

POLICY NO. 216	TITLE Procurement Policy	DATE CREATED October 2012
DEPARTMENT Finance	AUTHORIZED BY <i>Lesley Nagoda</i> <small>Lesley Nagoda (Jul 28, 2023 07:20 EDT)</small>	DATE REVISED July 2023
REVISION 2	MANAGING DEPARTMENT LEAD Chief Financial Officer	DATE REVIEWED July 2023

216.1 PURPOSE/SCOPE

The Purpose of this policy (the “Policy”) is:

- To ensure that publicly funded goods and services, including construction, consulting services, and information technology are acquired by Services and Housing In the Province (SHIP) through a process that is open, fair and transparent;
- To outline responsibilities of SHIP throughout each stage of the procurement process; and
- To ensure that procurement processes are managed consistently.

216.2 POLICY

The purpose of this policy is to provide clear guidance regarding the procurement of goods and services by authorized staff in order to ensure ethical, efficient and accountable sourcing, contracting and purchasing activities within SHIP. Clear and specific policies and procedures support Supply Chain Code of Ethics compliance; enables the efficient and effective execution of supply chain tasks; mitigates risk and helps SHIP meet its organizational, financial and accountability obligations.

- Products and services will be acquired competitively from suppliers who meet the specific requirements and provide the maximum benefit and are able to provide the most competitive pricing for products and services.
- All acquisitions shall be compliant with provincial and federal laws, trade agreements and related SHIP policies and procedures.
- Business conducted with suppliers will be carried out in an honest and professional manner, in good faith, and will be free from any obligation or conflict of interest.
- SHIP will ensure consideration is given to the costs and benefits of environmentally friendly alternatives. Preference will be given to items of similar cost that are manufactured with a high recycled content and/or to items which can be manufactured, used and disposed of in an environmentally friendly way.
- Decline personal gifts from suppliers, other than those of nominal value, and not exceeding \$25.00.

216.3 PRINCIPLES

The policy is based on five key principles:

- **Accountability**
SHIP must be accountable for the results of their procurement decisions and the appropriateness of the processes.
- **Transparency**
SHIP must be transparent to all stakeholders. Wherever possible, stakeholders must have equal access to information on procurement opportunities, processes and results.
- **Value for Money**
SHIP must maximize the value they receive from the use of public funds. A value-for-money approach aims to deliver goods and services at the optimum total lifecycle cost.
- **Quality Service Delivery**
Front-line services provided by SHIP must receive the right product, at the right time, in the right place.
- **Process Standardization**
Standardized processes remove inefficiencies and create a level playing field.

216.4 SUPPLY CHAIN CODE OF ETHICS

The Ontario Broader Public Sector Supply Chain Code of Ethics does not supersede SHIP's code of ethics but supplements it with supply chain-specific standards of practice.

SHIP has formally adopted the Code in accordance with its governance processes. The policy intent establishes that the conduct of all SHIP staff involved with supply chain activities must be in accordance with the Code.

This Code will be made available and visible to all members of SHIP, its suppliers and other stakeholders involved with supply chain activities. Please refer to Appendix A.

216.5 MANDATORY REQUIREMENTS

The Ontario Boarder Public Sector (BPS) Procurement Directive sets out twenty-five policy and procedural requirements that make up the mandatory requirements for a Procurement policy. SHIP's procurement policy covers all 25 requirements of the BPS Procurement Directive.

216.6 APPLICATION

This policy applies to all Board members, executives and employees of SHIP.

This policy applies to all goods, services and construction acquired by SHIP.

Exceptions and exemptions to this policy can be made in certain circumstances. In certain circumstances SHIP may use a non-competitive procurement process. Where an exception or exemption has been used, the rationale must be formally documented and approved by the CEO or CFO. Appendix B list exceptions and exemptions to this policy.

216.7 PROCEDURES

1. Segregation of Duties

SHIP will segregate at least three of the five functional procurement roles. The roles and responsibilities of requisition, budgeting, commitments, receipt and payment must be segregated to different departments or at a minimum with different individuals within a department.

