



MUNICIPAL PROPERTY ASSESSMENT CORPORATION

Procurement Policy

September 2018

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1. PURPOSE AND OVERVIEW

1.1. About MPAC

- (1) The Municipal Property Assessment Corporation (“MPAC”) is a non-share capital, not-for-profit corporation, continued under the *Municipal Property Assessment Corporation Act*, 1997, whose main responsibility is to provide its customers – property owners, tenants, municipalities, and government and business stakeholders – with consistent and accurate property assessments.

1.2. Purpose

- (1) The purpose of this procurement policy (the “Policy”) is:
 - (a) to ensure that Goods and Services including construction, Consulting Services and information technology are acquired by MPAC through a process that is fair, open, transparent, non-discriminatory, geographically neutral and accessible to qualified suppliers, subject only to the permitted exceptions set out in this Policy;
 - (b) to ensure that MPAC complies with its obligations under applicable trade agreements;
 - (c) to provide direction to individuals and MPAC business units to ensure consistency in the management of procurement processes and purchasing decisions by MPAC.

1.3. Procurement Governance

- (1) MPAC procurement is governed by the following:
 - (a) this Policy;
 - (b) the Ontario Government Management Board of Cabinet’s *Ontario Public Service Procurement Directive* (December 2014), as amended from time to time (the “OPS Procurement Directive”), pursuant to which MPAC is an “Other Included Entity”;
 - (c) the *Accessibility for Ontarians with Disability Act*, 2005; and
 - (d) all applicable internal MPAC policies.
- (2) This Policy was approved by the Board of Directors on September 19, 2018. It is the responsibility of the Board of Directors to approve any subsequent amendments to this Policy.

2. SCOPE AND APPLICATION

2.1. Scope

- (1) This Policy applies to the procurement of all Goods and Services by MPAC, except as otherwise set out in this Policy.
- (2) This Policy does not apply to the procurement of:
 - (a) health Services or social Services;

- (b) Services that may, under applicable law, only be provided by licensed lawyers or notaries;
 - (c) Services of expert witnesses or factual witnesses used in court or other legal or quasi-judicial proceedings; or
 - (d) engineers, land surveyors, architects, and accountants in their regulated capacities, with a Procurement Value of less than \$500,000.¹
- (3) This Policy does not apply to the sale or disposition of Goods or Services by MPAC.

3. PRINCIPLES

- (1) MPAC will conduct procurement activities on a value-for-money basis to reduce total acquisition costs and maximize volume pricing opportunities. MPAC will establish centralized and standardized purchasing for common Goods and Services across the organization and, where permitted, participate in the Ministry of Government Services Vendor of Record Program and Co-op Purchasing Ventures.
- (2) Procurement of Goods and Services will, except as otherwise permitted by this Policy, be open to qualified suppliers to secure the best value opportunity for MPAC.
- (3) Green procurement, in the form of environmental performance considerations, will be integrated into procurement decisions and processes, where appropriate.

4. CONFLICT OF INTEREST

- (1) It is the responsibility of individuals involved in a procurement process to disclose any actual, perceived or potential conflict of interest in relation to such procurement process to the Manager, Strategic Sourcing and Contract Management.
- (2) Conflicts of interest will be managed by MPAC in accordance with applicable law, the provisions of this Policy and other relevant MPAC policies.

5. PROCUREMENT PROCESS OVERVIEW AND PLANNING

5.1. Overview

- (1) There are five phases to the procurement process as follows:
 - (a) Planning (Section 5.2);
 - (b) Selection of procurement method (Section 6);
 - (c) Approvals (Section 7);
 - (d) Execution of procurement and evaluation (Section 8); and
 - (e) Execution of contract and contract management (Section 9).

¹ While this Policy does not apply to the purchase of the procurement-exempt services in Section 2.1(2), the spending authorities in the DOA Policy still apply.

