

Ontario One Call Procurement Policy



Effective June 20, 2024

1. DEFINITIONS

In this Policy, except where a contrary meaning is clearly intended, the following expressions have the following meanings:

- (a) **“AODA”** means the *Accessibility for Ontarians with Disabilities Act, 2005*, and applicable regulations.
- (b) **“BOBI”** means the requirements of the *Building Ontario Businesses Initiative Act, 2022*, and applicable regulations, applicable to OOC as reflected in the Centralization and Building Ontario Businesses Initiative Appendix of the OPSPD.
- (c) **“CETA”** means the Comprehensive Economic and Trade Agreement between Canada and the European Union, made pursuant to the *Canada-European Comprehensive Economic and Trade Agreement Implementation Act, 2017*, and applicable regulations. When used in this Policy, the term “CETA” is deemed to also include the requirements of the Canada-United Kingdom Trade Continuity Agreement.
- (d) **“CFTA”** means the Canadian Free Trade Agreement, made pursuant to the *Canadian Free Trade Agreement Implementation Act, 2017*, and applicable regulations.
- (e) **“Competitive Procurement”** means a procurement carried out through an Open Competitive Procurement, VOR, or Invitational Competitive Procurement.
- (f) **“Conflict of Interest”** means any prior, existing, or reasonably foreseeable circumstance in which an individual’s personal interests, which includes the interests of the individual’s immediate family members, compromises or biases, or has the potential to compromise or bias, the individual’s professional judgement, objectivity, impartiality or public/fiduciary duties, and also includes an Apparent Conflict of Interest. An “Apparent Conflict of Interest” exists where a reasonable person having knowledge of any prior, existing, or reasonably foreseeable circumstances affecting the individual is likely to perceive that those circumstances are likely to compromise or bias the individual’s professional judgement, objectivity, impartiality, or public/fiduciary duties.
- (g) **“Consulting Services”** means the provision of expertise and strategic advice that is presented for consideration and decision-making. For further clarity:
 - (i) Consulting Services do not include procurement of services that in Ontario may, by legislation or regulation, only be provided by licensed professionals including but not limited to: medical doctors, dentists, nurses, pharmacists, veterinarians, engineers, land surveyors, architects, accountants, lawyers and notaries.
 - (ii) Consulting Services do not include persons simply identifying themselves as “consultants” but who in substance provide non-consulting services.
- (h) **“DOFMA”** means OOC’s Board of Directors approved Delegation of Financial Management Authority Policy.
- (i) **“Electronic Tendering”** means a computer-based system that provides vendors with access to information in an Open Competitive Procurement.
- (j) **“Goods”** means tangible products, including software.

- (k) **“Invitational Competitive Procurement Process”** means a procurement process wherein the procuring entity issues an invitation to multiple vendors to submit a quotation for the provision of Goods, Non-Consulting Services or Consulting Services, which the procuring entity will evaluate to determine a selected vendor with which to finalize a contract for such procurement.
- (l) **“Non-Competitive Procurement Process”** means a procurement that is made by way of a direct award to a vendor rather than through a Competitive Procurement Process.
- (m) **“Non-Consulting Services”** means services other than Consulting Services, and includes construction.
- (n) **“OOC”** means Ontario One Call.
- (o) **“Open Competitive Procurement”** means a procurement process wherein a procuring entity issues a publicly posted solicitation, via an electronic tendering platform, inviting vendors to submit a proposal for the provision of Goods, Non-Consulting Services or Consulting Services based on criteria contained in the solicitation, which the procuring entity will evaluate to determine a selected vendor with which to finalize a contract for such procurement.
- (p) **“OPSPD”** means the Ontario Public Sector Procurement Directive as issued by the Ontario Treasury Board Secretariat.
- (q) **“Procurement Value”**: The estimated total financial commitment resulting from the procurement, including extension options and contingencies, in accordance with the specifications set out in Section 6.3 of this Policy.
- (r) **“VOR”** means a vendor of record, being a competitive procurement arrangement that authorizes in-scope organizations to select from one or more pre-qualified vendors, typically by way of a formal second-stage quotation request process, for a defined period on terms and conditions, including pricing, as set out in the VOR solicitation establishing the particular VOR. A VOR is used to reduce costs to the organization by establishing strategic relationships with a selected group of vendors.