2. Approval Authority

Prior to commencement, any procurement must be approved by an appropriate authority.

The total value of procurement includes all costs before taxes. For multi-year procurement, the total value of the entire period of the anticipated agreement including optional renewal periods must be used. Multiple purchases may not be used to circumvent competitive procurement.

Goods and Non-Consulting Services

Any procurement of goods and non-consulting services must be approved by an appropriate authority in accordance with SHIP's Approval Authority Schedule (AAS) outlined below.

Procurement Approval Authority Schedule (AAS) for Goods & Non-Consulting Services	
Total Purchase Amount	Delegated Purchasing Approval Authority Level
Under \$2,000	Program Managers
\$2,000 – under \$10,000	Directors
Under \$10,000 (for Housing & Operations Only)	Housing Manager
Under \$25,000 (for Housing & Operations Only)	Director of Housing and Service Innovation
\$10,000 – under \$1,000,000	Chief Executive Officer Chief Financial Officer
\$1,000,000 and over	Chair, Board of Directors Treasurer, Board of Directors Vice-Chair, Board of Directors Secretary, Board of Directors

Consulting Services

Services provided by licensed professionals may constitute consulting services. Where SHIP is seeking to obtain expertise or strategic advice for consideration and decision-making, notwithstanding the designated profession providing the service, SHIP is seeking to obtain consulting services.

Prior to commencement, any procurement of consulting services must be approved in accordance with the Procurement Approval Authority Schedule for Consulting services below.

Note: Only electronic copies located in SHIP servers are considered official and current versions. All others are considered uncontrolled and may be out of date.

Procurement Approval Authority Schedule (AAS) for Consulting Services	
Procurement Value	Approval Authority
\$0 up to but not including \$100,000	CFO or CEO
\$100,000 or more	Board of Directors

3. Competitive Procurement Thresholds

The following table outlines the thresholds and the means of procuring items. Purchases can not be split to circumvent a procurement threshold.

Goods, Non-Consulting Services & Construction	
Total Procurement Value	Means of Procurement
\$0 up to but not including \$100.00	Credit Card or employee expense
\$100.00 up to but not including \$5,000	1. Purchase Order; or 2. Credit Card and Purchase Order
\$5,000 up to but not including \$25,000	Invitational competitive procurement (minimum of three suppliers invited to bid)
\$25,000 or more	Open competitive process

Consulting Services	
Total Procurement Value	Means of Procurement
\$0 up to but not including \$100,000	Invitational or open competitive process
\$100,000 or more	Open competitive process

4. Information Gathering

Information gathering mechanisms are useful for situations where SHIP has incomplete information about either the procurement that is required or the capabilities of the market to deliver the material, service or the solution required. SHIP may use the tools of the Request for Information (RFI) and Request for Expressions of Interest (RFEI) for the gathering of information.

A response to an RFI or RFEI must not be used to pre-qualify a potential supplier and must not influence the changes of a supplier from becoming the successful proponent.

5. Supplier Pre-Qualification

A Request for Supplier Qualification (RFSQ) can be used to understand which potential proponents have the capabilities that SHIP requires and to gather qualifications in advance of an expected future competitive procurement. A RFSQ must contain language that disclaims any obligation of SHIP to call on any supplier to provide goods or services as a result of pre-qualification.

6. Competitive Bid Process

A Request for Proposal or Request for Tender implementation is mandatory for the sourcing of procurement contracts valued at \$25,000 or more and shall be made through an open electronic public tendering system that is readily accessible for all Canadian suppliers.

The minimum response time for procurements valued at \$25,000 or more is 15 calendar days or 30 calendar days for procurements of high complexity, risk and/or dollar value. The response time starts with the date the procurement documents are issued and ends with the deadline for submitting bids.

The closing date for all competitive procurement processes will be on a normal working day, Monday to Friday, excluding provincial and federal holidays. Bids received after the closing date will not be considered.

7. Evaluation Criteria and Process

The individual responsible for initiating the procurement process after consultation with the CFO or CEO, will convene a Procurement Evaluation Team. The members will be selected, and participation confirmed before the competitive documents have been posted.

