent and MICs has been signed. The Contract award notification must include the Agreement start and end dates including any options for extension and the total Agreement value. The unsuccessful respondents shall be notified in writing, communicating that the decision has been made and thanking them for their participation in the competitive process.

10. Respondent Debriefing

MICs may choose, in its discretion, to debrief an unsuccessful respondent upon request. For purchases valued at \$121,200 or greater, MICs shall inform all respondents who participated in the procurement process of their entitlement to a debriefing, and indicate that requests must be made within sixty (60) days of contract award notification. No debrief will take place without a signed release from the respondent in the form of Appendix B. Information on other respondents must not be disclosed during the debriefing session other than as specified. No specific information pertaining to scoring or ranking will be released to the respondent. Respondent's legal counsel will not be permitted to attend the debriefing.

11. Respondent Protests

If a respondent believes a bidding process has been compromised, he/she is invited to contact MICs for possible investigation according to the parameters outlined below:

- Respondents must submit a written protest within five (5) days of learning of the information applicable to the protest.

- If the contract has not yet been awarded, a review of the protest will occur prior to the contract award (unless the effect to the organization is more costly). For contracts already awarded, the successful respondent will be contacted and may be asked to hold the purchase until the review is complete. When necessary, legal counsel will be consulted.
- Once a review is complete and appropriate management and legal counsel (if necessary) has been consulted, the lead manager will issue a determination to involved parties.

Respondent protest procedures will be communicated to the respondents in the procurement documents to ensure that disputes are handled in a reasonable and timely fashion.

12. Record Retention

All procurement documents, responses and evaluation materials and any other pertinent information for reporting and auditing purposes must be retained for a period of at least seven (7) years and shall be in recoverable form.

13. Communicate/Educate/Train/Monitor

This Policy shall be communicated to all employees involved in the procurement process and shall be posted on the Corporation's website. The Chief Executive Officer shall ensure that employees are trained on the contents of this Policy, that there is a clear mechanism for employees to ask questions and receive answers about purchasing questions or concerns, and monitor organizational compliance with this Policy.

14. Exemptions to Competitive Procurement Process

In certain limited circumstances, MICs will not have the ability to go through a competitive procurement process and sole or single sourcing will be permitted. The person responsible for the requisition phase of the procurement process (identified in section 2 above) shall refer to Appendix C and shall consult with the Chief Executive Officer or Chief Financial Officer and legal counsel as appropriate to determine if the criteria for sole or single sourcing are met. The "Non-Competitive Procurement" sections of the Procurement Approval Authority Form attached as Appendix E must be completed to support and justify a decision to follow a non-competitive process. The documentation must be completed and approved by the appropriate approval authority and may be used as supporting documentation in the case of a competitive dispute. Refer to "Appendix E" (the non-competitive by-pass document).

15. Violations

Any material violations of this Policy will be brought by the Chief Executive Officer to the attention of the Board, and may result in sanctions up to and including disqualification of any bid or tender by the respondent in question.

APPENDIX A: LEGAL TERMS AND CONDITIONS

The following terms and conditions govern this RFP [RFQ/tender], each respondent's proposal and the evaluation of each proposal by the Hospital:

- This RFP is issued in accordance with Annex 502.4 of the Agreement on Internal Trade and the Supply Chain Guideline of the Ministry of Finance.
- The Hospital reserves the right to alter any dates in this RFP, or to cancel this RFP at any time without liability, cost or penalty to the Hospital.
- The Hospital reserves the right to amend or supplement this RFP by issuing an addendum to all respondents at any time prior to the closing time.
- All the provisions of the RFP are deemed to be accepted by the respondent and incorporated in its proposal except those conditions and provisions expressly excluded by the proposal. Such exclusion may render a proposal non-compliant and therefore cause the proposal not to be considered.
- The Hospital reserves the right to disqualify any proposal that is incomplete or is otherwise not submitted in accordance with the terms, conditions and provisions in this RFP. The Hospital reserves the right to accept a proposal that is substantially compliant with the terms and conditions of this RFP. The determination as to whether, and to what extent, a proposal fails to meet, meets, or exceeds the requirements of this RFP shall be determined by the Hospital acting in its sole discretion and shall be final and binding and not subject to appeal.
- The Hospital reserves the right to accept or reject any or all proposals, including rejecting the lowest priced proposal or the highest scored proposal, and accepting another proposal without giving any reason whatsoever to any of the respondents for the rejection or acceptance. The objective of the evaluation process is for the Hospital to identify the proposal that is in its best interests. The Hospital will select the proposal that it considers, in its sole and absolute discretion, to be in the best interests of the Hospital.
- The Hospital reserves the right to accept all components of the proposal or a portion thereof, unless the RFP clearly states that it is based on all of the components being accepted.
- Any award of this RFP is conditional upon the respondent entering into a written agreement with the Hospital to perform the services and other obligations required by this RFP within 15 calendar days of notice of the award, on terms satisfactory to the Hospital. In the event the successful respondent fails or refuses to enter into the agreement within the prescribed time, the Hospital reserves the right, in its sole and absolute discretion, to extend the period for execution; to award the agreement to another respondent; not to accept any proposal; to cancel the RFP; or to call for a new proposal. In any event, the Hospital reserves the right to hold the defaulting respondent liable for all losses, damages or costs suffered or incurred by the Hospital as a direct or indirect result of the failure or refusal to enter into the agreement within the prescribed time.
- Without prejudice to any of the Hospital's rights under this RFP, the Hospital may request clarification where any respondent's intent is unclear and the clarification is of a minor nature and may request amendment where there is a minor irregularity or minor omission in the information that is submitted. The characterization of a clarification or amendment as "minor" is within the discretion of the Hospital and is final and binding and not subject to appeal.

APPENDIX B: FORM OF RESPONDENT'S RELEASE RELATING TO DEBRIEFING

COMPETITIVE PURCHASING PROCESS

DEBRIEFING RELEASE FORM

MICS GROUP OF HEALTH SERVICES

Release

Background

- a) The undersigned organization submitted a proposal in response to **[insert name of competitive purchasing document]** (closing date **[insert date]**) (the "**Competitive Purchasing Process**").
- b) The undersigned acknowledges that the MICS Group of Health Services (the "**Alliance**") has the right and authority under the Competitive Purchasing Process to select the successful respondents.
- c) The undersigned was not a successful respondent.
- d) In order to assist the undersigned in understanding the weaknesses in its proposal and to improve in the competitive tendering process, the Alliance may agree to meet with the undersigned for a debriefing session, conditional on the signing of this Release.
- e) Any information provided at the debriefing will be at the discretion of the Alliance.

FOR VALUE RECEIVED, and in consideration for participating in a debriefing session with the Alliance:

- 1. **Release.** The undersigned does hereby release and forever discharge MICS Group of Health Services (being an alliance of Lady Minto Hospital at Cochrane, Anson General Hospital and Bingham Memorial Hospital), its directors, officers, employees and agents (the "**Releasees**") of and from all actions, causes of action, proceedings, debts, claims, damages (known or unknown), sums of money, and liabilities whatsoever both in law and in equity which the undersigned ever had, now has or hereafter can, shall or may have against the Releasees relating to the Competitive Purchasing Process, including, without limitation, the failure of the undersigned to qualify under the Competitive Purchasing Process.
- 2. **Covenant.** The undersigned agrees not to join, assist, aid or act in concert in any manner whatsoever with any other person, firm or corporation in the making of any claim or demand or in the bringing of any proceeding or action in any manner whatsoever against the Releasees, and not to make any claim or demand nor bring any proceeding or action in any manner whatsoever against any person, firm or corporation who might claim contribution or indemnity from the Releasees, arising out of or in relation to the Competitive Purchasing Process or the matters covered in this Release.

3. **Binding.** The provisions of this Release shall ensure to the benefit of the Releasees and their heirs, executors, successors, assigns and legal representatives and shall be binding upon the undersigned and its heirs, executors, successors, assigns and legal representatives.
4. **Governing Law.** This Release is governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF the undersigned has duly executed this Release this ____ day of _____, 20____.