5.2. Procurement Planning

- (1) Prior to any procurement activities, the business unit shall, in consultation with procurement, undertake planning to identify the Goods and/or Services required to meet the business unit's needs, to determine the appropriate procurement method and to determine the appropriate approvals required.
- (2) During the planning phase, the business unit must estimate the Procurement Value to determine the appropriate procurement approval authority and procurement method. To determine the Procurement Value, MPAC must consider all costs and benefits associated with the proposed acquisition. Costs and benefits may include, but are not limited to:
 - (a) price/cost of the Goods and/or Services;
 - (b) one-time costs such as site preparation, delivery, installation and documentation;
 - (c) ongoing operating costs including training, accommodation, support and maintenance;
 - (d) sales taxes and applicable duties;
 - (e) disposition costs;
 - (f) premiums, fees, commissions and interest;
 - (g) options to renew;
 - (h) direct payments by MPAC to the successful supplier(s);
 - (i) indirect payments by third parties to the successful supplier(s); and
 - (j) any conferred value by MPAC to the successful supplier(s).
- (3) For approval purposes only, Procurement Value does not include sales taxes.
- (4) Where a project involves multiple related procurements, the project's Procurement Value would be determined by the cumulative value of all related procurements.
- (5) When determining Procurement Value, it is not acceptable to take any action in order to avoid any procurement methodology, approval level requirements or any other obligations of MPAC under this Policy. Such actions could include subdividing projects, procurements or contracts, splitting costs between budgets or departments or awarding multiple consecutive contracts to the same supplier. The award of multiple consecutive contracts to the same supplier may only be made where each assignment is unique, or where approval of a Follow-On Agreement has been received in accordance with this Policy.

6. PROCUREMENT METHODS

6.1. Acceptable Procurement Methods

- (1) The following are acceptable procurement methods, having regard to the nature of the Goods and/or Services, the value of the Goods and/or Services, the timelines and other business requirements.
 - (a) Preferred Supplier and Vendor of Record Arrangements;

- (b) Competitive Procurement:
 - (i) Invitational Competitive Process; and
 - (ii) Open Competitive Process;
- (c) Non-Competitive Procurement; and
- (d) Such other methods as determined by the Manager, Strategic Sourcing and Contract Management.

6.1.1. Preferred Supplier and Vendor of Record Arrangements

- (1) MPAC may acquire Goods and/or Services from a Preferred Supplier in accordance with this Policy, including obtaining the applicable approval. Generally speaking, MPAC intends to use Preferred Supplier arrangements for repetitive purchases of the same Goods and/or Services.
- (2) MPAC may establish a Preferred Supplier list for the acquisition of specific Goods and/or Services (the “**Preferred Supplier List**”) through an Open Competitive Process. MPAC will ensure that a request for prequalification is published at least annually for prospective suppliers to be added to the Preferred Supplier List in accordance with the terms and conditions of the Open Competitive Process that establishes the Preferred Supplier List.
- (3) The acquisition of Goods and/or Services from Preferred Suppliers requires the use of a second stage selection process to ensure that MPAC obtains the best value for money. The second stage process applicable to each Preferred Supplier List will be described in the terms and conditions of the Open Competitive Process that establishes the Preferred Supplier List. Thresholds with respect to the use of second stage processes are set out in Section 6.1.1(6). The second stage process will also set out the terms and conditions upon which MPAC will enter into contracts with Preferred Suppliers.
- (4) MPAC may establish a Ceiling Price with respect to second stage requests from a particular Preferred Supplier List. The Ceiling Price will limit the value of individual purchases of Goods and/or Services from Preferred Suppliers and applies on a project-by-project (and not aggregate) basis.
- (5) All Preferred Supplier Lists will be administered and managed by the Manager, Strategic Sourcing and Contract Management.

- (6) The second stage procurement document must be sent to the following number of Preferred Suppliers, subject to availability:

Procurement Value for each Second Stage Process	Minimum Number of Preferred Suppliers
Less than \$50,000	MPAC may invite only one (1) Preferred Supplier
\$50,000 up to but not including \$250,000	MPAC must invite at least three (3) Preferred Suppliers
\$250,000 up to but not including \$500,000	MPAC must invite at least five (5) Preferred Suppliers
\$500,000 up to Ceiling Price (if applicable)	MPAC must invite all Preferred Suppliers on the Preferred Supplier List
Above Ceiling Price (if applicable)	MPAC must use an Open Competitive Process or seek an exemption in accordance with this Policy

- (7) Where there are fewer qualified suppliers on a particular Preferred Supplier List than those required in Section 6.1.1(6), then MPAC must invite all Preferred Suppliers on the Preferred Supplier List.

6.1.1.1. Vendor of Record Arrangements

- (1) On a case-by-case basis, MPAC may choose to participate in an existing Vendor of Record Arrangement established by the Ministry of Government Services (MGS) in accordance with Section 4.3.3 of the OPS Procurement Directive, where it is determined to be beneficial to MPAC. This decision will be made jointly by the Manager, Strategic Sourcing and Contract Management and the applicable DOA Delegate.
- (2) MPAC may participate in multi-organizational Vendor of Record Arrangements where a need for a common category of Goods or Services has been identified by two or more organizations and provided such Vendor of Record Arrangements comply with this Policy.

6.1.2. Competitive Procurement

- (1) MPAC shall use the appropriate procurement methodology depending on the type and value of the Procurement, as set out in Section 7, subject to the exceptions set out in Section 6.1.4.
- (2) For the purposes of this Policy, where the requirement is to conduct an “invitational competitive process”, this requirement is fulfilled by requesting a minimum of three qualified suppliers to submit a written proposal in response to MPAC’s requirements (an “**Invitational Competitive Process**”).
- (3) For the purposes of this Policy, where the requirement is to conduct an “open competitive process”, this requirement is achieved by issuing procurement documents using a system that is open to any qualified supplier (an “**Open Competitive Process**”).

6.1.3. Non-Competitive Procurement

- (1) Other than a Single Sourcing for small value purchases set out in Section 6.1.5, if MPAC does not wish to, or is unable to use, the appropriate procurement methodology depending on the Procurement Value and type, as set out in Section 7, then MPAC shall:
 - (a) identify an allowable exception set out in Section 6.1.4; and
 - (b) seek the appropriate approvals set out in Section 7.

6.1.4. Allowable Exceptions

6.1.4.1. Allowable Exceptions for all Categories of Procurement

- (1) The following are allowable exceptions for the Non-Competitive Procurement of Goods, Non-Consulting Services and Consulting Services, subject to the appropriate approvals set out in Section 7:
 - (a) Where an unforeseen situation of urgency exists and the Goods, Non-Consulting Services, Consulting Services or construction cannot be obtained by means of a Competitive Procurement Process. It is not considered an unforeseen situation of urgency if MPAC failed to allow sufficient time to conduct a Competitive Procurement Process;
 - (b) Where Goods, Non-Consulting Services or Consulting Services regarding matters of confidential or privileged nature are to be purchased, and the disclosure of those matters through a Competitive Procurement Process could reasonably be expected to compromise confidentiality, cause economic disruption or otherwise be contrary to the public interest;
 - (c) Where a Competitive Procurement Process could interfere with MPAC's ability to maintain security or order;
 - (d) Where there is an absence of any bids in response to a Competitive Procurement Process that has been conducted in compliance with this Policy;
 - (e) Where the procurement is in support of aboriginal peoples;
 - (f) Where the procurement is with a public body; and
 - (g) Where only one supplier is able to meet the requirements of a procurement in the following circumstances:
 - (i) To ensure compatibility with existing products. Compatibility with existing products may not be allowable if the reason for compatibility is the result of one or more previous Non-Competitive Procurements;
 - (ii) To recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representatives; and
 - (iii) For the procurement of Goods and Services the supply of which is controlled by a supplier that has a statutory monopoly.