Evaluation criteria will be developed by the Procurement Evaluation Team and will be reviewed and approved by an approval authority prior to the commencement of the competitive procurement process.

Competitive procurement documents must clearly outline:

- mandatory, rated, price/cost and other criteria that will be used to evaluate submissions, including weight for each criterion.
- The criteria will also include a clause stipulating that depending on circumstances, SHIP is under no obligation to accept a bid.
- Methodology and process used to assess submissions including the method to resolve tie scores.

The maximum justifiable weighting must be allocated to the price/cost component of the evaluation criteria.

Mandatory criteria should be kept to a minimum to ensure that no bid is unnecessarily disqualified. The procurement document must state that a submission that does not meet the mandatory criteria will be disqualified.

The competitive procurement evaluation criteria will be clearly outlined and provided to all suppliers prior to the receipt of competitive procurement submissions. If the Procurement Evaluation Team decides to change evaluation criteria it can only be done through an addendum to the procurement documents.

Each procurement team member must complete an evaluation matrix, rating each of the submissions. Any written comments in the evaluation matrix must be fair, factual and fully defensible. Records of the evaluation must be retained for audit purposes. All procurement evaluations will be provided to the approval authority to submit to finance.

Note: Only electronic copies located in SHIP servers are considered official and current versions. All others are considered uncontrolled and may be out of date.

8. Awarding the Contract

SHIP must select only the highest ranked submission(s), based on all weighted evaluation criteria outlined in the competitive procurement documentation, meeting all mandatory requirements. Unless requested in the competitive documentation, SHIP will not consider alternate proposals made by a supplier. SHIP is also under no obligation to accept the winning bid for a competitive procurement.

SHIP will refrain from any discrimination or preferred treatment in awarding a contract to any supplier from the competitive process. SHIP will not differentiate between suppliers, or goods or services on the basis of geographic location in Canada.

9. Establishing the Contract

SHIP will draft a contract in writing and must obtain the supplier signatures before obtaining SHIP's designated signatures.

In a situation where an immediate need exists for the goods or services and SHIP and the supplier are unable to finalize a contract, an interim purchase order may be used. The justification of such a decision must be documented and approved by the CEO or CFO. This will allow for the immediate needs to be met while final negotiations take place towards finalizing the contract.

A termination or cancellation clause will be included in all procurement contracts. If necessary, SHIP will seek legal advice pertaining to the development of such clauses. A dispute resolution process should also be included in all contracts.

SHIP will ensure that all competitive procurement documents contain the term of the agreement and options to extend the agreement. An approval by an appropriate authority as outlined in the Approval Authority Schedule (AAS), must be obtained before executing any modifications to the term of agreement.

10. Contract Award Notification

For any procurement valued at \$100,000 or more, SHIP will post, a contract award notification. The notification will be posted after the agreement is executed with the successful proponent. The notification will list the successful supplier, agreement start and end dates and any extension options.

11. Supplier Debriefing

For procurements valued at \$100,000 or more, SHIP will notify all unsuccessful suppliers about their entitlement to a debriefing and will allow suppliers 60 days following the date of the contract award notification to request a debriefing.

12. Managing the Contract

SHIP will ensure that:

- all procurements and contracts are managed responsibly and effectively for reporting and auditing purposes.
- These documents may also be used as support in the event of a bid protest or competitive process dispute.
- Payments are to be made in accordance with the terms of the contract. All invoices must have details including vendor name, amount, details of goods or services, HST number and be issued in SHIP's name.

Supplier performance must be managed and documented and any performance issues must be addressed. Disputes also need to be managed throughout the contract and contracts should include the dispute resolution process.

Where the agreement is for services SHIP must:

- Establish clear terms of reference for the service including objectives, background, scope, constraints, deliverables, timing, progress reporting and approval requirements.
- Establish expense claims and reimbursement rules compliant with the Broader Public Sector Expense Directive
- Ensure that expenses are claimed and reimbursed only where the contract provides for reimbursement of expenses.

