

 <p>Confederation COLLEGE</p> <p>College Practice</p>	Number: 2-2-01	No. of pages - 34
	Originator:	Purchasing Officer
	Approved By:	College Planning Committee
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	Replaces:	March 23, 2010
Purchasing Practice		

BACKGROUND

As a publicly funded educational institution, Confederation College is committed to a consistent, equitable and transparent procurement approach. It is essential that the College’s business dealings be beyond reproach to audit and public scrutiny. A comprehensive range of purchasing policies and procedures has been developed to ensure appropriate use of College resources through competitive purchasing, maintenance of honesty, integrity and fairness, and protection of the College and employees from implied liability or questions of legal or ethical practice.

Purpose: To identify operating practices associated with competitive quotations, proposals, tendering or purchase by negotiation.

Scope: These procedures apply to all procurement initiatives at the College of significant scope and cost to warrant the initiation by the College of competitive bidding processes.

STATEMENTS

1. Confederation College will endeavor to acquire goods and services at the most favorable terms in accordance with College Purchasing Policies and procedures. Where appropriate, the bidding process may involve quotations, proposals, tendering or purchase by negotiation. The Purchasing Department or designated agent of the College, in consultation with the requisitioning department, is responsible for developing the required quotation, request for proposals, or tendering/bid documents.

To ensure procurement policies/procedures are followed, Purchasing Services must be involved in all considerations for major acquisitions. To ensure objectives are achieved, departments are responsible for clearly defining their needs and quality requirements, assessing what is to be accomplished through the proposed major expenditure(s), and providing this documentation to Purchasing Services. In instances where the lowest price is not the only deciding factor in vendor selection, other evaluation criteria will be determined from (but not limited to) documentation provided to Purchasing. These criteria will be included in the *Request for Proposal*.

2. SEGREGATION OF DUTIES

The following chart illustrates different roles in the Purchasing process. Confederation College has segregated at least three of the five functional procurement roles: Requisition, Budgeting, Commitment, Receipt and Payment. Responsibilities for these roles lie with different departments or, at a minimum, with different individuals.

Roles	Explanation	Who
Requisition	Authorize the supply chain department to place an order	Individual or department requesting the product or service
Budget	Authorize that funding is available to cover the cost of the order	Departmental budget holder or delegates
Commitment	Authorize release of the order to the supplier under agreed-upon contract terms	Purchasing Department
Receipt	Authorize that the order was physically received, correct and complete	Receiving department or individual who has received the goods or service
Payment	Authorize release of payment to the supplier	Accounts Payable department

3. SUPPLY CHAIN CODE OF ETHICS

3.1 The Code does not supersede codes of ethics that Confederation College has in place, but supplements the codes with supply chain-specific standards of practice.

Confederation College formally adopts the Code in accordance with their governance processes. The policy intent is to establish that the conduct of all Members of Confederation College involved with Supply Chain Activities must be in accordance with the Code.

The code is available and visible to all Members of the Confederation College as well as suppliers and other stakeholders involved with Supply Chain Activities.

(see Appendix B – Code of Ethics)

- 3.2 All participants of purchasing activities must act with integrity, professionalism and transparency.
- 3.3 Conduct business with suppliers with honesty and good faith. Provide fair, impartial and equal opportunity to all suppliers.
- 3.4 Information obtained in the purchasing process is used for Confederation College business only. Information must be kept confidential, and should not be divulged to non-Confederation people.

4. CONFLICT OF INTEREST

- 4.1 The purchasing department and any participants of the evaluation of proposals committee must ensure that there is no conflict of interest in any procurement process.
- 4.2 The purchasing or influencing the purchase of equipment or material for Confederation College from a company in which the employee, a member of his/her immediate family, or an individual with whom the employee has a close personal relationship, constitutes a conflict of interest.

- 4.3 Any individual, who is under any circumstances that could or might give a supplier an unfair evaluation during a procurement process, or compromise the ability of a supplier to perform its contractual agreement, should be excused from the procurement process.
- 4.4 Confederation College reserves the right to require all individuals involved in any procurement activity to declare any actual or potential conflict of interest, determine whether any situation constitutes a conflict of interest and prescribe the manner to resolve a conflict.
- 4.5 In the event that a conflict of interest cannot be resolved, it will be referred through the appropriate line of management channels for resolution, up to and including the Vice President, College Services.

5. QUOTATIONS, PROPOSALS, TENDERS REQUIREMENTS

- 5.1 Requests for Proposal (RFP), Request for Tender (RFT) or Expression of Interest and Qualification will be issued by the Purchasing department for goods, services or construction as per Spending Authorization limits, College practice 2-2-05. Requests for quotations will be issued by the departments or Purchasing Services.
- 5.2 An open competitive procurement process must be used for the purchase of all goods and services or construction with a value of \$100,000 (before taxes) and over.

