



Procurement Policy

December 2024

Procurement Policy

Document Control:

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

Document Location:	Corporate Services
Review Frequency:	This document will be reviewed every three (3) years or as required.
Document Prime* <i>*Enquiries relating to this document should be referred to the responsible Document Prime.</i>	Manager, Purchasing and Contracts Legal Policy and Compliance

Approval History

Approver(s)	Approved Date
Board of Directors	December 5, 2024

Revision History

Version No.	Version Date	Summary of Change	Changed 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	Manager, Procurement; Chief Financial Officer; Legal Counsel

Procurement Policy

		inclusion of Provincial Vendor of Record process	
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
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

Procurement Policy

07	June 22, 2021 AC-BDR-21-13	Policy updates and administrative changes following review.	Manager, Strategic Sourcing and Contract Management; and General Counsel
08	September 24, 2024 AC-BDR-24-23	Three-year review. Policy updates as per OPS directive. Added provisions for Commercial Software Division.	Manager, Purchasing and Contracts; and Associate General Counsel - Corporate
09	December 5, 2024 AC-BDR-24-30	Added Section 4(4) (Principles) in the Procurement Policy to include consideration for Equity, Diversity, Inclusion and Anti-Racism (EDIA).	Manager, Purchasing and Contracts; and Associate General Counsel - Corporate

Table of Contents

1. Purpose and Overview7

 1.1 About MPAC 7

 1.2 Purpose..... 7

 1.3 Procurement Governance 7

2. Scope and Application.....8

 2.1 Scope.....8

3. Principles9

4. Definitions9

5. Conflict of Interest13

6. Procurement Process Overview and Planning13

 6.1 Overview 13

 6.2 Procurement Planning 13

 6.3 Market Research and Information Gathering..... 14

 6.4 Procurement Value..... 14

 6.5 Agreement Term..... 15

7. Procurement Methods16

 7.1 Acceptable Procurement Methods 16

 7.1.1 Vendor of Record Arrangement..... 16

 7.1.2 Competitive Procurement 17

 7.1.2.1 Competitive Procurement - Open Competitive Process..... 17

 7.1.2.2 Competitive Procurement – Preferred Supplier List..... 17

 7.1.2.3 Competitive Procurement - Invitational Competitive Process ... 18

 7.1.3 Non-Competitive Procurement..... 19

 7.1.3.1 Allowable Categories of Non-Competitive Procurements..... 19

 7.1.3.2 Additional Allowable Categories for Goods and Non-Consulting Services20

- 8. Procurement Thresholds and Procurement Approvals.....22**
 - 8.1 Procurement Thresholds and Procurement Approvals.....22**
 - 8.1.1 Procurement Approvals for Competitive Procurements.....22**
 - 8.1.2 Procurement Approvals for Non-Competitive Procurement of Goods and Non-Consulting Services24**
 - 8.1.3 Procurement Approvals for Non-Competitive Procurement of Consulting Services.....25**
- 9. Execution of Procurement and Evaluation25**
 - 9.1 Response Time.....25**
 - 9.1.1 Electronic Tendering.....26**
 - 9.2 Evaluation Process.....26**
 - 9.2.1 Contract Award Notification26**
 - 9.2.2 Supplier Debriefings.....27**
 - 9.3 Security Screening27**
- 10. Execution of Contract and Contract Management27**
 - 10.1 Agreement Requirements27**
 - 10.2 Supplier Performance27**
 - 10.3 Procurement Value Increases28**

1. Purpose and Overview

1.1 About MPAC

- (1) 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 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 categories set out in this Policy;
 - (b) to ensure that MPAC complies with its obligations under applicable trade agreements; and
 - (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 (April 2024), 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;

- (d) the MPAC Supplier Code of Conduct;
 - (e) the Supplier Suspension Protocol; and
 - (f) all applicable internal MPAC policies.
- (2) This Policy was approved by the Board of Directors on September 24-25, 2024. 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;
 - (d) Engineers, land surveyors, architects, and accountants in their regulated capacities, with a Procurement Value of less than \$500,000¹;
 - (e) Any pass-through technology procurement required for a Commercial and Client Solutions contract, as directed by a commercial software client in writing; and
 - (f) Other Goods and Non-Consulting Services by MPAC's Commercial and Client Solutions for the purposes of Commercial and Client Solutions identified, approved and funded through one of the following mechanisms:
 - (i) Approved Client Project (Project Profit and Loss Statement);

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.