2. PURPOSE

The purpose of this Procurement Policy (the “Policy”) is to outline the requirements that OOC must adhere to when procuring any Goods, Non-Consulting Services or Consulting Services.

This Policy is made in compliance with sections 3 and 8 of the OPSPD.

The Board of Directors shall approve this Policy and review it at least every two years. This Policy shall be posted on the OOC Website.

3. SCOPE AND APPROVALS

3.1 Scope.

All procurement activity at OOC, and OOC staff participating in procurement activity, must comply with this Policy, with the exception of:

- procurement of external (third-party) legal services; and

- OOC employee expenses which are governed by a separate OOC policy.

3.2 Approvals.

- (a) A procurement process may not be commenced until the appropriate procurement commencement (i.e., business case, briefing note,) approval has been obtained in accordance with the approval levels set out in Section 8.2 of this Policy.
- (b) All procurement processes must be undertaken using the required procurement method as set out in Sections 8.1 and 8.2 of this Policy.
- (c) Where Section 8.2 of this Policy specifies that a Competitive Procurement Process must be used, a Non-Competitive Procurement Process is only permitted in accordance with the applicable circumstances and appropriate approval levels as set out in Section 8.1(d).

4. PRINCIPLES

The objective of this Policy is to acquire goods and services to meet OOC's needs in the most economical and efficient manner, through procurement processes that must conform to the following principles:

- (1) **Value for Money** – Goods and services are to be procured only after consideration of both financial and non-financial factors, including OOC objectives, intended outcomes, business requirements, procurement alternatives, timing, supply strategy, and method.
- (2) **Transparency and Fairness** – Access for qualified vendors to compete for OOC business is open and the procurement process is conducted in a fair and transparent manner, providing equal treatment to vendors. Conflicts of interest, both real and perceived, are to be avoided during the procurement process and any ensuing contract. Relationships that result in continuous reliance on a particular vendor for a particular kind of work are not created.
- (3) **Responsible Management** – The procurement of goods and services will be responsibly and effectively managed through appropriate organizational structures, systems, policies, processes, and procedures.
- (4) **Geographic Neutrality** – When a procurement process is subject to Ontario's trade agreements, ensure that access for vendors to compete for OOC business is geographically neutral with respect to other jurisdictions that practice reciprocal non-discrimination with Ontario, subject to Ontario's BOBI requirements.

5. AODA and BOBI

- (a) When undertaking a procurement, OOC will incorporate any applicable accessibility criteria and features as required by the AODA. Where applicable, procurement documents will specify the desired accessibility criteria to be met and provide guidelines for the evaluation of proposals in respect of those criteria. Where it is impractical for the OOC to incorporate applicable accessibility criteria and features for a specific procurement, a written explanation must be provided and approved by the CFO.
- (b) When undertaking a procurement, OOC must comply with BOBI to give preference, where required, to Ontario businesses.

6. CONFLICT OF INTEREST

- (a) It is the responsibility of OOC staff involved in a procurement process to disclose any circumstances involving the individual that might constitute a Conflict of Interest in relation to that procurement. Disclosure must be made in writing to the OOC Procurement Specialist responsible for the procurement, or to the Chief Financial Officer.
- (b) Where an individual has disclosed a circumstance that OOC determines to be a Conflict of Interest, OOC (i) shall not permit the individual to participate in the decision-making or evaluation of proposals related to the procurement in question; and (ii) may otherwise take reasonable steps in its discretion to manage and/or mitigate the impact of the Conflict of Interest.
- (c) OOC staff involved in a procurement process shall not:
 - (i) use his/her position at OOC to personally benefit, directly or indirectly, including a benefit to any family members - this includes any person which an individual has a familial relationship which including but not limited to spouse, common law partner and any dependents;
 - (ii) accept any gift(s) or hospitality from any vendor, regardless of monetary value;
 - (iii) give preferential treatment or offer assistance to give an unfair advantage to a vendor in a procurement process.

For clarity, the prohibited conduct listed above is not an exhaustive list of circumstances that constitute a Conflict of Interest and is not intended to limit the generality of the disclosure requirement in subsection (a).

7. PROCUREMENT PLANNING

7.1. Overview

Procurement planning is an integral part of any procurement to support OOC's business requirements and ensure that sufficient time is allowed to complete the procurement process.

7.2. Procurement Planning

- (a) OOC business units must provide OOC's procurement department with sufficient advance timing to conduct any procurement including giving consideration for preparation of any procurement documents, tender period, evaluation, and procurement award.
- (b) Prior to any procurement activities, the OOC business unit shall in consultation with OOC procurement department, undertake reasonable 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 OOC approval authorities required.
- (c) Prior to undertaking any procurement of goods and/or services that may result in the release of personal or sensitive information, OOC business unit must conduct a risk assessment that includes a privacy impact assessment and a threat risk assessment. Any information that is to be released must comply with applicable privacy legislation and any OOC privacy policy.
- (d) OOC procurement department will assess the need for legal advice and legal services for any procurement activities.

- (e) OOC procurement department may conduct market research and information gathering (including but not limited to issuing a Request for Information) prior to initiating a procurement process.
- (f) OOC may require the signing of Non-Disclosure Agreements as part of any procurement process including with evaluators and vendors. Any such Non-Disclosure Agreements requirements will be communicated in the procurement documents sent to evaluators and vendors.

7.3. Procurement Value

- (a) Calculating Procurement Value.

When calculating Procurement Value for purposes of determining the appropriate procurement approval authority and procurement method in accordance with Section 8 of this Policy, OOC must consider all costs and benefits associated with entering into contractual relationship with a supplier including but not limited to:

- (i) price/cost of the goods and/or services;
- (ii) one-time costs such as site preparation, delivery, installation, training, and documentation;
- (iii) ongoing operating costs including training, accommodation, support and maintenance;
- (iv) applicable taxes and duties;
- (v) disposition costs;
- (vi) premiums, fees, and commissions;
- (vii) options to renew;
- (viii) any conferred value by OOC to the successful supplier(s) (examples of conferred value include, but are not limited to, the exchange of goods and/or services in return for other goods and/or services.)

- (b) No Procurement Splitting.

OOC must not take any actions to reduce the Procurement Value to avoid any requirements of this Policy. Such actions could include subdividing or splitting projects, procurements or contracts and awarding multiple consecutive contracts to the same vendor.

- (c) Procurement Value Increases.

The original Procurement Value may increase due to factors such as unexpected increases in price or volume. The procuring business unit must ensure that the Procurement Value does not exceed the approval threshold of the original procurement plan / request and/or signatory of the procurement contract, as applicable; and if it does, must obtain approval from the appropriate approval authority based on the updated Procurement Value prior to proceeding with or continuing the procurement.

OOC's business unit must ensure that procurement contracts with vendors

identify a framework for price increases including:

For procurements with contractual provisions regarding commodities, fuel, and food, or other contexts where price fluctuations are typical, business units should include anticipated price increases when calculating the Procurement Value for purposes of determining the appropriate procurement approval authority and procurement method.