6. POSTING COMPETITIVE PROCUREMENT DOCUMENTS

- 6.1 Appropriate advertising, will be determined by the Purchasing Officer based on the type of procurement method and the nature of the requirement. Methods of advertising can include newspaper advertisement, electronic posting on the College "Purchasing Page" web site and electrical posting services available to the public.
- 6.2 In accordance with Federal "Agreement on Internal Trade" Annex 502.4, where the procurement value is expected to be \$100,000 or greater for goods or services and construction, the College will advertise requirements nationally on an internet tendering service provider via MERX*.
*Note: MERX is an entity that has been contracted by the federal government to operate the Government Electronic Tendering Service (GETS), an online system that advertises government contracting opportunities to potential bidders.
- 6.3 In addition, the college may elect to invite responses from selected or recommended suppliers. The invitation will include information related to the scope of the requirements, terms and conditions associated with response to the invitation, criteria of evaluation and all other known elements of information required under the duty of full disclosure.

7. REQUEST FOR INFORMATION (RFI)

- 7.1 A response to a RFI or FREI will not pre-qualify a potential supplier and will not influence their chances of being the successful proponent on any subsequent opportunity.

8. SUPPLIER PRE-QUALIFICATION

- 8.1 The Request for Supplier Qualification (RFSQ) enables Confederation College to gather information about supplier capabilities and qualifications in order to pre-qualify suppliers for an immediate product or service need or to identify qualified candidates in advance of expected future competitions.

Terms and conditions of the RFSQ document must contain language that disclaims any obligation of Confederation College to call on any supplier to provide goods or services as a result of pre-qualification. Prequalification will only need to be used if applicable.

9. TIMELINES FOR POSTING COMPETITIVE PROCUREMENTS

- 9.1 The college will provide suppliers a minimum response time of 15 days, ensuring that the closing date will be set on a normal working day.
- 9.2 Confederation College will consider providing suppliers a minimum response time of 30 calendar days for procurements of high complexity, risk, and/or dollar value.
- 9.3 All Addenda must be issued at least 7 days prior to the closing date. If an addendum is issued within 7 days of the closing date, the closing date should be extended accordingly.
- 9.4 All Bids must be received before or on the closing date. Any bids received after the closing date/time, will not be accepted and will be returned to the supplier.

10. BID RECEIPT

- 10.1 Bid submission date and closing time will be clearly stated in our competitive procurement documents. The closing date is to be set on a normal working day. (Monday to Friday, excluding provincial and national holidays.)

11. EVALUATION CRITERIA

- 11.1 The evaluation criteria for proposals will be determined before submittal of the proposal by the user department and Purchasing Services. In most cases, The Purchasing Officer will be the evaluation committee facilitator.
- 11.2 Proposals will clearly outline mandatory, rated, and other criteria that will be used to evaluate submissions, including weight of each criterion.
- 11.3 Mandatory criteria (e.g., technical standards) should be kept to a minimum to ensure that no bid is unnecessarily disqualified.
- 11.4 Maximum justifiable weighting must be allocated to the price/cost component of the evaluation criteria.
- 11.5 All criteria must comply with Section 15, Non-discrimination.
- 11.6 The evaluation criteria are to be altered only by means of addendum to the competitive procurement documents.

- 11.7 If alternative strategies or solutions are requested then establish criteria must be provided prior to commencement of the competitive procurement process. Alternative strategies or solutions will not be considered unless they are explicitly requested in the competitive procurement documents.

12. EVALUATION PROCESS DISCLOSURE

- 12.1 Proposal documents will fully disclose the evaluation methodology and process to be used in assessing submissions, including the method of resolving tie score.
- 12.2 Proposal documents will state that submissions that do not meet the mandatory criteria will be disqualified.

13. EVALUATION TEAM

- 13.1 Proposals will be evaluated by a selection committee comprised of employee(s) from the user department plus any other employee deemed necessary.
- 13.2 Evaluation team member will be made aware of the restrictions related to utilization and distribution of confidential and commercially sensitive information collected through the competitive procurement process and refrain from engaging in activities that may create or appear to create a conflict of interest.
- 13.3 Evaluation team members must sign a conflict-of-interest declaration and non-disclosure of confidential information agreement. (see Appendix E–Evaluation Team Non-Disclosure Agreement)
- 13.4 The proposal Evaluator Handbook (Appendix F) is provided to each member of the evaluation team with guidelines to help them in the process. The Purchasing Officer will have overall responsibility for all matters involving the procurement and its procedures.
- 13.5 Each evaluation team member must complete an evaluation matrix, rating each of the submissions. Records of evaluation scores must be retained for audit purposes.
- 13.6 Evaluators must ensure that everything they say or write about submissions is fair, factual, and fully defensible.

14. SELECTION PROCESSES

- 14.1 All qualified bidders will be evaluated according to the same criteria and process. The criteria will be predefined by the College and included in the College's proposal documentation. Proposals will not be opened publicly unless determined by the College that a public opening is appropriate.
- 14.2 The submission that receives the highest evaluation score and meets all mandatory requirements set out in the proposal document will be declared the winning bid.
- 14.3 Selection of vendor on a tender is not only based on price alone. It is also based on any additional factors related to the tender.
- 14.4 The College reserves the right to conduct discussion with selected bidders for the purpose of "purchase by negotiation" in certain circumstances such as (but

not limited to) The lowest bid received substantially exceeds the estimated cost of the goods, limited or reduced project funding, change in scope unknown at the time of the bid request, etc.