SHIP will maintain all procurement documentation and other pertinent information for auditing and reporting purposes for a period of seven (7) years. All documentation will be maintained in a recoverable format.

13. Conflict of Interest

SHIP shall employ all reasonable measures to ensure that during the procurement process, employee conflicts of interest do not exist. This requirement is extended to contract staff, external consultants, suppliers and any other individual involved in the procurement process. Where conflict of interest arises, it must be evaluated and an appropriate mitigating action must be taken.

All SHIP staff involved in procurement are required to sign a Conflict of Interest and Confidentiality declaration.

No purchases of goods or services shall be made with a non-arms length company or individual. No contract, regardless of value, may be entered into between SHIP and an employee or board member, immediate family member of an employee or board member, or a business in which an employee, board member or immediate family member has a financial interest. The only exemption can be made by the CEO and CFO if the goods or services are not available from other sources.

14. Bid Dispute Resolution

SHIP will ensure that bid dispute resolution processes are built into their contracts with the chosen supplier to manage disputes throughout the life of the contract. Should SHIP enter into a contract with an international supplier(s), arbitration will be in Canada.

Note: Only electronic copies located in SHIP servers are considered official and current versions. All others are considered uncontrolled and may be out of date.

15. Personal Purchases

Employees shall not use SHIP's credit, purchase power and other facilities to make purchases of goods or services for personal use. Under no circumstance should an employee make any personal purchases using SHIP's accounts.

16. Gifts and Gratuities

Employees and their immediate family members shall refrain from accepting gifts, entertainment, favors or services from present or potential suppliers/vendors that might influence, or appear to influence, purchasing decision.

216.8 EXCEPTIONS

Any exceptions to this policy must be reviewed and approved by the CEO and/or Executive Team.

REFERENCES

- Appendix A: Supply Chain Code of Ethics
- Appendix B: Exceptions and Exemptions to the Policy
- Appendix C: Definitions

Appendix A

Supply Chain Code of Ethics

SHIP's Procurement Code of Ethics is integral to SHIP's Procurement of Goods and Services Policies, Procedures and Guidelines. SHIP's procurement practices are guided by this Code of Ethics and the Ontario Broader Public Sector (BPS) Supply Chain Code of Ethics.

SHIP's procurement principles and practices shall be consistent with applicable provincial and federal laws. All acquisitions will be compliant with provincial and federal laws, trade agreements and related SHIP policies, procedures and guidelines. SHIP's procurement functions will be performed in an open, fair, transparent and competitive manner in order to promote the values of sustainability, fair trade and social responsibility while maximizing cost savings.

Ontario Broader Public Sector (BPS) Supply Chain Code of Ethics

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

Personal Integrity and Professionalism

Individuals involved with Supply Chain 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 BPS organizations, suppliers and other stakeholders. Respect must be demonstrated for each other and for the environment. Confidential information must be safeguarded. 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

Individuals involved with purchasing or other Supply Chain Activities must comply with this Code of Ethics and the laws of Canada and Ontario. 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.

Appendix B

Exceptions and Exemptions to the Policy

Whenever possible, SHIP will utilize a competitive or invitational competitive procurement process to achieve optimum value for money; however, in some situations, competitive procurement processes are not warranted. SHIP will ensure that in only limited circumstances will the utilization of a non-competitive procurement be used. Prior to commencement of non-competitive procurement, supporting documentation must be completed and approved by an appropriate approval authority within SHIP. Any non-competitive procurement must be approved by an authority one level higher than the Approval Authority Schedule requirement for competitive procurement.

All non-competitive procurement must be documented and tracked in a spreadsheet. All non-competitive procurement must be approved by the CEO or CFO.

SHIP may use non-competitive procurement under the circumstances outlined below:

Licensed Professionals and Support Services for SHIP Clients

The procurement of services from a licensed professional including a medical doctor, pharmacist, psychiatrist or nurse may be exempt from competitive procurement requirements. In cases where these services could impact the services to SHIP clients an exemption may be used.