- (ii) Approved SaaS Base Offering Products and Services (Operating Budget);
 - (iii) Approved Product Roadmap (Capital Budget); or
 - (iv) Approved Division Operations (Operating Budget).
- (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 Supply Ontario Vendor of Record Program and other 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) Suppliers shall meet or exceed the minimum standards described in the MPAC Supplier Code of Conduct. The MPAC Supplier Code of Conduct shall include, but is not limited to, the following environmental, social, and governance factors: business ethics, health and safety, environmental sustainability, health and safety, labour rights, human rights and compliance with applicable laws.
- (4) Equity, Diversity, Inclusion and Anti-Racism considerations may be integrated into procurement decisions and processes, where appropriate.

4. Definitions

- (1) In this Policy, except where a contrary meaning is clearly intended, the following expressions have the following meanings:
 - (a) **"Agreement Term"** has the meaning set out in Section 1.1.1.1(1).
 - (b) **"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.

- (c) **“Competitive Procurement”** means a procurement process carried out through an Open Competitive Process, Preferred Supplier List or Invitational Competitive Process.
- (d) **“Consulting Services”** means the provision of expertise and strategic advice that is presented for consideration and decision-making.
 - (i) 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 (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).
 - (ii) 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 services, training/education instructors, employee/placement, auditing services and aerial photography.

- (iii) 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.
- (e) **“DOA Delegate”** means a person authorized to bind MPAC to a procurement process (including the resulting spend authority) pursuant to the DOA Policy.
- (f) **“DOA Level”** means the lowest level DOA Delegate authorized to bind MPAC pursuant to the DOA Policy.
- (g) **“DOA Policy”** means MPAC’s approved Delegation of Authority Policy.
- (h) **“Electronic Tendering”** means a computer-based system that provides vendors with access to information in an Open Competitive Process, such as bids and tenders.
- (i) **“Goods”** means tangible products including software.
- (j) **“Invitational Competitive Process”** has the meaning given in Section 7.1.2.3.
- (k) **“MPAC”** means the Municipal Property Assessment Corporation.
- (l) **“MPAC Supplier Code of Conduct”** means MPAC’s approved Supplier Code of Conduct.
- (m) **“Non-Competitive Procurement”** means a procurement process other than a Competitive Procurement or Vendor of Record Arrangement.
- (n) **“Non-Consulting Services”** means Services other than Consulting Services provided to MPAC.

- (o) **"Open Competitive Process"** has the meaning given in Section 1.1.1.1(1).
- (p) **"OPS Procurement Directive"** has the meaning given in Section 1.1.1.1(1)(b).
- (q) **"Policy"** means this Procurement Policy as amended and approved by the MPAC Board of Directors from time to time.
- (r) **"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.
- (s) **"Preferred Supplier List"** has the meaning given in Section 7.1.1.
- (t) **"Procurement Value"** means all costs and conferred value associated with a contractual relationship with a third party as defined in Section 1.1.1.1(1).
- (u) **"Procurement Value Increase"** means that the costs and conferred value associated with a procurement initiative have increased following the procurement approval.
- (v) **"Services"** means Consulting Services and Non-Consulting Services.
- (w) **"Supplier Suspension Protocol"** means MPAC's approved Supplier Suspension Protocol.
- (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.

5. 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, Purchasing and Contracts.
- (2) Conflicts of interest will be managed by MPAC in accordance with applicable law, the provisions of this Policy and other relevant MPAC policies.

6. Procurement Process Overview and Planning

6.1 Overview

- (1) There are five phases to the procurement process as follows:
 - (a) Planning (Section 6.2-6.5);
 - (b) Selection of procurement method (Section 7);
 - (c) Approvals (Section 8);
 - (d) Execution of procurement and evaluation (Section 9); and
 - (e) Execution of contract and contract management (Section 10).

6.2 Procurement Planning

- (1) Prior to any procurement activities, the business unit shall, in consultation with Purchasing and Contracts, 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, to determine the appropriate procurement method in Section 6 and approval authority in Section 7, the business unit must estimate the:
 - (a) Procurement Value; and
 - (b) Agreement Term.

6.3 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.

6.4 Procurement Value

- (1) To determine the total value of the procurement ("**Procurement Value**"), MPAC must consider all costs and benefits associated with the proposed acquisition during the Agreement Term including any extensions. 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).