6.1.4.2. Additional Allowable Exceptions for Goods and Non-Consulting Services

- (1) The following are allowable exceptions for the Non-Competitive Procurement of Goods, and Non-Consulting Services only, subject to the appropriate approvals set out in Section 7:
 - (a) Where an award is made under a co-operation 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;
 - (b) Where construction materials are to be purchased and it can be demonstrated that technical considerations impose limits on the supply base;
 - (c) Where only one supplier is able to meet the requirements of a procurement in the following circumstances:
 - (i) for the purchase of Goods on a commodity market;
 - (ii) for work to be performed on or about a leased building, or portions thereof, that may be performed only by the lessor;
 - (iii) for work to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect to the property or original work;
 - (iv) for a contract to be awarded to the winner of a design contest, provided that (A) the contest has been designed in a manner that is consistent with this Policy; and (B) the participants are judged by an independent jury with a view to a design contract being awarded to the winner;
 - (v) for the procurement of a prototype or a first Goods or Non-Consulting Services to be developed in the course of research, experiment, study or original development, but not for any subsequent purchases;
 - (vi) for the purchase of Goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases;
 - (vii) for the procurement of original works of art; and
 - (viii) for the procurement of subscriptions to newspapers, magazines or other periodicals;
 - (d) For additional deliveries by the original supplier of Goods or Non-Consulting Services that were not included in the initial procurement, if a change of supplier for such additional Goods or Non-Consulting Services:
 - (i) cannot be made for economic or technical reasons, such as requirements of interchangeability or interoperability with existing equipment, software, services, or installations procured under the initial procurement; and
 - (ii) would cause MPAC significant inconvenience or lead to substantial duplication of costs.

- (e) Where MPAC is procuring a prototype or a first Good or Non-Consulting Service (e.g., a pilot project) developed in the course of, and for, a particular contract for research, experiment, study, or original development, and the maximum Procurement Value does not exceed \$100,000; and
 - (f) Where MPAC acquires or leases real property to meet its operational and functional needs.²
- (2) The applicable DOA Delegate must use the appropriate procurement methodology, depending on the Procurement Value and type.

6.1.5. Single Source (Small Value)

- (1) The acquisition of Goods and Non-Consulting Services with a value not exceeding \$50,000 may be procured directly from a supplier provided that at least one documented quote is obtained from a qualified supplier and subject to obtaining the appropriate approvals set out in Section 7.

6.1.6. Consulting Services

- (1) For the purposes of this Policy, “Consulting Services” means the provision of expertise and strategic advice that is presented for consideration and decision-making. For clarity, Consulting Services includes:
- (a) management consulting (e.g., helping management improve their performance, primarily through the analysis of existing problems and development of plans for improvement. This includes organizational change management assistance and strategy development);
 - (b) information technology consulting (e.g., advisory services that help clients assess different technology strategies, including aligning their technology strategy with their business or process strategy);
 - (c) technical consulting (e.g., activities related to actuarial science, appraisal, community planning, health sciences, interior design, realty, social sciences);
 - (d) research and development consulting (e.g., investigative study for the purpose of increasing the available store of knowledge and/or information on a particular subject);
 - (e) policy consulting (e.g., advisory services to provide policy options, analysis and evaluation); and
 - (f) communication consulting (e.g., the provision of strategy and advice in conveying information through various channels and media).
- (2) Consulting Services do not include services in which the physical component of an activity would predominate. For example, services for the operation and maintenance of a facility or plant; water-testing services; exploratory drilling services; surveying; temporary help

² While purchasing or leasing real property is an allowable exception to a competitive procurement process, approval of the Board of Directors is still required for any purchase or lease of real property with a Procurement Value in excess of the DOA Level 1 spend authority.

services; training/education instructors; employee/placement, auditing services and aerial photography.

- (3) Consulting Services do not include: (a) any licensed professional services provided by medical doctors, dentists, nurses, pharmacists, lawyers and notaries in their regulated capacities; or (b) any licensed professional services with a Procurement Value under \$500,000 provided by engineers, land surveyors, architects, and accountants in their regulated capacities.

7. PROCUREMENT THRESHOLDS AND PROCUREMENT APPROVALS

7.1. Procurement Thresholds and Procurement Approvals

- (1) The table in Section 7.1.1 sets out the threshold amounts and approval authority for specified procurement methodologies for Competitive Procurement Processes.
- (2) The tables in Sections 7.1.2 and 7.1.3 set out the threshold amounts and approval authority for specified procurement methodologies for Non-Competitive Procurement Processes.

7.1.1. Procurement Approvals for Competitive Procurement of Goods, Consulting Services and Non-Consulting Services

- (1) The following minimum level approval is required for all Competitive Procurement of Goods, Consulting Services and Non-Consulting Services:

Competitive Processes for Procurement of Goods, Consulting Services and Non-Consulting Services		
Procurement Value	Procurement Methodology	Approval Authority
\$0 up to but not including \$100,000	Invitational Competitive Process	DOA Level 3
\$100,000 up to but not including \$400,000	Open Competitive Process	DOA Level 2
\$400,000 up to but not including \$1,000,000 (See Note 1 below for exception)	Open Competitive Process	DOA Level 1
\$1,000,000 and over (See Note 1 below for exception)	Open Competitive Process	Board of Directors

NOTE 1: All Open Competitive Processes with a value greater than \$500,000 that includes an agreement term of twelve months or less must also be approved by the Board of Directors.

7.1.2. Procurement Approvals for Non-Competitive Procurement of Goods and Non-Consulting Services

Non-Competitive Procurement of Goods and Non-Consulting Services		
Procurement Value	Procurement Methodology	Approval Authority
\$0 up to but not including \$50,000	Non-Competitive Procurement	DOA Level 3
\$50,000 up to but not including \$100,000	Non-Competitive Procurement	DOA Level 2
\$100,000 up to but not including \$500,000	Non-Competitive Procurement	DOA Level 1
\$500,000 and over	Non-Competitive Procurement	Board of Directors

7.1.3. Procurement Approvals for Non-Competitive Procurement of Consulting Services

Non-Competitive Procurement of Consulting Services		
Procurement Value	Procurement Methodology	Approval Authority
\$0 up to but not including \$100,000	Non-Competitive Procurement	DOA Level 1
\$100,000 up to but not including \$1,000,000	Non-Competitive Procurement	Board of Directors and Minister of Finance
\$1,000,000 or more	Non-Competitive Procurement	Board of Directors, Ministry of Finance, and Treasury Board/Management Board of Cabinet

8. EXECUTION OF PROCUREMENT AND EVALUATION

8.1. Response Time

- (1) MPAC shall provide a reasonable period of time for suppliers to prepare and submit proposals and, in determining what constitutes a reasonable period of time, MPAC shall take into consideration: (a) the nature and complexity of the procurement; (b) the extent of subcontracting anticipated; and (c) the time necessary for transmitting tender documentation if done by non-electronic means.

8.1.2. Electronic Tendering

- (1) MPAC shall use Electronic Tendering for all Open Competitive Processes.

8.2. Evaluation Process

- (1) MPAC will evaluate all submissions consistently and in accordance with the evaluation criteria, rating and methodology stated in the procurement documentation.
- (2) MPAC requires that all evaluators must comply with MPAC's Code of Conduct and must disclose any actual, potential or perceived conflicts of interest so that they may be managed by MPAC.

8.2.2. Contract Award Notification

- (1) For procurements valued at \$100,000 or more, MPAC must post, in the same manner as the procurement documents were posted, contract award notification within 72 days of the contract award. The notification must be posted after the agreement between the successful supplier and MPAC is executed. Contract award notification must list: (a) a description of the goods or services procured; (b) the name and address of the successful supplier; (c) the value of the successful tender; (d) agreement start and end dates, and any extension options; and (e) if a Non-Competitive Procurement is used and the Procurement Value is \$500,000 or more, the conditions and circumstances that justified the procurement.
- (2) The requirement to post contract award information does not apply to the second-stage selection process when using a Preferred Supplier arrangement.

8.2.3. Supplier Debriefings

- (1) For all procurements with a Procurement Value of \$100,000 or more, all unsuccessful suppliers who participated in the procurement will be offered an opportunity for a debriefing. Suppliers have a right to a debriefing only after the legal agreement between the successful supplier(s) and MPAC is signed.

8.3. Security Screening

- (1) Security clearance may be required for suppliers selected to provide Goods and Services (refer to the Security and Emergency Management Policy).

9. EXECUTION OF CONTRACT AND CONTRACT MANAGEMENT

9.1. Agreement Requirements

- (1) The term of any agreement with the same supplier will not exceed five years unless, (a) such supplier has been successful in a subsequent Procurement properly conducted in accordance with this Policy; or (b) MPAC receives approval of the Board of Directors prior to the extension of the term.
- (2) Where an immediate need exists and a contract signed by both parties is not available yet, an interim purchase order may be used.
- (3) The term of the agreement and any options to extend the agreement must be set out in the agreement. As changes to the term of the agreement may change the Procurement Value, changes to the agreement start and end dates must be treated as Follow-On Agreements.
- (4) When executing the agreement, the supplier's signature must be obtained before obtaining the designated MPAC signature(s).

9.2. Follow-on Agreements

- (1) Where agreements for Goods or Services have been executed with a supplier under this Policy, such agreements may only be expanded or extended, or a new agreement may only be entered into with the same supplier, whether by way of contract extension, renewal or separate purchase for the same Goods and Services, (“**Follow-On Agreements**”) if:
 - (a) appropriate approval has been obtained based on the total Procurement Value of the scope of the original agreement plus any Follow-On Agreements;
 - (b) the terms of the original agreement were fulfilled and supplier performance was satisfactory;
 - (c) the appropriate procurement method was used for the procurement of the original agreement and the Follow-On Agreement; and
 - (d) the procurement documents for the original scope of Goods and/or Services disclosed the total potential scope of Goods and/or Services to be delivered, including the scope proposed for the Follow-On Agreement.

9.3. Supplier Performance

- (1) MPAC reserves the right to discontinue business with suppliers who are not responsive to requests to address concerns around workplace practices and instances of Policy non-compliance.
- (2) Suppliers must agree to comply with the terms of the MPAC Supplier Code of Conduct.
- (3) MPAC, at its discretion, may terminate a contract or prohibit a supplier from holding contracts with MPAC for breaching the MPAC Supplier Code of Conduct, or for providing false information or failing to provide information required under this Policy.

9.4. Procurement Value Increases

- (1) It is acknowledged that Procurement Value Increases may be required over the term of an agreement. When the DOA Delegate determines that an increase to a Procurement Value is required, the DOA Delegate must seek prior approval from the approval authorities specified in Section 7.1 of this Policy. In order to determine the appropriate level of approval authority, the DOA Delegate must determine whether the increase causes the total Procurement Value to exceed the original procurement approval. If so, approval must be sought from the new appropriate approval authority. All Procurement Value Increases must be administered and approved by the appropriate DOA Delegate.
- (2) For approval purposes, the DOA Delegate should anticipate future needs and include potential Follow-on Agreements as part of the estimated Procurement Value. The applicable DOA Delegate must refer to Section 9.2 for requirements specific to Follow-on Agreements.
- (3) When seeking approval, the applicable DOA Delegate must identify:
 - (a) the framework used to confirm that the increased supplier costs are justified; and
 - (b) how MPAC continues to obtain “value for money”.

- (4) The increase in an agreement's Procurement Value must be reflected in a written amendment to the original agreement.

9.5. Market Research and Information Gathering

- (1) MPAC may decide to engage in a supplier consultation process, such as issuing a Request for Information (RFI), prior to initiating a Competitive Procurement Process. The consultation process must be conducted solely for the purpose of gathering information or to market test a proposed procurement scope, approach and process.
- (2) MPAC must not make supplier participation in the research and consultation process a mandatory condition for future bidding and must not solicit or accept formal submissions from suppliers during the consultation process.

10. Definitions

- (1) In this Policy, except where a contrary meaning is clearly intended, the following expressions have the following meanings:
 - (a) **"Ceiling Price"** means the maximum amount of any individual purchases of Goods and/or Services from Preferred Suppliers set by MPAC in the applicable Open Competitive Process to establish a Preferred Supplier List.
 - (b) **"Competitive Procurement"** means a procurement process carried out through an Invitational Competitive Process or an Open Competitive Process.
 - (c) **"Consulting Services"** has the meaning given in Section 6.1.6.
 - (d) **"DOA Delegate"** means a person authorized to bind MPAC to a procurement process (including the resulting spend authority) pursuant to the DOA Policy.
 - (e) **"DOA Level"** means the lowest level DOA Delegate authorized to bind MPAC pursuant to the DOA Policy.
 - (f) **"DOA Policy"** means MPAC's approved Delegation of Authority Policy.
 - (g) **"Electronic Tendering"** means a computer-based system that provides vendors with access to information in an Open Competitive Process, such as bids&tenders.
 - (h) **"Follow-On Agreements"** has the meaning given in Section 9.2.
 - (i) **"Goods"** means tangible products including software.
 - (j) **"Invitational Competitive Process"** has the meaning given in Section 6.1.2(2).
 - (k) **"MPAC"** has the meaning given in Section 1.1(1).
 - (l) **"Non-Competitive Procurement"** means a procurement process that is not a Competitive Procurement.
 - (m) **"Non-Consulting Services"** means Services other than Consulting Services provided to MPAC.
 - (n) **"Open Competitive Process"** has the meaning given in Section 6.1.2(3).