14.5 In case of a tie bid between responsible bidders with substantially equal qualifications, the tie bidders may be invited to resubmit written bids below their original bid. In the alternative, the tie may be decided by lot, or all bids may be rejected and new bids solicited.

14.6 Confederation College will not discriminate or exercise preferential treatment in awarding a contract to a supplier as a result of a competitive procurement process.

15. NON-DICRIMINATION

Confederation College must not discriminate or exercise preferential treatment in awarding a contract to a supplier as a result of a competitive procurement process.

16. EXECUTING THE CONTRACT

16.1 An agreement notice will be signed by the successful vendor and purchasing services.

16.2 The proposal or tender documents are considered the contract but in some cases a formal written contract may be required.

16.3 Where an immediate need exists for goods or services, and the College and the supplier are unable to finalize the contract as described above, an interim purchase order may be used. The justification of such decision must be documented and approved by the appropriate authority.

17. ESTABLISHING THE CONTRACT

17.1 The contract must be finalized using the form of agreement that is stated in the procurement documents.

17.2 In circumstances where an alternative procurement strategy has been used (i.e., a form of agreement was not released with the procurement document), the agreement between the College and the successful supplier must be defined formally in a signed written contract before the provision of supplying goods or services commences.

18. TERMINATION CLAUSES

18.1 Termination and cancellation clauses must be stated in the procurement documents.

18.2 When conducting complex procurements, appropriate clauses that permit cancellation or termination at critical project life-cycle stages should be considered.

18.3 In some cases legal advice should be considered on termination clauses.

19. LENGTH OF CONTRACT AND TERM OF AGREEMENT MODIFICATIONS

- 19.1 To ensure that the prices paid for major purchases are competitive, as well as to give all potential suppliers a fair opportunity to obtain Confederation College's business, the time length of a contract with the same vendor/supplier is limited to a maximum of five years (three years contract plus two one-year extensions). After five years, the contract has to be sent out for a competitive procurement process. Please see 19.2 for some exceptions to the length of contract.
- 19.2 In some cases such as a collective contract agreement signed by College Consortium or a contract with a vendor for ancillary services, the length of contract period may not be limited to the five-year cycle.
- 19.3 The term of the agreement and any options to extend the agreement must be set out in the competitive procurement documents. An approval by an appropriate authority must be obtained before executing any modifications to the term of agreement.
- 19.4 Extending the term of agreement beyond that set out in the competitive procurement document amounts to non-competitive procurement where the extension affects the value and/or stated deliverables of procurement. A completed signed Non-Competitive Approval Form would be required.
- 19.5 Purchasing contracts spanning more than one year must use the total multi-year dollar amount in determining the competitive purchasing practice (i.e. tender, RFP, etc.). Purchasing Services will maintain a list of multi-year contracts noting when each is due for re-tendering. Purchasing Services will notify the appropriate department in a timely fashion so as to effectively re-tender.

20. NOTIFICATION TO UNSUCCESSFUL VENDORS AND DEBRIEFING (FOR PROCUREMENT VALUED AT \$100,000 OR MORE)

- 20.1 All unsuccessful suppliers will be advised in the award notification letter of the successful vendor.
- 20.2 Award notifications will be posted electronically on the College website and Merx after an agreement is executed with the successful supplier. This posting will list the successful supplier, agreement start and end dates, and any extension options.
- 20.3 For procurements valued at \$100,000 or more, we will inform unsuccessful suppliers in the procurement documents about their entitlement to a debriefing.
- 20.4 Unsuccessful suppliers will have 60 calendar days following the date of the contract award notification to request a debriefing.

21. NON-COMPETITIVE PROCUREMENT

- 21.1 Confederation College will employ a competitive procurement process to achieve optimum value for money. It is recognized, however, that special circumstances may require organizations to use non-competitive process.
- 21.2 Confederation College may utilize non-competitive procurement only in situations outlined in the exemption, exception, or non-application clauses of

the AIT or other trade agreements. (See appendix H – Non-Application clauses)

21.3 **SINGLE SOURCING**

Confederation College may conduct non-competitive procurement in the circumstances listed below (also known as single-source situations); provided that they do not do so for the purposes of avoiding competition between suppliers or to discriminate against suppliers:

- 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 a contract is to be awarded under a cooperation agreement that is financed, in whole or in part, by an international cooperation organization, only to the extent that the agreement between the entity and Confederation College includes rules for awarding contracts that differ from the obligations set out in the Directive;
- Where construction materials are to be purchased and it can be demonstrated that transportation costs of 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.

21.4 **SOLE SOURCING**

Where only one supplier is able to meet the requirements of procurement, Confederation College may conduct non-competitive procurement in the circumstance listed below (also known as sole-source situations) provided that they do not do so for purposes of avoiding competition between suppliers or to discriminate against suppliers:

- To ensure compatibility with existing products, to recognize exclusive right, 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;
- For the purchase of goods on a commodity market;
- 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 a contract to be awarded to the winner of a design contest;
- For the procurement of a prototype of a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases;
- For the purchase of goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases;
- For the procurement of original works of art;
- For the procurement of subscriptions to newspapers, magazines or other periodicals; and
- For the procurement of real property.