SIGNED, SEALED AND DELIVERED
in the presence of:

Name (Please Print) of Authorized Signing Officer and Legal Name of Organization

Authorized Signature

APPENDIX C: NON-COMPETITIVE PROCUREMENT

Single Sourcing

Allowable exceptions from competitive procurements include:

- a. Where an unforeseen situation of urgency exists and the goods, services or construction cannot be obtained by means of open procurement procedures. Where a non-competitive procurement is required due to an urgent situation, MICs may conduct the procurement prior to obtaining the appropriate approvals provided that the urgency has been justified in writing
- b. Where goods or consulting services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through an open competitive process could reasonably be expected to compromise confidentiality, cause economic disruption or otherwise be contrary to the public interest
- c. Where a contract is awarded under a cooperation agreement that is financed, in whole or in part, by an international organization only to the extent that the agreement includes different rules for awarding contracts
- d. Where construction materials are to be purchased and it can be demonstrated that transportation costs or technical considerations impose geographic limits on the available supply base, specifically in the case of sand, stone, gravel, asphalt compound and pre-mixed concrete for use in the construction or repair of roads
- e. Where an open competitive process could interfere with MICs' ability to maintain security or order or to protect human, animal or plant life or health
- f. Where there is an absence of any bids in response to an open competitive process that has been conducted in compliance with this document and
- g. Where only one respondent is able to meet the requirements of procurement in the circumstances (sole sourcing)

Sole Sourcing

Where only one respondent is able to meet the requirements of a procurement, MICs may sole source in the following circumstances:

- a. To ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licences, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative
- b. Where there is an absence of competition for technical reasons and the goods or services can only be supplied by a particular respondent and no alternative or substitute exists
- c. For the procurement of goods or services, the supply of which is controlled by a respondent that is a statutory monopoly
- d. For the purchase of goods on a commodity market

- e. For work to be performed on or about a leased building or portions thereof that may be performed only by the leaser
- f. For work to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work
- g. For a contract to be awarded to the winner of a design contest
- h. For the procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases
- i. For the purchase of goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases
- j. For the procurement of original works of art
- k. For the procurement of subscriptions to newspapers, magazines or other periodicals and
- l. For the procurement of real property

Appendix D

1 Evaluation Team Non Disclosure Agreement Template

TO BE COMPLETED BY EACH PROCUREMENT EVALUATION TEAM MEMBER

RE: [RFP Number and Title]

In accordance with the BPS Procurement Policies and Procedures, BPS Organizations must consider any conflicts of interest during procurement activities.

I am a participant of the procurement initiative for the Request for Proposal ("RFP") [RFP Number and Title] as a [Role and Title].

I acknowledge that I will acquire certain knowledge or receive certain written or oral information (collectively, the Information) which is non-public, confidential or proprietary to the proponents responding to the RFP. If unauthorized parties receive the Information, the interests of either the proponent or [Name of Org] may be severely damaged.

I agree that, unless required by law or in the course of the procurement process, I will keep all the Information confidential. I will not, without the written consent of the [Name of Org] reveal or disclose it to anyone. Nor will I use it directly or indirectly for any purpose other than to gather requirements, develop RFP content, evaluate the proposals or advise [Name of Org] regarding the selection of the proponent for the procurement initiative.

I further agree not to copy or circulate the Information except as a result of the written direction of [Name of Org]. I agree to keep all the procurement documents and templates and written information relating to the RFP in a secure place and to return this documentation to [Name of Org] at their written request. I also agree not to initiate or respond to any external inquiry relating to the RFP.

In addition, unless otherwise required by law, or having obtained the written consent of the [Name of Org], I will not disclose to any person (other than persons authorized by [Name of Org]) any information about the project and the proposals submitted in response to the RFP. This includes the terms, conditions or other facts relating to the project, the evaluation, the matters discussed by the Evaluation Team and the proposals. This also includes, but is not limited to, the fact that discussions are taking place with respect to these things and their status, or the fact that the Information has been made available to me.