Sole Sourcing Purchases

In a situation where one and only one supplier is able to meet the procurement requirements, SHIP may use procurement procedures that differ from those previously described in the following circumstances provided it does not do so for the purposes of avoiding competition between suppliers or to discriminate against suppliers:

- To ensure compatibility with existing products, 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 representative;
- Where there is an absence of competition for technical reasons and the goods or services can be supplied only by a particular supplier and no alternative or substitute exists;
- For the procurement of goods or services the supply of which is controlled by a supplier that is a statutory monopoly including utility services;
- For work to be performed on or about a leased building or portions thereof that may be performed only by the lessor;
- 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;
- For the purchase of goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases;
- For the procurement of subscriptions to newspapers, magazines or other periodicals; and
- For the procurement of real property.

Note: Only electronic copies located in SHIP servers are considered official and current versions. All others are considered uncontrolled and may be out of date.

Limiting Circumstances

This is the use of a non-competitive procurement process to acquire goods or services from a specific supplier because of its specialized or unique characteristics. SHIP must ensure that it does not conduct non-competitive procurement for the purpose of avoiding competition between suppliers or to discriminate against suppliers.

Allowable exceptions for competitive procurement include:

- Where an unforeseeable situation of urgency exists and the goods or services cannot be obtained in time by means of open procurement procedures. Failure to plan and allow sufficient time for a competitive procurement process does not constitute an unforeseeable situation of urgency;
- Where goods or services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through an open tendering process could reasonably be expected to compromise government confidentiality, cause economic disruption or otherwise be contrary to the public interest;
- 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;
- Where compliance with the open tendering provisions set out in the Directive would interfere with the entities' ability to maintain security or order or to protect human, animal or plant life or health; and
- In the absence of a receipt of any bids in response to a call for proposals or tenders made in accordance with the Directive.

Appendix C

Definitions

“Accountability” means the obligation of an employee, agent or other person to answer for or be accountable for, work, action or failure to act following delegated authority.

“Agreement” means the formal written document that will be entered into at the end of the procurement process.

“Approval Authority” means the authority delegated by the Organization to a person designated to occupy a position to approve on its behalf one or more procurement functions within the plan-to-pay cycle up to specified dollar limits subject to the applicable legislation, regulations and procedures in effect at such time.

“Approval Level” means criteria, often dollar levels, that define which approvals are needed for various business transactions. Limits are set on the size and nature of the business transactions and are assigned to the individual or job role authorized to execute based on the appropriate level of responsibility.

“Award” means the notification to a proponent of acceptance of a proposal, quotation or tender that brings a contract into existence.

“Bid” means a proposal, quotation or tender submitted in response to a solicitation from a contracting authority. A bid covers the response to any of the three principal methods of soliciting bids, i.e., Request for Proposal, Request for Tender and Request for Quotation.

“Bid Protest” means a dispute raised against the methods employed or decisions made by a contracting authority in the administration of a proposal, tender, or quotation process.

“Competitive Procurement” means a set of procedures for developing a procurement contract through a bidding or proposal process. The intent is to solicit fair, impartial, competitive bids.

“Conflict of Interest” means a situation in which financial or other personal considerations have the potential to compromise or bias professional judgment and objectivity. An apparent conflict of interest is one in which a reasonable person would think that the professional’s judgment is likely to be compromised.

“Construction” means construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional consulting services related to the construction contract unless they are included in the procurement.

“Consulting Services” means the provision of expertise or strategic advice that is presented for consideration and decision-making.

“Contract” means an obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. It is essential to the creation of a contract that the parties intend that their agreement shall have legal consequences and be legally enforceable. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent or consensus ad idem; legality of purpose; and sufficient certainty of terms.

“Evaluation Criteria” means a benchmark, standard or yardstick against which accomplishment, conformance, performance and suitability of an individual, alternative, activity, product or plan is measured to select the best supplier through a competitive process. Criteria may be qualitative or quantitative in nature.

“Evaluation Matrix” means a tool allowing the evaluation team to rate supplier proposals based on multiple pre-defined evaluation criteria.