OOC procurement department will ensure that applicable procurement contracts with vendors identify the framework for price increases, including:

- Frequency of price increases;
- Allowable amount of increases; and
- Any benchmark used to confirm the price increase

8. PROCUREMENT THRESHOLDS

8.1. Procurement Methods

- (a) Invitational Competitive Procurement - where the thresholds set out in Section 8.2 of this Policy require an Invitational Competitive Procurement process to be used, OOC must conduct the procurement by way of (i) inviting the minimum number of vendors to submit a quotation; or (ii) a VOR that is eligible for OOC to use.
- (b) Open Competitive Procurement – where the thresholds set out in Section 8.2 of this Policy require an Open Competitive Procurement process to be used, OOC must conduct the procurement by way of (i) a publicly posted procurement solicitation ; or (ii) a VOR that is eligible for OOC to use. OOC shall use Electronic Tendering for Open Competitive Procurements.

In the event that an Open Competitive Procurement is unsuccessful (for example, if no vendors meet the mandatory requirements or there are no bids/proposals received), OOC may at its sole discretion:

- Cancel the current procurement and re-issue the Open Competitive Procurement;
 - Cancel the current procurement and issue an Invitational Competitive Procurement for at least two quotes;
 - Undertake a Non-Competitive Procurement
- (c) Direct Award – where the thresholds set out in Section 8.2 of this Policy indicate that a direct award may be used, OOC may engage any vendor for the procurement.
 - (d) Non-Competitive Procurement Request – where the thresholds set out in Section 8.2 of this Policy require an Invitational Competitive Procurement or Open Competitive Procurement process to be used, a Non-Competitive Procurement is only permitted when a written request is approved by the appropriate authority specified in Section 8.2.

A Non-Competitive Procurement request must contain a rationale based on an applicable circumstance set out below:

Applicable Circumstances for Goods, Non-Consulting Services and Consulting

Services:

- (i) Where an unforeseen situation of urgency exists and the Goods, Non-Consulting Services or Consulting Services cannot be obtained by means of a Competitive Procurement process. An unforeseen situation of urgency does not occur where OOC has failed to allow sufficient time to conduct a Competitive Procurement Process.
- (ii) Where Goods, Non-Consulting Services or Consulting Services regarding matters of a 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 OOC confidentiality, cause economic disruption or otherwise be contrary to the public interest.
- (iii) Where a Competitive Procurement Process could interfere with OOC's ability to maintain security or order or to protect human life or health.
- (iv) Where there is an absence of any qualified proposals or quotations, as applicable, in response to a Competitive Procurement Process that has been conducted in compliance with this Policy.
- (v) Where the procurement is in support of Indigenous peoples.
- (vi) Where the procurement is with a public body.
- (vii) Where only one supplier is able to meet the requirements of a procurement in the following circumstances:
 - (x) To ensure compatibility with existing products and services. Compatibility with existing products or services may not be allowable if the reason for compatibility is the result of one or more previous Non-Competitive Procurements.
 - (y) 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.
 - (z) For the procurement of Goods, Non-Consulting Services or Consulting Services the supply of which is controlled by a supplier that has a statutory monopoly.

Additional Applicable Circumstances for Goods and Non-Consulting Services (i.e., NOT applicable to Consulting Services):

- (i) 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.
- (ii) for the purchase of goods on a commodity market
- (iii) licensed lawyers and notaries.
- (iv) financial services – management of financial assets and liabilities including deposit, loan, investment, securities, financial products, and insurance policies.
- (v) services of an expert witness for factual witness used in court or legal proceedings including but not limited to tribunal, mediation, and arbitration actions.
- (vi) for the purchase of goods under exceptionally advantageous circumstances such as bankruptcy or receivership.
- (vii) 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.
- (viii) for a contract to be awarded to the winner of a design contest.
- (ix) for work to be performed on or about a leased building or portions thereof that may be performed only by the lessor.
- (x) for the procurement of subscriptions to newspapers, magazines or other periodicals.
- (xi) for purchase or lease of land or existing buildings.
- (xii) if the goods or services can be supplied only by a particular supplier and no

- reasonable alternative or substitute goods or services exist
- (xiii) employment contracts
- (xiv) non-legally binding contracts

Any other applicable exemption, exception, or non-application under CFTA or CETA may also be used by OOC to support a Non-Competitive Procurement request.

- (e) Vendor of Record Arrangement (VOR)

Where this Policy indicates that a VOR may be used, that is deemed to include any VOR established by another entity whose terms permit it to be used by OOC, including any Government of Ontario VOR (including the VOR for Media Planning and Buying Services for OOC's procurement of advertising, public relations, media and related services), subject to the terms established by that VOR including any required second stage quotation process.

8.2. Procurement Thresholds

The following tables set out the applicable Procurement Value thresholds to determine the required procurement method and approval authorities:

Goods and Non-Consulting Services:

Procurement Value	Minimum # of Vendors	Procurement Approval	Non-Competitive Procurement Approval
\$0 - \$51,000	1 (direct award)	Per DOFMA Part B	Per DOFMA Part B
\$51,001 - \$151,000	2 (Invitational Competitive)	Per DOFMA Part B	Per DOFMA Part B
\$151,001 - \$351,000	3 (Invitational Competitive)	Per DOFMA Part B	Per DOFMA Part B
\$351,001 and up	Open Competitive	Per DOFMA Part B	OOC Board

Consulting Services:

Procurement Value	Minimum # of Vendors	Procurement Approval	Non-Competitive Procurement Approval Level
\$0 - \$121,199	3 (Invitational Competitive)	Per DOFMA Part B	Per DOFMA Part B
\$121,200 - \$999,999	Open Competitive	Per DOFMA Part B	Minister
\$1,000,000 and up	Open Competitive	Per DOFMA Part B	Treasury Board

9. EXECUTION OF PROCUREMENT AND EVALUATION

9.1. Procurement Documents

To enable fair comparison of vendor submissions, procurement solicitation documents must

be in writing and include sufficient details concerning the submission requirements, including a description of the required goods or services, as well as any optional components that are being priced separately, and other relevant details related to the procurement.

9.2. Response Time

OOC shall provide a reasonable period of time for vendors to prepare and submit proposals and, in determining what constitutes a reasonable period of time, OOC shall take into consideration:

- (b) the nature and complexity of the procurement;
- (c) the extent of any subcontracting anticipated; and
- (d) the time necessary for tender;

but in no event will the response times be less than the following:

Procurement Value	Minimum Response Time
\$121,200 - \$351,000	At least fifteen (15) calendar days
\$351,001 or more	*At least thirty (30) calendar days.

*For procurements valued at \$351,001 or more, OOC may reduce the response time to twenty (20) calendar days if it issues a notice of planned procurement more than forty (40) days and up to 12 months in advance of the intended procurement. A notice of planned procurement could include, but is not limited to, a draft RF(x) and/or pre-release notice issued on the designated Electronic Tendering system.

9.3. Evaluation Process

OOC will evaluate all submissions consistently and in accordance with the evaluation criteria, rating and methodology stated in the procurement solicitation documentation.

Following the evaluation process, OOC may select only the highest ranked submission(s) that have met all the mandatory requirements set out in the related procurement document.

9.4. Supplier Debrief

For any Open Competitive Procurements, any unsuccessful suppliers who participated in the procurement may request a debriefing. OOC may provide a debriefing only after the legal agreement between the successful supplier(s) and OOC is completed and signed.

8.5. Socially Responsible Procurements

Local Food Procurement: For any food procurement that is valued less than \$30,300, OOC may support and prefer local businesses.

Ethical Apparel Procurement: For purchases of apparel above \$30,300, OOC may require that the vendor confirm to best of their knowledge that the production of the apparel has complied with all local laws governing labour and working conditions.

8.6. Data Privacy and Security

All OOC procurements which may involve the access, use, disclosure or other processing of any personally identifying information or other sensitive information must be designed to ensure that such information is protected in accordance with industry best data privacy and security practices.

***END**