I understand and agree that any delay or failure by [Name of Org] in exercising its rights, powers or privilege does not free me from these obligations. Nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege there under.

I have completed a Conflict of Interest Disclosure (attached).

Signature

Print Name

Date

Please return to [Procurement Lead] Thank you.

2 Sample Evaluation Team Conflict of Interest Template

TO BE COMPLETED BY EACH SUPPLY CHAIN EMPLOYEE

I have read the Supply Chain Code of Ethics (attached) and understand the expectations for ethical conduct. Consistent with the Supply Chain Code of Ethics, I am capable of identifying a situation that constitutes a Conflict of Interest, such as but not limited to:

- I. Engaging in outside employment
- II. Not disclosing an existing relationship that may be perceived as being a real or apparent influence on my objectivity in carrying out an official role
- III. Providing assistance or advice to a particular vendor participating in a competitive bid;
- IV. Having an ownership, investment interest, or compensation arrangement with any entity participating in the bid process with the organization
- V. Having access to confidential information related to the procurement initiative and
- VI. Accepting favours or gratuities from those doing business with the organization.

I agree to abide by Supply Chain Code of Ethics and the Procurement Policies and Procedures in all of my procurement activities. I declare that there are no actual or potential conflicts of interest arising out of my participating in procurement activities, except for the following:

- 1. _____

- 2. _____

Signature

Print Name

Date

Appendix E

Procurement Approval Authority Form

Introduction

This document outlines the consideration for any procurement initiative and should be used to document the initiative, the necessary approvals and circumstances for competitive or non competitive procurement. Please complete the form and retain a copy with all relevant documentation to support each procurement decision.

Procurement Summary

1. Type of Request:
 - ☐ Competitive
 - ☐ Non Competitive
2. Procurement Description:
 - a. Are there additional planned procurements related to this request?
 - b. Is the procurement required for ongoing operations, a program initiative, or a one-time requirement?
3. Procurement Strategy:
 - a. Has due diligence research been conducted to support the procurement request? If yes, please describe.
 - b. Is the procurement available through a Group Purchasing Initiative (GPI)?
 - c. Provide a summary of laws, policies, and guidelines that may impact the procurement request.
 - d. Is the procurement available through an enterprise-wide Vendor of Record arrangement within Ministry of Government Services?
(www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/English/howtovor.html)
 - e. If available, provide the list of potential vendors that may bid on this procurement.
 - f. Provide the proposed contract start and end dates inclusive of extensions and durations of each.
 - g. Are there any dependencies that may impact the timelines?
 - h. Are there any conditions in any existing agreements that may impact the feasibility of the procurement?

Stakeholder Engagement

1. List all stakeholders and provide a description of the impact that the procurement may have on their organizations.

2. Briefly describe the stakeholder engagement strategy and the intended structure of the stakeholder relationships throughout the procurement.

Competitive Procurement

Complete this section for competitive procurements only. Please ensure that the competitive procurement is in accordance with requirements outlined by the Procurement Policies and Procedures in section 5.3.7 (Competitive vs. Non-Competitive Procurement Process Determination) and section 5.3.8 (Competitive Procurement).

1. Identify all procurement documents to be issued for this procurement (e.g., RFI, RFQ, RFT, RFP).
2. a. Identify the intended procurement communication methods (e.g., MERX, Newspaper Publications).

Or

b. Identify the category of the Vendor of Record (VOR)/Preferred Suppliers List to be used. (All registered suppliers in that category must be invited to respond)
3. Provide the projected timeline for the competition process.
4. Contract Type:

☐ Single Contract

☐ Multiple Contracts (e.g., regional, unique requirements)

Please describe rationale for multiple contracts:
5. If applicable, provide the name of the incumbent and the number of years the incumbent has provided the good or service.
6. Describe how you will mitigate any potential incumbent supplier advantages (e.g., Vendor Info Sessions, Fairness Commissioner).
7. Describe any known or potential conflicts of interest.
8. Describe the estimated resource requirements to support this procurement.