21.5 To establish such circumstance, the ordering department must provide Purchasing Services with a non-competitive approval form (Appendix F), identifying the unique and/or exceptional situation of the acquisition, which prevents obtaining alternative pricing. This non-competitive approval form must be signed by the requisitioner, budget holder, Purchasing Services department and Vice President, College Services, if it is deemed necessary.

22. MANAGING THE CONTRACT

22.1 To ensure that contracts are managed responsibly and effectively:

- Accounts payable and the managing department must ensure that payments made are in accordance with provisions of the contract. Any overpayments must be recovered in a timely manner;
- The managing department will properly document assignments, and;

- Suppliers performance must be managed and documented, and any performance issues must be addressed. Purchasing Services is to be kept informed of these issues and all documentation sent to Purchasing Services.
- 22.2 To manage disputes with the supplier throughout the life of the contract, a dispute resolution is to be provided in the contract
- 22.3 For services, Confederation College must:
- Establish clear terms of reference for the assignment. The terms should include objectives, background, scope, constraints, staff responsibilities, tangible deliverables, timing, progress reporting, approval requirements, and knowledge transfer requirements.
 - Establish expense claim and reimbursement rules compliant with the Broader Public Sector Expenses Directive and ensure all expenses are claimed and reimbursed in accordance with these rules.
 - Ensure that expenses are claimed and reimbursed only where the contract explicitly provides for reimbursement of expenses.

23. PROCUREMENT RECORDS RETENTION

- 23.1 All competitive procurement documents for formal procurement processes must be filed with the Purchasing Department who will keep them in a recoverable form for a period of seven years from end of contract . All originals copies are kept in the limited access Purchasing Department files that remain in the administrative area that is locked during non-business hours. At the end of the procurement process all copies not required will be shredded.
- 23.2 Departments obtaining quotes and correspondence must retain records for a period of seven years after completion of the contract.

24. BID DISPUTE RESOLUTION

Competitive Procurement documents will outline bid dispute resolution procedures to ensure that any dispute is handled in an ethical, fair, reasonable and timely fashion. Bid dispute resolution procedures must comply with bid protest or dispute resolution procedures set out in the applicable trade agreements.

Confederation College will determine what approach is most suitable for each procurement. **(See Appendix I Bid Dispute Resolution Types)**

ATTACHMENTS

Appendix A - Definitions

Appendix B - Code of Ethics

Appendix C - Conflict of Interest Declaration (evaluation team member)

Appendix D - Evaluation Team Non-Disclosure Agreement

Appendix E - Evaluator Handbook

Appendix F - Non-Competitive Approval-Form

Single/Sole Sourcing Approval Form (on back of Non-Competitive Approval-Form)

Appendix G - Non-Application Clauses

Appendix H - Bid Dispute Resolution Types

APPENDIX A



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.

"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.

"Chief Executive Officer" means the head of operations at Organizations.

"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.

"Consultant" means a person or entity that under an agreement, other than an employment agreement, provides expert or strategic advice and related services for consideration and decision-making.

“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.

“Designated broader public sector organization” means an Organization to which section 12 of the *Broader Public Sector Accountability Act, 2010* applies.

“Electronic Tendering System” means a computer-based system that provides suppliers with access to information related to open competitive procurements.

“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” 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.

“Organizations” means all organizations listed in Application and Scope, Section 2.

“Information Technology” means the equipment, software, services and processes used to create, store, process, communicate and manage information.

“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-discrimination” means fairness in treating suppliers and awarding contracts without prejudice, discrimination or preferred treatment.

“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 Card (P-Card)” means an organizational credit card program primarily

used for low-cost, non-inventory, non-capital items, such as office supplies. The card allows procurement or field employees to obtain goods and services without going through the requisition and authorization procedure. P-cards may be set up to restrict use to specific purchases with pre-defined suppliers or stores, and offer central billings.

“Procurement Policies and Procedures (PPP)” means a framework and mandatory requirements to govern how Organizations conduct sourcing, contracting and purchasing activities, including approval segregation and limits, competitive and non-competitive procurement, conflict of interest and contract awarding.

“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.

“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.

APPENDIX B



Confederation

COLLEGE

Purchasing Services

Code of Ethics

Goal: To ensure ethical, professional and accountable procurement activities at Confederation College.

1. Personal Integrity and Professionalism

All individuals involved with purchasing or other supply chain-related activities must act, and be seen to act, with integrity and professionalism. Honesty, care and due diligence must be integral to all purchasing activities within and between the college, suppliers and other stakeholders. Respect must be demonstrated for each other and for the environment. Confidential information must be safeguarded. All participants must not engage in any activity that may create, or appear to create, a conflict of interest, such as accepting gifts or favours, providing preferential treatment, or publicly endorsing suppliers or products.

2. 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.

3. Compliance and Continuous Improvement

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

APPENDIX C**CONFLICT OF INTEREST DECLARATION**

This conflict of Interest Declaration is in addition to the Conflict of Interest Policy dated April 22, 2009.

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

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

I, the undersigned, declare that I, and/or any member of my immediate family, do not have a Conflict of Interest, as such term is defined above and in the Conflict of Interest Policy, with respect to the following procurement:

Proposal Number Reference:

Proposal Title:

Including without limitation any Interest in connection with any of the companies or parent companies, or any of the products, this may be discussed during this procurement process.

Signature

Date

Print Name

APPENDIX D

**Evaluation Team Non Disclosure Agreement****TO BE COMPLETED BY EACH PROCUREMENT EVALUATION TEAM MEMBER****RE: [RFP Number and Title]**

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

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

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

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

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

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

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

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

 Signature

Print Name

Date

Please return to **[Procurement Lead]** Thank you.

APPENDIX E



Evaluator Handbook For Proposal

Evaluation Team Lead:

**Susan Mendes
Purchasing Services
807-475-6500**

Introduction

Thank you for agreeing to participate on the Evaluation Team to review proponent proposals. We appreciate and value your commitment and participation on this initiative.

This document outlines the evaluation process and your role and responsibilities as an evaluator. If you have questions after reading this document, please contact **Susan Mendes**.

Goals

By issuing this RFP, **Confederation College of Applied Arts and Technology** intends to select a supplier that, through the evaluation process of this RFP, is found to be the best qualified based on rated criteria and most suitable to provide the goods or services to meet the requirements of **Confederation College**

At the conclusion of the evaluation process **Confederation College** will enter into a contractual Agreement with supplier for the provision of these goods and services.

Evaluation Process / Principles of Evaluation

The proposal evaluation process must adhere to the following principles:

Defensible

- A clear and logical process must be rigorously applied.

Transparent

- Evaluators should conduct assessments individually and independently from other team members and must clearly document their findings in the scoring sheet. Findings must be converted to numeric scores so that there are both a qualitative and a quantitative summary of each proposal. Each Evaluator must clearly document all comments/findings to ensure integrity of the procurement process, as this documentation may be used to debrief proponents. Additionally, evaluation sheet are subject to the Freedom of Information and Protection of Privacy Act (FIPPA) and in this regard can be requested through a Freedom of Information (FOI) request; and
- The submission that receives the highest evaluation score and meets all mandatory requirements set out in the competitive procurement document must be declared the winning bid.

Integrity

- The process should be objective
 - Evaluators must declare all existing and potential conflicts of interest
 - Evaluators must sign a declaration attesting that all existing and potential conflicts of interests were disclosed.
- Confidentiality and security must be ensured:
 - **Evaluators are not to discuss the evaluation with each other prior to the evaluation team meeting.**

- **Evaluators are not to discuss the evaluation with anyone outside the Evaluation Team.**
- Evaluation process must be objective and fair
 - Only material submitted as part of the RFP submission and material obtained by formal clarification can be evaluated;
 - No communication with proponents is allowed. Evaluators must sign a Non Disclosure Agreement to this effect, and must maintain that condition during and after the RFP process; and
 - All bids must be treated in the same manner and given equal consideration.

Documented

- The process must be documented to support selection of the ultimate proponent and to facilitate debriefing of unsuccessful proponents if requested by the vendors;
- All documentation must be clear and concise to facilitate future scrutiny such as audits and requests through an FOI application; and
- The process and results must be summarized, documented and retained for future public scrutiny.

Note: Evaluation sheets are reviewed and held by Purchasing Services as the custodian of the official procurement file.

Stages of Proposal Evaluation

Review Mandatory Requirements

Each proponent's written submission must comply with all the mandatory requirements as set out in the RFP. Proposal submissions that do not comply with any of the mandatory requirements should be disqualified and not evaluated further. The Purchasing officer is to conduct this part of the Evaluation Process.

Once each evaluation team members scores the proponents individually for all sections except the cost and submits, and purchasing has assigned the score for costs (based on prorata points based on percentage higher than the lowest score); an evaluation team meeting will be held for everyone to review the final points totals chart by vendor. Final review will be done to disclose that all proponents met minimum requirements (or alternately, which ones did not meet minimum requirements, and therefore will be disallowed). The highest score (meeting mandatory requirements) will be (and must be) declared the winner.

Scoring the Rate Bid Form or Pricing

Purchasing officer will assign the allocating points for pricing.

Cumulative Score

Cumulative Score	Weighting (Points)
Rated Criteria	XX points
Rate Bid Form/Pricing	XX points
Total Available Points	XXX points

Tie Scores

There must be clear winner to support award recommendation. If there is no clear winner (tied score between proponents), **purchasing services** must follow the tie-break procedures as defined in the RFP.

Scoring Method

Rated criteria have been developed for this evaluation and have been detailed in evaluation sheet. Scores are not to have more than one decimal place (ie. 4.5). The rated criteria are similar to the published criteria in the RFP. The process for scoring these criteria is outlined below.

In applying scores through the evaluation process, evaluators should note that proposals are evaluated against the Evaluation Team's expectations of what are acceptable responses to the criteria. The following image describes the characteristics attributable to particular scores and is **inserted as an example of acceptable evaluation responses**.

CRITERIA	%	
	Score	Out of
Qualifications and Experience		
History/resumes of personnel in working on similar projects including Post secondary. Depth of team and knowledge	18	25
Project Skills		
Experience in the development of websites (proven), project management examples and skills. Showcase of tools for such	17	20
Accessibility (VCAG/AODA) Section 2.61		
Understanding of legislation and requirements moving forward	2	5

Each Evaluator must maintain working notes of their evaluation on their individual scoring sheet noting positive/negative attributes and general comments for each criterion. The purchasing officer will produce a summary showing the scoring allocated to each submission.

Questions and Answers during the Evaluation Period

Evaluators may request clarification at any time during the evaluation period by forwarding questions to the Procurement Lead who will ensure that the question is answered by a subject matter expert and made available to all Evaluation Team members.

Responsibilities of Evaluators

Individual Scoring of Proposals must adhere to the following:

1. Review the RFP and addenda/attachments fully and thoroughly, with particular focus on the evaluation criteria.

2. Review proposals, assign points and write corresponding comments to support each individual score. Comments are necessary to support your evaluation and will be used to conduct debriefings with unsuccessful proponents. Minimal comments and incomplete sentences are insufficient and may leave the impression that due diligence was not applied during the evaluation. Evaluation score sheets can potentially be requested through a Freedom of Information (FOI) request.

Note: Each Evaluator could be requested to justify their comments at a later date.

3. Evaluate proposal for content and not style. Presentation styles will vary from expensive glossy to straightforward letter proposals. It is critical that the focus be on content only and in accordance with the pre-established evaluation criteria as set out in the RFP document.
4. Assess each proposal independently of the other submissions. Rate compliance with each criterion separately. Evaluators should not compare submittals but evaluate each proposal on an individual basis according to the evaluation criteria.
5. Review all information in the proposal. If the Evaluators find information in the proposal, but not where it is technically supposed to be located, they must take the information into account.
6. Proponents' responses are to be scored solely on whether they answer the RFP the way they were instructed and whether they provide an adequate solution.
7. Evaluators must sign their final individual scoring sheets.
8. After the individual portion of the evaluation has been completed, Evaluators will meet to discuss their scores, responses, and clarify inconsistencies. These scores will be added and divided by the number of evaluators to produce final score. Weighted scores will be added to determine the final score for each proponent in the rated criteria section. The submission that receives the highest evaluation score (total) and meets all mandatory requirements set out in the competitive procurement document must be declared the winning bid.
9. The purchasing officer will prepare summary evaluation sheets.

Proposal Information Clarifications

If the Evaluation Team determines that information supplied by a proponent requires clarification, the question should be formulated in writing. All contact with proponents for the purpose of obtaining clarification will be through the Procurement officer in conjunction with the appropriate legal counsel, if required. **Under no circumstances may a member of any Evaluation Team contact any proponent directly to obtain clarifications on a proposal.**

Completion of Scoring Sheets

After completion of the evaluation, all summary material and individual Evaluators' notes must be collected (please ensure that the scoring sheets are legible) and presented to the Facilitator. Working papers/records of the evaluation process must be assembled to ensure that a thorough audit trail is established. All Evaluators must sign and date the front cover of all of their Scoring Sheets. The Scoring sheets will be provided at a later time.

APPENDIX F



Non-Competitive Approval-Form

Briefing Note

To: xxxxxxx, Vice President – College Services

From: xxxx, Title, Department

Date: xxxx

Subject: Single or Sole Sourcing Approval Sign-Off

COMPANY:	
REQUISITION #	PURCHASE ORDER#

Background

Explanation of the product or service (what it is, how it is used, where it is used, why it is needed, who made the request) and how it fits with organizational objectives. Describe the circumstances that have created this situation. Describe any risks or implications.

Justification

Explain why approval is requested for a single or sole sourcing award. Need to clearly explain why bypassing the competitive process is necessary and justify why this exception is required. Provide details on what due diligence was performed to confirm the situation.

If this is a renewal, explain how the original decision was made (i.e., how this product or service was selected).

Actions Taken

Explain the cost/benefit analysis (if applicable) including details of the value proposition for the organization given the single/sole sourcing circumstances.

Required Timing

State when the product or service is required (helps to ensure sign-offs completed in time).

Please attach the Non-Competitive Approval-Form signed by Supervisor and Procurement before Vice President of College Services signs-off



Non-Competitive Approval-Form – Goods and Non-Consulting Services

1. Identify non-competitive procurement type: Sole Sourcing Single Sourcing
2. What are you procuring: Goods Non-Consulting Services
3. Specify the exception code: _____ (see attached Appendix - Exception Codes)
4. Total Procurement Value: _____ Contract Base Term & Extension _____
5. Name of Recommended Supplier: _____
6. Has the Recommend Supplier previously received a non-competitive award? _____
7. Has the requesting Department previously asked for a non-competitive award? _____
8. Goods: a) Is the recommended supplier the manufacturer? Yes No N/A
 b) Does the manufacturer sell the item(s) through distributors? Yes No N/A
9. Services: Is there a ceiling on the contract value? Yes No

ACKNOWLEDGEMENT

I am aware of the Organization's competitive procurement process and criteria for approving Single and Sole Sourcing. I am comfortable the necessary due diligence has been conducted to support the recommendation. I have fairly and clearly outlined the background, justification, actions taken and required timing of this purchase in the briefing note.

Briefing note prepared by: Name: _____

Title: _____ Department: _____

Signature: _____ Date: _____

APPROVAL SIGNATURES

First Sign-Off: Supervisor/Manager

Name: _____ Signature: _____ Date: _____

Second Sign-Off: Purchasing Services

Name: _____ Signature: _____ Date: _____

Vice President – College Services

Name: _____ Signature: _____ Date: _____



Single/Sole Sourcing Approval Form – Exception Codes

<u>Sole Source</u>	<u>Single Source</u>
<p>Where only one supplier is able to meet the requirements of a procurement, Organizations may conduct non-competitive procurement in the circumstances listed below (also known as sole source situations) provided that they do not do so for the purposes of avoiding competition between suppliers or in order to discriminate against suppliers:</p> <p>a) To ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licences, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative;</p> <p>b) 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;</p> <p>c) For the procurement of goods or services the supply of which is controlled by a supplier that is a statutory monopoly;</p> <p>d) For the purchase of goods on a commodity market;</p> <p>e) For work to be performed on or about a leased building or portions thereof that may be performed only by the lessor;</p> <p>f) For work to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work;</p> <p>g) For a contract to be awarded to the winner of a design contest;</p> <p>h) For the procurement of a prototype of a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases;</p> <p>i) For the purchase of goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases;</p> <p>j) For the procurement of original works of art;</p> <p>k) For the procurement of subscriptions to newspapers, magazines or other periodicals; and</p> <p>l) For the procurement of real property.</p>	<p>Organizations may conduct non-competitive procurement in the circumstances listed below (also known as single source situations); provided that they do not do so for the purposes of avoiding competition between suppliers or in order to discriminate against suppliers.</p> <p>a) Where an unforeseeable situation of urgency exists and the goods or services cannot be obtained in time by means of open procurement procedures;</p> <p>Failure to plan and allow sufficient time for a competitive procurement process does not constitute an unforeseeable situation of urgency.</p> <p>b) 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;</p> <p>c) Where a contract is to be awarded under a cooperation agreement that is financed, in whole or in part, by an international cooperation organization, only to the extent that the agreement between the entity and the organization includes rules for awarding contracts that differ from the obligations set out in the Directive;</p> <p>d) Where construction materials are to be purchased and it can be demonstrated that transportation costs or technical considerations impose geographic limits on the available supply base, specifically in the case of sand, stone, gravel, asphalt, compound and pre-mixed concrete for use in the construction or repair of roads;</p> <p>e) 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</p> <p>f) In the absence of a receipt of any bids in response to a call for proposals or tenders made in accordance with the Directive.</p>



Non-Competitive Approval Form-Consulting

Briefing Note

To: President/Board of Governors

From: xxxx, Title, Department

Date: xxxx

Subject: Single or Sole Sourcing Consulting Approval Sign-Off

COMPANY:

REQUISITION #

PURCHASE ORDER#

Background

Explanation of the product or service (what it is, how it is used, where it is used, why it is needed, who made the request) and how it fits with organizational objectives. Describe the circumstances that have created this situation. Describe any risks or implications.

Justification

Explain why approval is requested for a single or sole sourcing award. Need to clearly explain why bypassing the competitive process is necessary and justify why this exception is required. Provide details on what due diligence was performed to confirm the situation.

If this is a renewal, explain how the original decision was made (i.e., how this product or service was selected).

Actions Taken

Explain the cost/benefit analysis (if applicable) including details of the value proposition for the organization given the single/sole sourcing circumstances.

Required Timing

State when the product or service is required (helps to ensure sign-offs completed in time).

Please attach the Non-Competitive Approval-Form signed by Supervisor and Procurement before President/Board of Governors signs-off



Single/Sole Sourcing Approval Form – Exception Codes

<u>Sole Source</u>	<u>Single Source</u>
<p>Where only one supplier is able to meet the requirements of a procurement, Organizations may conduct non-competitive procurement in the circumstances listed below (also known as sole source situations) provided that they do not do so for the purposes of avoiding competition between suppliers or in order to discriminate against suppliers:</p> <p>m) To ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licences, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative;</p> <p>n) 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;</p> <p>o) For the procurement of goods or services the supply of which is controlled by a supplier that is a statutory monopoly;</p> <p>p) For the purchase of goods on a commodity market;</p> <p>q) For work to be performed on or about a leased building or portions thereof that may be performed only by the lessor;</p> <p>r) 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;</p> <p>s) For a contract to be awarded to the winner of a design contest;</p> <p>t) For the procurement of a prototype of a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases;</p> <p>u) For the purchase of goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases;</p> <p>v) For the procurement of original works of art;</p> <p>w) For the procurement of subscriptions to newspapers, magazines or other periodicals; and</p> <p>x) For the procurement of real property.</p>	<p>Organizations may conduct non-competitive procurement in the circumstances listed below (also known as single source situations); provided that they do not do so for the purposes of avoiding competition between suppliers or in order to discriminate against suppliers.</p> <p>g) Where an unforeseeable situation of urgency exists and the goods or services cannot be obtained in time by means of open procurement procedures;</p> <p>Failure to plan and allow sufficient time for a competitive procurement process does not constitute an unforeseeable situation of urgency.</p> <p>h) 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;</p> <p>i) Where a contract is to be awarded under a cooperation agreement that is financed, in whole or in part, by an international cooperation organization, only to the extent that the agreement between the entity and the organization includes rules for awarding contracts that differ from the obligations set out in the Directive;</p> <p>j) 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;</p> <p>k) 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</p> <p>l) In the absence of a receipt of any bids in response to a call for proposals or tenders made in accordance with the Directive.</p>

APPENDIX G



NON-APPLICATION CLAUSES

Where a non-application clause exists under the Agreement on Internal Trade (AIT) or other trade agreement, Organizations may apply this clause as the basis for conducting non-competitive procurement.

As of April 1, 2011, the above-mentioned non-application clauses of the AIT are outlined below. Organizations are required to comply with any amendments to the trade agreements approved after release of the Directive.

- Procurement of goods intended for resale to the public;
- Contracts with a public body or a non-profit organization;
- Procurement of goods and services purchased on behalf of an entity that is out of scope of the Directive;
- Procurement from philanthropic institutions, prison labour or persons with disabilities;
- Procurement of any goods the inter-provincial movement of which is restricted by laws not inconsistent with the trade agreements;
- Procurement of goods and services that is financed primarily from donations that are subject to conditions that are inconsistent with the Directive;
- Procurement of goods and services related to cultural or artistic fields and computer software for educational purposes;
- Procurement of services that in Ontario may, by legislation or regulation, be provided only by any of the following licensed professionals: medical doctors, dentists, nurses, pharmacists, veterinarians, engineers, land surveyors, architects, accountants, lawyers and notaries;
- Procurement of services of financial analysts or the management of investments by organizations who have such functions as a primary purpose;
- Procurement of financial services respecting the management of financial assets and liabilities (i.e., treasury operations), including ancillary advisory and information services, whether or not delivered by a financial institution;
- Procurement of goods and services for use outside Canada as well as construction work done outside Canada; and
- Health services and social services.

EXCEPTIONS FROM COMPETITIVE PROCUREMENTS

Where an exception clause exists under the Agreement on Internal Trade (AIT) or other trade agreement, Organizations may apply this clause as the basis for conducting non-competitive procurement.

An Organization asserting that procurement is subject to an exception clause under a trade agreement must formally establish applicability of this clause.

Taken from the Broader Public Sector Procurement Directive Implementation Guidebook

Issued by Ministry of Finance
April 2011

APPENDIX H**BID DISPUTE RESOLUTION TYPES**

There are a number of approaches that Organizations can use to resolve bid disputes.

While the three key approaches are described below, Organizations will determine what methods will be most suitable for each procurement.

Negotiation

Negotiation is a voluntary and usually informal process in which parties identify issues of concern, explore options for resolution of the issues and search for a mutually acceptable agreement to resolve the issues raised. The disputing parties may be represented by lawyers in negotiation. Negotiation is different from mediation in that there is no neutral individual to assist the parties negotiate.

Mediation

Mediation is a private process, where a neutral third person, called a mediator, helps the parties discuss and try to resolve the dispute. The parties have the opportunity to describe the issues; discuss their interests, understandings and feelings; provide each other with information; and explore ideas for the resolution of the dispute. The process remains "voluntary" in that the parties are not required to come to an agreement.

The mediator does not have the power to make a decision for the parties, but can help the parties find a mutually acceptable resolution. The only people who can resolve the dispute in mediation are the parties themselves.

Arbitration

Arbitration is a private process where disputing parties agree that one or several individuals can make a decision about the dispute after receiving evidence and hearing arguments. Arbitration is different from mediation because the neutral arbitrator has the authority to make a decision about the dispute.

The arbitration process is similar to a trial in that the parties make opening statements and present evidence to the arbitrator. After the hearing, the arbitrator issues an award.

The arbitration process may be either binding or non-binding. When arbitration is binding, the decision is final, may be enforced by a court and may only be appealed on very narrow grounds. When arbitration is non-binding, the arbitrator's award is advisory and can be final only if accepted by the parties.

Bid Dispute Resolution Advantages

Dispute resolution processes may prove to be faster and more cost efficient than the traditional legal process. Certain processes can provide the involved parties with greater involvement in reaching a solution, as well as more control over the outcome of the dispute.

Structuring Bid Dispute Resolution Process

Dispute resolution processes are not mutually exclusive. To resolve certain disputes, a number of different resolution approaches may be used in sequence. An example of such sequence is presented below.

An agreement notice will be signed by the successful vendor and Purchasing Services.