“Evaluation Team/Committee” means a group of individuals designated/responsible to make award recommendation. The evaluation team would typically include representatives from the Organization and subject matter expert(s). Each member participates to provide business, legal, technical and financial input.

“Goods” means moveable property (including the costs of installing, operating, maintaining or manufacturing such moveable property) including raw materials, products, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a general construction contract.

“Goods and Services/Goods or Services” means all goods and/or services including construction, consulting services and information technology.

“Invitational Competitive Procurement” means any form of requesting a minimum of three (3) qualified suppliers to submit a written proposal in response to the defined requirements outlined by an individual/organization.

“Non-competitive Procurement” means procurements that do not require SHIP to formally invite bidders or publish notification of an open forum.

“Non-disclosure Agreement” means an agreement where parties agree to disclose information and/or relations they have that may hinder their judgment in the procurement process.

“Offer” means a promise or a proposal made by one party to another, intending the same to create a legal relationship upon the acceptance of the offer by the other party.

“Procurement” means acquisition by any means, including by purchase, rental, lease or conditional sale, of goods or services.

“Procurement Value” means the estimated total financial commitment resulting from procurement, taking into account optional extensions.

“Purchase Order (PO)” means a written offer made by a purchaser to a supplier formally stating the terms and conditions of a proposed transaction.

“Request for Expressions of Interest (RFEI)” means a document used to gather information on supplier interest in an opportunity or information on supplier capabilities/qualifications. This mechanism may be used when a BPS organization wishes to gain a better understanding of the capacity of the supplier community to provide the services or solutions needed. A response to a RFEI must not pre-qualify a potential supplier and must not influence their chances of being the successful proponent on any subsequent opportunity.

“Request for Information (RFI)” means a document issued to potential suppliers to gather general supplier, service or product information. It is a procurement procedure whereby suppliers are provided with a general or preliminary description of a problem or need and are requested to provide information or advice about how to better define the problem or need, or alternative solutions. A response to an RFI must not pre-qualify a potential supplier and must not influence their chances of being the successful proponent on any subsequent opportunity.

“Request for Proposal (RFP)” means a document used to request suppliers to supply solutions for the delivery of complex products or services or to provide alternative options or solutions. It is a process that uses predefined evaluation criteria in which price is not the only factor.

“Request for Supplier Qualifications (RFSQ)” means a document used to gather information on supplier capabilities and qualifications, with the intention of creating a list of pre-qualified suppliers. This mechanism may be used either to identify qualified candidates in advance of expected future competitions or to narrow the field for an immediate need. Organizations must ensure that the terms and conditions built into the RFSQ contain specific language that disclaims any obligation on the part of the Organization to call on any supplier to provide goods or services as a result of the pre-qualification.

“Requisition” means a formal request to obtain goods or services made within an Organization, generally from the end-user to the procurement department.

“Segregation of Duties” means a method of process control to manage conflict of interest, the appearance of conflict of interest, and errors or fraud. It restricts the amount of power held by any one individual. It puts a barrier in place to prevent errors or fraud that may be perpetrated by one individual.

“Services” means intangible products that do not have a physical presence. No transfer of possession or ownership takes place when services are sold, and they (1) cannot be stored or transported, (2) are instantly perishable, and (3) come into existence at the time they are bought and consumed.

“Single Source” means the use a non-competitive procurement process to acquire goods or services from a specific supplier even though there may be more than one supplier capable of delivery of the same goods or services.

“Sole Source” means the use of a non-competitive procurement process to acquire goods or services where there is only one available supplier for the source of the goods or service.

“Supplier/Vendor” means any person or organization that, based on an assessment of that person’s or organization’s financial, technical and commercial capacity, is capable of fulfilling the requirements of procurement.

“Supply Chain Activities” means all activities whether directly or indirectly related to organizational plan, source, procure, move, and pay processes.

“Trade Agreements” means any applicable trade agreement to which Ontario is a signatory.

“Supplier Debriefing” means a practice of informing a supplier why their bid was not selected upon completion of the contract award process.