Non Competitive Procurement

Complete this section for non competitive procurements only. Please ensure that the non-competitive procurement is an allowable exception under requirements outlined by the Procurement Policies and Procedures in section 5.3.9.1 (Exemptions from the Competitive Process).

1. Identify the type of non-competitive procurement.
 - ☐ Below competitive threshold requirements
 - ☐ Sole Source (only one available supplier capable of delivering the goods or service)
 - ☐ Single Source (more than one supplier capable of delivering the goods or services)
2. Specify the allowable exception applicable to this non-competitive procurement.
3. Provide supporting rationale as to why an open competitive procurement method cannot be used to acquire the goods or services.
4. Will the supplier be chosen from a Vendors of Record (VOR)/Preferred Suppliers List
 - ☐ Yes
 - ☐ No
 - a. If No, state why a VOR/Preferred Suppliers List cannot be used.
5. If applicable, provide the name of the incumbent and the number of years the incumbent has provided the good or service.
6. Was the incumbent supplier awarded supply of the goods or services through a non-competitive procurement method?
 - ☐ Yes
 - ☐ No
 - a. If Yes, state why a non-competitive procurement was utilized.
7. Describe any known or potential conflicts of interest.
8. Describe the estimated resource requirements to support this procurement.

Procurement Initiative Information		
Submitted by:		Date Submitted:
Telephone:		
Contract Name:		Total Estimated Contract Value: (Inclusive of contract extensions)
Relevant Stakeholder(s)		
<input type="checkbox"/> Org:	Name: Title:	Date:
<input type="checkbox"/> Org:	Name: Title:	Date:
<input type="checkbox"/> Org:	Name: Title:	Date:
<input type="checkbox"/> Org:	Name: Title:	Date:
Risks and Issues: Provide a summary of any risks and issues relevant to the procurement initiative.		
Relevant Documents: Please include all relevant documentation and provide a summary of the attached documentation.		

Approvals: BPS organizations must seek the necessary approval authority for all procurements prior to conducting the procurement. Approvals for procurements must be in accordance with the organization's delegated purchasing authority levels and should be based on the total estimated value of the procurement, including any agreed upon renewals. Refer to section 5.3.6.2 (Approval Authorities) of the PPP for additional information.

Role	Title*	Name	Signature	Date
Requisitioner				
Budget Approver				
Commitment Approver				

*The Title / Approver must meet the organization's delegated purchasing authority levels and should be selected based on the total estimated value of the procurement, including any agreed upon renewals. Organizations may use their discretion in defining purchasing authority thresholds in accordance with the size and applicable roles of their organization.

Additional Comments

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Appendix F

Contractor Evaluation Scorecard

CONTRACTOR:

Head Office Location:

Project Title, Location and Description:

Project Manager:	Project Site Supervisor:
Project Date:	Final Project Value: \$ (excl
Mechanical Sub:	Electrical Sub:
Architectural Firm:	Engineering Firm:

This table represents an appraisal of Contractor Performance. Contractor is rated on the following criteria:

#	CRITERIA	POOR (1)	FAIR (2)	AVER (3)	GOOD (4)	EXCEL (5)	SCORE	WEIGHT	TOTAL
1	Project administration: Communication, Organization, Coordination and Efficiency							0.7	
2	Relationship with the Owner and Consultant(s)							0.7	
3	Relationship and control of sub- trades and suppliers							0.7	
4	Quality of work/workmanship and availability of workforce							1.0	
5	Adherence to contract documents and no unreasonable requests for extra							1.0	
6	Adherence to the project schedule							1.0	
7	Change orders priced fairly							1.0	
8	Deficiency and warranty correction: corrected promptly and completely							0.8	
9	Safety procedures and worksite cleanliness							0.5	
							TOTAL POINTS		/ 37 /100

Overall Rating: ☐ Unsatisfactory ☐ Satisfactory ☐ Good

Additional Comments:

Compiled by:	Position:	Date:
Contractor Informed:	Position:	Date: