



CORPORATE POLICY

CONTRACTING AND PROCUREMENT SERVICES

**No.: 01566
(ADM V 110)**

NOTE: This policy combines and replaces previous policies Purchasing (00219) and Tendering (00221)

ISSUED BY:
Finance – Contracting & Procurement Services

IMPLEMENTATION DATE: 2016/04/01

APPROVED BY: Senior Management Committee

DATE OF APPROVAL: 2016/01/16

RESPONSIBLE VP:
EVP Finance and Business Development (CFO)

REVISION HISTORY: 2013/05/01,
2009/05/06, 1998/11/05

POLICY STATEMENT:

The Ottawa Hospital (TOH) will conduct its contracting and procurement services based on the five key principles of the Ontario Broader Public Sector Procurement Directives (BPSPD) that allow organizations to achieve value for money while following a procurement process that is fair and transparent. The five key principles are:

Accountability – Organizations must be accountable for the results of their procurement decisions and the appropriateness of the processes.

Transparency – Organizations must be transparent to all stakeholders. Wherever possible, stakeholders must have equal access to information on procurement opportunities, processes and results.

Value for Money – Organizations must maximize the value they receive from the use of public funds. A value-for-money approach aims to deliver goods and services at the optimum total lifecycle cost.

Quality Service Delivery – Front line services provided by Organizations, such as teaching and patient care, must receive the right product, at the right time, in the right place.

Process Standardization – Standardized processes remove inefficiencies and create a level playing field.

In accordance with this mandate, every effort is made to obtain best value while providing quality service delivery within the context of strong internal controls and standardized procurement processes.

This is a controlled document prepared solely for use at The Ottawa Hospital (TOH). TOH accepts no responsibility for use of this material by any person or organization not associated with TOH. No part of this document may be reproduced in any form for publication without permission of TOH. A printed copy may not reflect the current electronic document and should be checked against the one on the TOH Intranet.

In an effort to meet these requirements, TOH operates a centralized Contracting and Procurement Service.

TOH uses public funds to procure goods, services, equipment and construction required for the provision and support of patient care. TOH shall act in accordance with any and all legislative requirements that govern hospital procurement practices in the Province of Ontario. These include and are not limited to the Broader Public Sector Accountability Act (BPSAA) and the related procurement directives, the Accessibility for Ontarians Disability Act and all other common law contract requirements.

SCOPE:

This policy applies to all TOH employees and clinicians for any acquisitions where public monies are used.

DEFINITIONS:

Advance Contract Award Notification (ACAN) - A public notice indicating to the supplier community that a public sector organization (such as The Ottawa Hospital) intends to award a contract for goods or services to a pre-identified supplier, thereby allowing other Suppliers to signal their interest in bidding, by submitting a statement of capabilities. If no Supplier submits a Statement of Capabilities that meets the requirements set out in the ACAN, on or before the closing date stated in the ACAN, the organization may then proceed with the award to the pre-identified Supplier.

Agreement on Internal Trade - The Agreement on Internal Trade is an intergovernmental agreement between the federal government and the provinces and territories to reduce and eliminate barriers to free movement of people, goods, services and investments within Canada. Under the Agreement, these governments have agreed to apply the principles of non-discrimination, transparency, openness and accessibility with respect to their procurement opportunities and those of their municipalities and municipal organizations, school boards and publicly funded academic, health and social services entities. The Agreement covers only those tenders where the procurement value exceeds a specified amount.

Broader Public Sector Accountability Act and Procurement Directives (BPSAA) and (BPSPD) – legislation enacted in the Province of Ontario that sets forth the rules that govern hospitals and other publicly funded organizations related to reporting and procurement. This legislation includes 25 specific procurement directives that outline how procurement should be conducted to ensure a fair way to improve accountability and transparency for procurement decisions and processes and to maximize the value that BPS organizations receive from the use of public funds.

Champlain Health Supply Sourcing (CHSS) – a shared service organization for the Champlain Local Health Integration Network that acts as a contracting agent on behalf of hospitals located in the Champlain region to leverage group buying power.

Change Order - A change order is work that is added to or deleted from the original scope of work of a contract, which alters the original contract amount and/or completion date.

Competitive Procurements - A transparent procurement method that invites competing contractors, suppliers, or vendors to provide bids in response to an openly advertised procurement. The procurement document outlines the scope, specifications and terms and conditions of the proposed contract as well as any criteria that will be used to evaluate the bids. Competitive procurements may be achieved through:

- i. Invitational Competitive Procurement – means any form of requesting a minimum of three qualified suppliers to submit a written proposal in response to the defined requirements outlined by TOH.
- ii. Open Competitive Procurement – means an open call to suppliers made through an electronic tendering system readily accessible by all Canadian suppliers.

Consultants - 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.

Contract Binding Authority – a person(s) who has the authority to legally bind TOH by way of contract as defined in the TOH Signing Authority Policy.

Procurement requisition – an electronic document (often referred to as i-procurement within TOH) that is used as a means for an end user to order goods, services, equipment and construction services. The document must be approved by the appropriate level of authority as per the TOH Signing Authority Policy.

Procurement Review Committee – A committee comprised Senior Management; Finance and Procurement representatives whose mandate is to review procurement and contract administration activities to ensure effective controls are in place to mitigate risk. Areas of focus include but are not limited to the safety and security of TOH assets and potential for fraud and/or fraudulent activities; control protocols related to competitive bidding, receiving activities, invoice payment, purchase requisition and ordering, and signing authority; review of volume, type and justification for sole source arrangements to ensure compliance with the BPSD and the TOH Procurement policies; and review of contract award practices by department or program area to facilitate the prevention of contract splitting.

Product Evaluation and Standardization Committee (PESC) - The committee consists of interdisciplinary members from across the organization whose role is to ensure that the procurement of new medical/surgical products is aligned with hospital wide policies, legislative requirements, supports the mitigation of risk and enhances cost effectiveness by enabling the efficient use of resources, common processes and products, reducing the opportunity for error and supporting optimal patient outcomes.

Purchase Order (PO) – a commercial document that is issued by a purchaser to a seller/vendor indicating types, quantities, and agreed prices for products, services, equipment and construction that the seller will provide to the purchaser. A PO to a seller/vendor constitutes a legal offer to buy products or services.

Signing Authority – Signing Authority is the ability to take certain actions to approve types or aspects of financial or contractual obligations or undertakings on behalf of TOH, combined with the responsibility of conducting appropriate due diligence prior to giving such approval. As set out in the Signing Authority Policy, authority can be divided into the following types: Accounting Authority; Budget Authority; Contract Binding Authority; and Payment Authority.

This is a controlled document prepared solely for use at The Ottawa Hospital (TOH). TOH accepts no responsibility for use of this material by any person or organization not associated with TOH. No part of this document may be reproduced in any form for publication without permission of TOH. A printed copy may not reflect the current electronic document and should be checked against the one on the TOH Intranet.

POLICY

1.0 Administration and Oversight of Purchases

- 1.1 The Contracting and Procurement Services (CPS) department has sole responsibility for administering PO's. The issuance of a PO can only be completed by procurement staff with some delegated responsibility provided to Central Processing and Biomedical Engineering for the placement of orders.
- 1.2 The CPS department monitors compliance with hospital procurement policies and maintains control of the acquisition of goods, services, equipment and construction on behalf of The Ottawa Hospital.
- 1.3 All goods, services, equipment and construction for TOH must be procured through the appropriate mechanism using TOH's electronic procurement requisitioning system (Oracle i-procurement).
- 1.4 All requisitions must be approved by the appropriate level of authority as per the TOH Signing Authority Policy.
- 1.5 A contract for goods, equipment, services or construction shall not be considered legally binding on TOH unless it has been signed by one of the following binding authorities: the Director, Contracting and Procurement Services or a Contracting and Procurement delegate, the EVP Finance & Business Development (CFO) or the President and Chief Executive Officer (CEO) of TOH.
- 1.6 From time to time, TOH may elect to participate in regional (Champlain Health Supply Sourcing (CHSS)) and national group purchasing (Health Pro) procurements where the aforementioned groups act as the contracting agent on behalf of TOH. TOH CPS would provide the necessary written approvals to CHSS and/or Health Pro when such circumstances are determined to be beneficial to TOH.
- 1.7 An agreement between TOH and the vendor must be formally defined in a signed written contract before the provision of goods, services, equipment or construction. Where a formal agreement is not in place, the terms and conditions of the PO will substitute as the agreement.
- 1.8 Goods, services, equipment or construction may not be acquired without the issuance of a PO. The PO will be created and issued by CPS upon receipt of an appropriately completed and approved procurement requisition.

2.0 Changes and Amendments to Purchase Orders (POs)

- 2.1 Increases in the overall value to a PO made through a subsequent amending procurement requisition must follow the dollar thresholds outlined in the Signing Authority Policy. If the overall value of the PO is increased by the change and it exceeds the original approver's signing authority then the next higher level of authority in the direct line of reporting will need to approve the procurement requisition prior to an amendment being made to the PO.
- 2.2 Any change orders for construction where a permit is necessary will require 3rd party validation by an Architect or Engineering firm. Exceptions to the above may include but is not limited to construction projects where an Architect or an Engineering firm was not required. In these instances, the TOH Project Manager must obtain the appropriate signing authority from Planning and Facilities as per the Signing Authority Policy.
- 2.3 CPS must also approve and authorize the amendment(s) to the PO prior to such amendments being made. Such authorization must be documented on the PO.
- 2.4 Non-financial changes to a PO do not require an accompanying procurement requisition and can only be made by Procurement. Such changes may include special notes, instructions, and catalogue number updates but no change in the value of the PO or the vendor.

3.0 New Vendors - Information Requirements

- 3.1 The ability to add new vendors or make changes or amendments to the Vendor Master File is limited to the Procurement System Administrators (PSAs) within CPS.
- 3.2 The New Supplier Addition Request Form, refer to Appendix C, is required in order to update the vendor master file. It will need to be completed prior to any purchases being made from a new vendor.
- 3.3 Changes to the vendor master file information must be approved by the Procurement Compliance Officer and may be subject to a 3rd party validation process.

4.0 Exceptions and Non-Compliant Orders

- 4.1 Goods and equipment arriving at the hospital before a PO has been issued will be considered non-compliant and may be returned to the supplier.
- 4.2 Services or Construction rendered to the hospital prior to a PO being issued will be considered non-compliant.
- 4.3 The only time when a PO can be issued after goods, service, equipment and construction are procured is during exceptional or emergency circumstances which are defined as:

- i. A patient or staff member is considered at risk of imminent harm
 - ii. To protect hospital physical assets related to a disaster or emergency preparedness response.
- 4.4 Any goods purchased or services rendered as a result of an emergency situation shall have the appropriate documentation and approvals sent to CPS as soon as possible but no later than the first business day after the date of the emergency occurrence.
- 4.5 TOH assumes no responsibility or liability for any order that is acquired through a non-compliant procurement process and reserves the right to return the goods and not issue payment to the vendor.
- 4.6 All procurement requisitions for the purposes of issuing a PO for goods, services, equipment and construction that arrive at TOH or where services and construction have already been rendered without proper approval will be reported to the Director, Contracting and Procurement Services who will follow up with the responsible individual.
- 4.7 Requests for the issuance of a non-emergency PO after the order is placed by the end user and the goods have arrived or the services rendered will require the respective Vice President (VP) or Executive Vice-President (EVP) approval for the procurement requisition. The PO will not be issued unless the VP/EVP of the program or department has authorized the requisition.

5.0 Competitive Procurement Requirements

- 5.1 All goods, services, equipment and construction valued at over \$1,000 must be ascertained through a competitive process. Different requirements apply based on the cumulative value and the type of goods and services being procured.
- 5.2 The cumulative value of any given contract is determined by the annual dollar spend for specific goods, equipment, services or construction multiplied by the number of years the contract will be in place. The threshold of \$100,000 used to determine if a procurement initiative must be publicly posted, is based on this cumulative value.
- 5.3 It is the cumulative value of the specific goods, equipment, services or construction for a specified period of time that determines the type of procurement to be used and not the annual dollar spend with a specific Vendor. It is possible for TOH to have multiple contracts for different goods, services, equipment or construction with one vendor and such contracts may have been established through varying types of procurement processes such as, but not limited to, publicly posted Requests for Proposal (RFP), or invitational Requests for Quotation (RFQ), among others.
- 5.4 The type of procurement to be undertaken will be determined by CPS and is based on the selection criteria that will be used for awarding the contract. This may range from, but is not limited to, a RFP, RFQ, Request for Pre-qualification or Tender.

- 5.5 All persons selected to be an Evaluation Committee member for a particular competitive procurement must sign a non-disclosure and conflict of interest form thereby agreeing to comply with all the requirements and obligations outlined in the form.
- 5.6 In an effort to maintain the integrity of the RFP process a proposed Evaluation Committee Member may be asked not to participate if it is determined that there is a conflict or a perceived conflict of interest.

6.0 Procurement Thresholds and Limits

GOODS, NON-CONSULTING SERVICES, EQUIPMENT AND CONSTRUCTION

Total Cumulative Value	Means of Procurement
\$1,000 and less than \$10,000	Documented Verbal quotes (minimum 3 required)
\$10,000 and less than \$100,000	Invitational Competitive Process (minimum 3 written quotes required) or Open Competitive Process
\$100,000 and higher	Open Competitive Process

CONSULTING SERVICES

Total Cumulative Value	Means of Procurement
\$0 and less than \$100,000	Invitational Competitive Process (minimum 3 written quotes required) or Open Competitive Process
\$100,000 and higher	Open Competitive Process

7.0 Non-Competitive Procurements

- 7.1 Where a competitive procurement cannot be undertaken for reasons consistent with the exceptions and exemptions of the BPSPD #21 the requester must complete a Sole Source Justification Form, see Appendix A.
- 7.2 The procurement of said goods, services, equipment or construction must meet one of the approved exceptions or exemptions listed on the Sole Source Justification Form otherwise a competitive process must be undertaken.
- 7.3 The Sole Source Justification Form must be approved by the appropriate level of signing authority and forwarded to the Director, Contracting and Procurement Services who will review to determine whether it is justifiable. In the absence of the Director such responsibility may be delegated to the Procurement Compliance Officer.
- 7.4 Upon approval from the Director, Contracting and Procurement Services, the CFO will review and if acceptable will approve the Sole Source Justification Form. A non-competitive procurement will not be valid unless it has been approved by the CFO. In the absence of the CFO the CFO may delegate this responsibility.
- 7.5 For non-competitive procurement of Consulting Services, the final Contract Binding Authority approval required is as follows:
 - i. \$0 up to \$5,000,000 is the CEO
 - ii. \$5,000,000 or higher is the Chair of the Board of Governors
- 7.6 Where it is not known whether competitive goods, services or equipment is available or not, the CPS department will issue an Advance Contract Award Notification to determine whether the goods, services or equipment will proceed with a competitive or non-competitive process.

8.0 Additional Requirements for Equipment and New Products Prior to Purchase

- 8.1 The purchase of equipment is based on an approved list issued from the office of the CFO. The acquisition of the equipment is subject to the terms of this policy and in addition will require approval from the CFO prior to a PO being issued. Please refer to the Equipment Acquisition policy for further details.
- 8.2 Any new products (non-equipment) introduced into the hospital may only be purchased after they have been reviewed and approved by the Product Evaluation and Standardization Committee (PESC).
- 8.3 The procurement of supplies used within TOH for patient use or other use must meet Health Canada standards and regulations as well as any other applicable legislative requirements including but not limited to the Accessibility for Ontarians with Disability Act.

- 8.4 The introduction of new supplies or new technology within the hospital must go through the PESC process prior to use within the hospital to ensure the safety of patients and staff and reduce the likelihood of any other related risks associated with the integrity of the procurement process.
- 8.5 Equipment trials may not be undertaken without the authorization of CPS.
- 8.6 All equipment trials occurring on TOH premises must have a “No charge PO issued by CPS and must be accompanied by the appropriate regulatory documents to ensure all legislative requirements have been met.
- 8.7 Medical equipment trials must be coordinated through the Biomedical Engineering department following authorization from CPS to proceed.

9.0 Purchases Below \$100

- 9.1 A PO is not required for goods purchased for hospital purposes if the value is below \$100. Any such purchase must be in compliance with TOH’s Cheque Request Policy.

Compliance

Compliance with this Procurement Policy will be monitored through CPS and will be reported to the Procurement Review Committee who meets bi-monthly. Non-compliance with the policy could result in disciplinary action up to and including termination.

Appendices

Appendix A – Sole Source Justification Form

Appendix B - Conflict of Interest and Non-Disclosure Agreement

Appendix C – New Supplier Addition Request Form

References

Product Evaluation and Standardization Committee Terms of Reference

Related Policies

Signing Authority Policy No.: 00217

Equipment Acquisition Policy No.: 00224

Cheque Request Policy No.: 00215

This is a controlled document prepared solely for use at The Ottawa Hospital (TOH). TOH accepts no responsibility for use of this material by any person or organization not associated with TOH. No part of this document may be reproduced in any form for publication without permission of TOH. A printed copy may not reflect the current electronic document and should be checked against the one on the TOH Intranet.

Related Legislation

Broader Public Sector Accountability Act (BPSAA)
(includes Expense Directive, Procurement Directive and Annual Reporting requirements)
www.health.gov.on.ca/en/common/legislation/bpsa/default.aspx

Broader Public Sector Procurement Directives (BPSPD)
<https://www.doingbusiness.mgs.gov.on.ca>

Accessibility for Ontarians with Disabilities Act
www.aoda.ca/

Freedom of Information and Protection of Privacy Act
www.ontario.ca/laws/statute/90f31

APPENDIX A

SINGLE/SOLE SOURCE JUSTIFICATION FORM

In accordance with TOH Contracting and Procurement Policies # 00219 and #00221, TOH endeavors to solicit formal competitive bids through an invitational or open bidding process for the procurement of all goods, services and/or equipment and construction in excess of \$10,000.00 CAD (exclusive of taxes). For procurements valued under \$10,000.00, there is a requirement to ascertain 3 verbal quotes and for procurements over \$10,000.00 written quotes are required. Such quotes must be documented and filed with the Purchase Request.

If you are requesting that the competitive bid process be waived and the goods, services and/or equipment and construction is awarded directly to a particular supplier, you must complete this form and ascertain the appropriate signatures in accordance with TOH signing authority policies. This form must be submitted to the attention of the Director, Contracting and Procurement Services.

Procurement for all consulting services regardless of the value must follow the formal competitive bidding process. For non-competitive consulting services from \$0 to \$5,000,000.00, the Single/Sole Source Justification Form must be approved by the President & CEO. For a contract value over \$5,000,000.00 the Board of Governors' Chairperson must also sign the sole source justification form.

PLEASE COMPLETE IN FULL	
NAME OF REQUESTOR & TITLE (PLEASE PRINT):	
DEPARTMENT/PROGRAM:	DATE:
TYPE: <input type="checkbox"/> PRODUCT <input type="checkbox"/> EQUIPMENT <input type="checkbox"/> SERVICE <input type="checkbox"/> CONSULTANT <input type="checkbox"/> LICENSE <input type="checkbox"/> OTHER SPECIFY:	
DESCRIPTION:	
RENEWAL: <input type="checkbox"/> YES <input type="checkbox"/> NO	
CONTRACT HARMONIZATION: <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, INDICATE EXPIRY DATE:	
EQUIPMENT STANDARDIZATION : <input type="checkbox"/> YES <input type="checkbox"/> NO	
FUNDING SOURCE: <input type="checkbox"/> CAPITAL <input type="checkbox"/> CONSTRUCTION (CIP) <input type="checkbox"/> OPERATING <input type="checkbox"/> ONE-TIME <input type="checkbox"/> OTHER SPECIFY:	
VENDOR COMPANY NAME:	VENDOR REP NAME:
E-MAIL :	PHONE NUMBER:

This is a controlled document prepared solely for use at The Ottawa Hospital (TOH). TOH accepts no responsibility for use of this material by any person or organization not associated with TOH. No part of this document may be reproduced in any form for publication without permission of TOH. A printed copy may not reflect the current electronic document and should be checked against the one on the TOH Intranet.

EXCEPTIONS/EXEMPTIONS FOR NON-COMPETITIVE PROCESS — PLEASE CHECK ALL APPLICABLE REASONS	
	To ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licences, copyright and patent rights, to maintain specialized products that can 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. (e.g. hydro power)
	For the purchase of goods on a commodity market. (e.g. exclusive)
	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 a particular contract for research, experiment, study or original development, but not for any subsequent purchases.
	For the purpose 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.
	For the procurement of real property.
	Where an unforeseeable situation of urgency exists and the goods, services or construction cannot be obtained in time by means of open procurement procedures.
	Where goods or consulting 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 the organization includes rules for awarding contracts that differ from the obligations set out in of the Internal Trade Agreement.
	Where construction materials are to be purchased and it can be demonstrated that transportation costs or technical considerations impose geographic limits on the available supply base, specifically in the case of sand, stone, gravel, asphalt, compound and pre-mixed concrete for use in the construction or repair of roads.
	Where compliance with the open tendering provisions would interfere with the entities' ability to maintain security or order or to protect human, animal or plant life or health.
	In the absence of a receipt of any bids in response to a call for tenders made in accordance with the Tendering Policy.

PROVIDE ADDITIONAL RATIONALE FOR SOLE SOURCE:

I FORMALLY CONFIRM THAT I AM TO THE BEST OF MY KNOWLEDGE FREE OF ANY CONFLICT OF INTEREST AND DO NOT HAVE RELATIONSHIPS WHICH MAY BE RELATED TO THIS VENDOR.

RECOMMENDATION

Signature: _____
Department Head or Director

Printed Name: _____

Title: _____

Date: _____

APPROVAL

Signature: _____
Director, Contracting & Procurement

Printed Name: _____

Date: _____

APPROVAL

Signature: _____
President & Chief Executive Officer

Printed Name: _____

Date: _____

RECOMMENDATION

Signature: _____
Responsible VP

Printed Name: _____

Title: _____

Date: _____

APPROVAL

Signature: _____
EVP, Finance & Business Development

Printed Name: _____

Date: _____

APPROVAL

Signature: _____
Chair TOH Board of Governors

Printed Name: _____

Date: _____

**MULTI-YEAR SOLE SOURCE MUST BE REVIEWED ANNUALLY BY
REQUESTOR AND APPROVED BY DIRECTOR, CONTRACTING &
PROCUREMENT**

DURATION	<input type="checkbox"/> 1 YEAR	<input type="checkbox"/> 2 YEAR	<input type="checkbox"/> 3 YEAR	<input type="checkbox"/> 4 YEAR	<input type="checkbox"/> 5 YEAR
FISCAL YEAR	20__ - 20__	20__ - 20__	20__ - 20__	20__ - 20__	20__ - 20__
ANNUAL VALUE	\$	\$	\$	\$	\$
REQUESTOR SIGNATURE					
CONTRACTING SIGNATURE					

APPENDIX B

This is a controlled document prepared solely for use at The Ottawa Hospital (TOH). TOH accepts no responsibility for use of this material by any person or organization not associated with TOH. No part of this document may be reproduced in any form for publication without permission of TOH. A printed copy may not reflect the current electronic document and should be checked against the one on the TOH Intranet.



Conflict of Interest & Non-Disclosure Agreement

TO BE COMPLETED BY EACH EVALUATION TEAM MEMBER

I am a participant of the procurement initiative for the Request for Proposal ("RFP") RFP #: _____
In accordance with the BPS Procurement Directive 7.2.11: "Evaluation team members must sign a conflict-of-interest declaration and non-disclosure of confidential information agreement." Evaluation team members must agree to the following statements and sign their compliance to the Agreement prior to their involvement in any of the evaluation and procurement activities. Failure to sign and submit this document to the appropriate authority may result in that member being removed from the evaluation team and its processes.

1. NON-DISCLOSURE AGREEMENT

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 The Ottawa Hospital 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 from the The Ottawa Hospital 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 The Ottawa Hospital 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 The Ottawa Hospital. 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 The Ottawa Hospital 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 The Ottawa Hospital, I will not disclose to any person (other than persons authorized by The Ottawa Hospital) 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 further agree not to disclose any information related to the RFP to any person (other than persons authorized by The Ottawa Hospital) during the blackout period which is at a minimum, the time between the date a procurement opportunity is posted and the award date. All vendor communications will be through contact identified in the competitive document (i.e., Bid Administrator).

I understand and agree that any delay or failure by The Ottawa Hospital 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.

This is a controlled document prepared solely for use at The Ottawa Hospital (TOH). TOH accepts no responsibility for use of this material by any person or organization not associated with TOH. No part of this document may be reproduced in any form for publication without permission of TOH. A printed copy may not reflect the current electronic document and should be checked against the one on the TOH Intranet.

2. CONFLICT OF INTEREST

I have read the "Supply Chain Code of Ethics" and the "Duties and Obligations of an Evaluation Committee Participant" (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:

1. Engaging in outside employment;
2. 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;
3. Providing assistance or advice to a particular vendor participating in a competitive bid;
4. Having an ownership, investment interest, or compensation arrangement with any entity participating in the bid process with the organization;
5. Having access to confidential information related to the procurement initiative; and
6. Accepting favours or gratuities from those doing business with the organization.

I agree to abide by Supply Chain Code of Ethics and the Procurement Policies and Procedures in all of my procurement activities. I declare that there are no actual or potential conflicts of interest arising out of my participating in procurement activities, except for the following:

1. _____
2. _____

AGREEMENT TO COMPLY WITH THE NON-DISCLOSURE AND CONFLICT OF INTEREST REQUIREMENTS

The undersigned agrees to comply with the terms of the Non-Disclosure Agreement and attests to the Conflict of Interest disclosure(s) listed above.

Signature _____ Print Name _____

Title _____ Date _____

ONTARIO SUPPLY CHAIN CODE OF ETHICS

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

This is a controlled document prepared solely for use at The Ottawa Hospital (TOH). TOH accepts no responsibility for use of this material by any person or organization not associated with TOH. No part of this document may be reproduced in any form for publication without permission of TOH. A printed copy may not reflect the current electronic document and should be checked against the one on the TOH Intranet.

Personal Integrity and Professionalism: All individuals involved in 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 supply chain activities within and between BPS organizations, suppliers and other stakeholders. Respect must be demonstrated for each other and for the environment. Confidential information must be safeguarded. Participants must not engage in any activity that may create, or appear to create a conflict of interest, such as accepting gifts or favours, providing preferential treatment, or publicly endorsing suppliers or products.

Accountability & Transparency: Supply chain activities must be open and accountable. In particular, tendering, contracting and purchasing activities must be fair, transparent and conducted with a view to obtaining the best value for public money. All participants must ensure that public sector resources are used in a responsible, efficient and effective manner.

Compliance & Continuous Improvement: All BPS supply chain participants must comply with this Code of Ethics and the laws of Canada and Ontario. Participants should continuously work to improve supply chain policies and procedures, to improve supply chain knowledge and skill levels, and to share leading practices.

DUTIES AND OBLIGATIONS OF AN EVALUATION COMMITTEE MEMBER

As an Evaluation Committee you have certain obligations regarding communications in respect of the competitive procurement process. The competitive process begins when the competitive procurement documents are issued (Start Date) and ends when an Organization signs an agreement with a supplier (End Date).

Throughout the competitive procurement process, all communications with suppliers involved in the process must occur formally, through the contact person identified in the competitive documents. For this particular procurement it is Julie Clairmont. As an evaluation committee member you are prohibited from communicating with any proponent.

From the Start Date to the deadline for submitting bids (Closing Date), there are only two types of formal communication allowed: addendum and question-and-answer (Q&A) response. Addenda and Q&A must be posted or issued in the same manner as the competitive procurement documents in order to be available to all proponents, thus ensuring a level playing field. Addenda and Q&A can only be issued by the Procurement Bid Administrator.

During the evaluation period (Closing Date to the End Date), there should be no communication with suppliers on matters related to the competitive procurement process unless it is to seek clarification of a bid or notify the successful supplier. These communications are limited to the Procurement Bid Administrator. All competitive process-related communications that occur during this period must be documented.

Discussions regarding bid submissions should occur with a Procurement Representative present in order to ensure the integrity of the competitive process. Communications between evaluation committee members via e-mail or other written forms of communication are strongly discouraged.

Evaluation team members are advised that there are restrictions related to utilization and distribution of confidential and commercially sensitive information collected through the competitive procurement process and should refrain from engaging in activities that may create or appear to create a conflict of interest.

Evaluation team members must sign the conflict-of-interest declaration and non-disclosure of confidential information agreement in order to receive access for the review and evaluation of bid submissions.

Evaluation team members must understand and comply with the principle of fair and equal treatment of all potential respondents to a competitive procurement. Under common law, Contract A (the Bid Contract) promises that all proponents will be evaluated fairly according to the same criteria and process; none will be given a special advantage or benefit denied to the others; and all proponents will have an equal opportunity to be the successful proponent. An alteration to the RFP criteria is not permitted during the evaluation stage of the process. The evaluation team member must agree to comply with the process, criteria and weighting as set out in the RFP document and act independently and fairly.

RFP # _____

Date: _____

Evaluator Initials: _____

APPENDIX C

Request Form New Supplier Addition

This is a controlled document prepared solely for use at The Ottawa Hospital (TOH). TOH accepts no responsibility for use of this material by any person or organization not associated with TOH. No part of this document may be reproduced in any form for publication without permission of TOH. A printed copy may not reflect the current electronic document and should be checked against the one on the TOH Intranet.

General Supplier Information

Legal Name _____

Supplier Type Select Item Company Type Select Item

Share Holder _____ Owner/Director _____

Full Address (No PO Boxes will be accepted) _____

Full Remit to Address _____

HST/GST Number (If Applicable) _____

SIN Number (If Applicable) _____

Note: SIN is required for any vendor/supplier using their own name versus a business name

Sales Representative _____

Phone Number _____ Fax Number _____

Email Address _____ Website _____

Billing – Contact Name _____

Phone Number _____ Fax Number _____

Email Address _____

Contract – Contact Name _____

Phone Number _____ Fax Number _____

Email Address _____

Requester Information

Organization:

TOH ☐ Program/Department _____

UOHI ☐ EORLA ☐ OHRI ☐

Requester Name _____ Date _____

Contracting and Procurement Services - Approval

Compliance Officer _____ Date _____

Notes: _____

Received and Entered by (PSA) _____ Date _____