- (o) **“OPS Procurement Directive”** has the meaning given in Section 1.3(1)(b).
- (p) **“Policy”** has the meaning given in Section 1.2(1).
- (q) **“Preferred Supplier”** means a supplier selected through an Open Competitive Process by MPAC to supply specified Goods and/or Services to MPAC for a prescribed period of time.
- (r) **“Preferred Supplier List”** has the meaning given in Section 6.1.1.
- (s) **“Procurement Value”** means all costs and conferred value associated with a contractual relationship with a third party as defined in Section 5.2(2).
- (t) **“Procurement Value Increase”** means that the costs and conferred value associated with a procurement initiative have increased following the procurement approval.
- (u) **“Services”** means Consulting Services and Non-Consulting Services.
- (v) **“Single Sourcing”** means the use of a Non-Competitive Procurement process to acquire Goods and/or Services from a specific supplier even though there may be more than one supplier capable of delivering the same Goods or Services.
- (w) **“Sole Sourcing”** means the use of a Non-Competitive Procurement process to acquire Goods and/or Services where there is only one available supplier for the source of the Goods or Services.
- (x) **“Treasury Board/Management Board of Cabinet”** means a joint sub-committee of cabinet ministers and parliamentary assistants who manage the fiscal plan of the Ontario government including controlling all government spending, approving labour agreements and workforce planning and overseeing the procedures and directives that guide the operation of the Ontario Public Service.
- (y) **“Vendor of Record Arrangement”** means a procurement arrangement that authorizes one or more qualified suppliers to provide Goods or Services for a defined time period on terms and conditions, including pricing, as set out in a particular Vendor of Record Arrangement agreement.

11. Document Control

The electronic version of this document is recognized as the only valid version.

Document Location: Legal, Policy and Compliance

Review Frequency: This document will be reviewed every three (3) years or as required.

Document Prime* Manager, Strategic Sourcing and Contract Management

**Enquiries relating to this document should be referred to the responsible Document Prime.*

Approval History

Approver(s)
Board of Directors

Revision History

Version No.	Version Date	Summary of Change	Change Initiated By
Original	November 6, 2009 AC-09-15	N/A	N/A
01	September 15, 2011 AC-11-22	Title updates, process clarifications, amendments to reflect April 2011 MBC Procurement Directive and inclusion of Provincial Vendor Of Record process	Manager, Procurement; Chief Financial Officer; Legal Counsel
02	November 30, 2012 AC-12-27	Title changes due to Corporate Planning and Services realignment, Section 6 clarification, Section 7.1 change in process	Vice President and Chief Strategy Officer

Procurement Policy

03	November 13, 2013 AC-13-18 BDR-13-05	Title updates, process clarifications, new definitions, new sections, amendments to reflect October 2012 MBC Procurement Directive.	Manager, Strategic Sourcing and Contract Management; and Vice President and Chief Strategy Officer
04	June 12, 2015	Policy re-write and update with consultants Blake, Cassels & Graydon LLP to incorporate Government Directive. Also Title updates.	Manager, Strategic Sourcing and Contract Management; and Vice President and Chief Strategy Officer
05	May 18, 2016 AC-16-10 June 16-17, 2016 AC-BDR-16-07	Update Section 6.1.4.2 inserting subsection (e).	Manager, Strategic Sourcing and Contract Management; and Vice President and Chief Strategy Officer
06	August 19, 2018 AC-18-21 September 19, 2018 AC-BDR-18-21	Revise key terms of the Policy following three year review.	Manager, Strategic Sourcing and Contract Management; and Associate General Counsel