- (2) For approval purposes only, Procurement Value does not include sales taxes.
- (3) Where a project involves multiple related procurements, the project's Procurement Value would be determined by the cumulative value of all related procurements.
- (4) When determining Procurement Value, it is not acceptable to take any action 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.

6.5 Agreement Term

- (1) The term of any agreement ("**Agreement Term**") including any extensions with the same supplier will not exceed five years unless MPAC receives approval of the Board of Directors, except:
 - (a) any lease of real property under \$1,000,000; and
 - (b) any technology procurement required for the duration of a Commercial and Client Solutions contract.
- (2) Upon the expiration of the term of any agreement including any extensions, a new Procurement must be conducted in accordance with this Policy unless MPAC receives approval of the Board of Directors.
- (3) An extension with an incumbent supplier may only be executed if the terms of the original agreement were fulfilled and supplier performance was satisfactory.

7. Procurement Methods

7.1 Acceptable Procurement Methods

- (1) The following are acceptable procurement methods, having regard to the nature of the Goods and/or Services, the Procurement Value, the timelines and other business requirements.
 - (a) Vendor of Record Arrangement;
 - (b) Competitive Procurement:
 - (i) Open Competitive Process;
 - (ii) Preferred Supplier List;
 - (iii) Invitational Competitive Process;
 - (c) Non-Competitive Procurement; and
 - (d) Such other methods as determined by the Manager, Purchasing and Contracts.
- (2) MPAC shall use the appropriate procurement methodology depending on the type and Procurement Value, as set out in Section 8. Non-Competitive Procurements shall be limited to the categories set out in Section 7.1.3.1 and 7.1.3.2.

7.1.1 Vendor of Record Arrangement

- (1) On a case-by-case basis, MPAC may choose to participate in an existing Vendor of Record Arrangement established by Supply Ontario in accordance with the OPS Procurement Directive, where it is determined to be beneficial to MPAC. This decision will be made jointly by the Manager, Purchasing and Contracts, 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.

7.1.2 Competitive Procurement

7.1.2.1 Competitive Procurement - Open Competitive Process

- (1) 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**”).

7.1.2.2 Competitive Procurement – Preferred Supplier List

- (1) MPAC may acquire Goods and/or Services from a Preferred Supplier in accordance with this Policy, including obtaining the applicable approval. MPAC intends to use Preferred Supplier arrangements for repetitive purchases of the same Goods and/or Services.

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 once every three years 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.

- (2) 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 7.1.2.2 (6). The second stage process will also set out the terms and conditions upon which MPAC will enter into contracts with Preferred Suppliers.
- (3) 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.

Procurement Policy

- (4) All Preferred Supplier Lists will be administered and managed by the Manager, Purchasing and Contracts.
- (5) 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 \$600,000	MPAC must invite at least five (5) Preferred Suppliers
\$600,000 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

- (6) Where there are fewer qualified suppliers on a particular Preferred Supplier List than those required in Section 7.1.2.2 (6), then MPAC must invite all Preferred Suppliers on the Preferred Supplier List.

7.1.2.3 Competitive Procurement - Invitational Competitive Process

- (1) 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”).

7.1.3 Non-Competitive Procurement

- (1) 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 8, then MPAC shall:
 - (a) identify an allowable category of Non-Competitive Procurement set out in Section 7.1.3.1 or 7.1.3.2; and
 - (b) seek the appropriate approvals set out in Section 8.

7.1.3.1 Allowable Categories of Non-Competitive Procurements

- (1) The following are allowable categories for all Non-Competitive Procurements, subject to the appropriate approvals set out in Section 8:
 - (a) Where an unforeseen situation of extreme urgency exists and the procurement cannot be conducted by means of a Competitive Procurement Process. It is not considered an unforeseen situation of urgency if MPAC is planning for urgent events (e.g., emergencies) or if MPAC failed to allow sufficient time to conduct a Competitive Procurement Process;
 - (b) Where 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, or measures necessary to protect human, animal or plant life or health;
 - (d) Where, in response to a Competitive Procurement Process that has been conducted in compliance with this Policy:
 - (i) no bid was submitted or no supplier participated in response to the Competitive Procurement Process;
 - (ii) no bid satisfied the minimum requirements outlined in the bid documents;

- (iii) no bid qualified based on the mandatory eligibility requirements;
or
 - (iv) the bids submitted manipulated the Competitive Procurement Process and/or pricing;
- provided that the requirements used for the original Competitive Procurement Process must not be substantially modified;
- (e) Where the procurement is in support of Indigenous peoples;
- (f) Where the procurement is from another government or government entity within Canada, which means a ministry, provincial agency, Ontario Power Generation, Independent Electricity System Operator or designated Broader Public Sector organization under the Broader Public Sector Accountability Act, 2010; and
- (g) Where there is only one supplier and there are no reasonable substitute Goods or Services that exist due to an absence of competition for technical reasons, provided that this category may not be allowable if the proposed procurement is the result of one or more previous Non-Competitive Procurements;
- (h) For additional deliveries by the original supplier that were not included in the initial procurement, if a change of supplier:
 - (i) cannot be made for reasons, such as requirements of interchangeability or interoperability with existing Goods or Services procured under the initial procurement; and
 - (ii) would cause substantial duplication of costs.
- (i) Where there is only one supplier to protect intellectual property rights, such as patents, copyrights or other exclusive rights.

7.1.3.2 Additional Allowable Categories for Goods and Non-Consulting Services

- (1) The following are allowable categories for the Non-Competitive Procurement of Goods and Non-Consulting Services only, subject to the appropriate approvals set out in Section 8:

- (a) Where an award is financed, in whole or in part, by an international organization, or funded by international grants, loans, or other assistance, and the agreement includes different rules or conditions for awarding contracts that would not be consistent with the OPS Procurement Directive;
- (b) For the purchase of Goods on a commodity market;
- (c) 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;
- (d) For the procurement of a prototype or a first Good or Non-Consulting Service to be developed during research, experiment, study or original development. Original development of a first Good or Non-Consulting Service does not include quantity production or supply to establish commercial viability or to recover research and developmental costs. Any subsequent procurements of the newly developed Good or Non-Consulting Service must comply with the OPS Procurement Directive;
- (e) For the purchase of Goods under exceptionally advantageous circumstances in the case of short-term unusual disposals arising from liquidation, receivership, or bankruptcy, but not for routine purchases;
- (f) For works of art;
- (g) For work to be performed on or about a leased building, or portions thereof, that may be performed only by the lessor;
- (h) 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;
- (i) For the procurement of subscriptions to newspapers, magazines or other periodicals;
- (j) Where MPAC acquires or leases real property to meet its operational and functional needs; and

- (k) Where MPAC is procuring a Good or Non-Consulting Service with a value less than \$50,000 directly from a supplier, provided that at least one documented quote is obtained from a qualified supplier.
- (2) The applicable DOA Delegate must use the appropriate procurement methodology, depending on the Procurement Value and type.

8. Procurement Thresholds and Procurement Approvals

8.1 Procurement Thresholds and Procurement Approvals

- (1) The table in Section 8.1.1 sets out the threshold amounts and approval authority for specified procurement methodologies for Competitive Procurement Processes.
- (2) The tables in Sections 8.1.2 and 8.1.3 set out the threshold amounts and approval authority for specified procurement methodologies for Non-Competitive Procurement Processes.

8.1.1 Procurement Approvals for Competitive Procurements

- (1) The following minimum level approval is required for all Competitive Procurements except for Commercial and Client Solutions:

Competitive Procurements		
Procurement Value	Procurement Methodology	Approval Authority
\$0 up to but not including \$121,200	Invitational Competitive Process	DOA Level 3
\$121,200 up to but not including \$600,000	Open Competitive Process	DOA Level 2
\$600,000 up to but not including \$1,500,000 (See Note 1 below for exception)	Open Competitive Process	DOA Level 1

Procurement Policy

\$1,500,000 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 \$750,000 that includes an agreement term of twelve months or less must also be approved by the Board of Directors.		

- (2) For the Competitive Procurement of Goods and Non-Consulting Services by the Commercial and Client Solutions for the purposes of Commercial and Client Solutions, the following minimum level approval is required:

Competitive Procurements – Goods and Non-Consulting Services		
Procurement Value	Procurement Methodology	Approval Authority
\$0 up to but not including \$250,000	Invitational Competitive Process	Commercial and Client Solutions Division Director or Senior Manager
\$250,000 up to but not including \$500,000	Open Competitive Process	Commercial and Client Solutions Vice President
\$500,000 up to but not including \$1,000,000	Open Competitive Process	Executive Vice President – Commercial and Client Solutions
\$1,000,000 up to but not including \$2,000,000	Open Competitive Process	President and Chief Administrative Officer
\$2,000,000 and over	Open Competitive Process	Board of Directors

8.1.2 Procurement Approvals for Non-Competitive Procurement of Goods and Non-Consulting Services

- (1) The following minimum level approval is required for all Non-Competitive Procurements of Goods and Non-Consulting Services except for Commercial and Client Solutions:

Non-Competitive Procurement of Goods and Non-Consulting Services		
Procurement Value	Procurement Methodology	Approval Authority
\$0 up to but not including \$10,000	Non-Competitive Procurement	DOA Level 5
\$10,000 up to but not including \$75,000	Non-Competitive Procurement	DOA Level 3
\$75,000 up to but not including \$150,000	Non-Competitive Procurement	DOA Level 2
\$150,000 up to but not including \$750,000	Non-Competitive Procurement	DOA Level 1
\$750,000 and over	Non-Competitive Procurement	Board of Directors

- (2) For the Non-Competitive Procurement of Goods and Non-Consulting Services by Commercial and Client Solutions for the purposes of the Commercial and Client Solutions, the following minimum level approval is required:

Non-Competitive Procurement of Goods and Non-Consulting Services		
Procurement Value	Procurement Methodology	Approval Authority
\$0 up to but not including \$250,000	Non-Competitive Procurement	Commercial and Client Solutions Vice President

Procurement Policy

\$250,000 up to but not including \$500,000	Non-Competitive Procurement	Executive Vice President – Commercial and Client Solutions
\$500,000 up to but not including \$1,000,000	Non-Competitive Procurement	President and Chief Administrative Officer
\$1,000,000 and over	Non-Competitive Procurement	Board of Directors

8.1.3 Procurement Approvals for Non-Competitive Procurement of Consulting Services

- (1) For the Non-Competitive Procurement of Consulting Services by any Department at MPAC, the following minimum level approval is required:

Non-Competitive Procurement of Consulting Services		
Procurement Value	Procurement Methodology	Approval Authority
\$0 up to but not including \$121,200	Non-Competitive Procurement	DOA Level 1
\$121,200 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

9. Execution of Procurement and Evaluation

9.1 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.

9.1.1 Electronic Tendering

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

9.2 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.
- (3) MPAC requires that all evaluators consider the status of suppliers suspended pursuant to the Supplier Suspension Protocol.
- (4) MPAC requires that all suppliers agree to meet or exceed the minimum standards described in the MPAC Supplier Code of Conduct.

9.2.1 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.

9.2.2 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 contract between the successful supplier(s) and MPAC is signed.

9.3 Security Screening

- (1) Security clearance may be required for suppliers selected to provide Goods and Services. Suppliers shall comply with all MPAC requirements pursuant to the Information Security Policy and the Security and Emergency Preparedness Policy, where applicable.

10. Execution of Contract and Contract Management

10.1 Agreement Requirements

- (1) Where an immediate need exists and a contract signed by both parties is not available yet, an interim purchase order may be used.
- (2) The Agreement Term and any options to extend must be set out in the contract. As changes to the Agreement Term may change the Procurement Value, changes to the contract start and end dates must be considered when determining Agreement Term.
- (3) When executing the contract, the supplier's signature must be obtained before obtaining the designated MPAC signature(s).

10.2 Supplier Performance

- (1) MPAC reserves the right to discontinue business with suppliers who are not responsive to requests to address concerns around supplier performance, workplace practices and instances of Policy non-compliance.
- (2) Suppliers must continue to comply with the terms of the MPAC Supplier Code of Conduct and maintain its security clearance requirements.
- (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.

10.3 Procurement Value Increases

- (1) It is acknowledged that Procurement Value Increases may be required over the term of a contract. When the DOA Delegate determines that a Procurement Value Increase is required, the DOA Delegate must seek prior approval from the approval authorities specified in Section 8.1. In order to determine the appropriate level of approval authority, the DOA Delegate must determine whether the Procurement Value Increase causes the total Procurement Value to exceed the original procurement approval. If so, further 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 extensions as part of the estimated Procurement Value and Agreement Term.
- (3) When seeking approval, the applicable DOA Delegate must identify:
- (4) the framework used to confirm that the increased supplier costs are justified; and
- (5) how MPAC continues to obtain “value for money”.
- (6) The Procurement Value Increase must be reflected in a written amendment to the original contract.